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**AGREEMENT BY AND BETWEEN
ELYRIA CITY HEALTH DISTRICT
AND
ELYRIA, OHIO HEALTH DISTRICT EMPLOYEES
LOCAL # 277 AND OHIO COUNCIL 8
OF THE AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO
(AFSCME)**

**EFFECTIVE SEPTEMBER 1, 2015
THROUGH
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SERB CASE# 2015-MED-05-0522

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Article 1 Preamble and Purpose	1
Article 2 Union Recognition.....	1
Article 3 Management Rights	2
Article 4 Pledge Against Discrimination and Coercion	3
Article 5 Union Representation	3
Article 6 No Strike/No Lockout	5
Article 7 Health and Safety.....	5
Article 8 Work Rules	7
Article 9 Dues Checkoff	8
Article 10 Fair Share Fee.....	8
Article 11 People Checkoff	9
Article 12 Bulletin Board/Inter-Office Mail.....	10
Article 13 Corrective Action	11
Article 14 Grievance Procedure.....	12
Article 15 Probationary Period	16
Article 16 Seniority.....	16
Article 17 Hours of Work and Overtime	17
Article 18 Wages	18
Article 19 Longevity.....	19
Article 20 Promotions and Job Bidding.....	20
Article 21 Temporary Transfers	21
Article 22 Temporary Pay	22
Article 23 Sick Leave	22
Article 24 Sick Leave Incentive	24
Article 25 Bereavement Leave	25
Article 26 Injury on Duty	25
Article 27 Leave of Absence	27
Article 28 Personal Leave.....	27
Article 29 Military Leave	28
Article 30 Union Leave	28
Article 31 Court Leave	29
Article 32 Layoff and Recall	29
Article 33 Vacation.....	30
Article 34 Holidays.....	32
Article 35 Hospitalization.....	34
Article 36 AFSCME Care Plan.....	37
Article 37 Uniforms	37
Article 38 Cell Phones	37
Article 39 Mileage and Travel Compensation.....	38
Article 40 Severability.....	38
Article 41 Subcontracting	38
Article 42 Labor/Management Committee	39
Article 43 Duration of Agreement.....	39

TABLE OF CONTENTS

Article	Page
Article 44 Execution	41
Appendix A Steward Time	42
Appendix B Fair Share Fee Procedures	43
Appendix C Grievance Form	44
Appendix D Seniority List	46
Appendix E Wage Rates	47
Appendix F Application for Vacant Position Form	48
Appendix G Cell Phones	49
Memorandum Of Understanding, Sanitarian-In-Training	50
Memorandum Of Understanding, Compensation Part-Time Personnel	51
Memorandum Of Understanding, Hospitalization	52
Letter of Understanding, Hospitalization Committee	55
Memorandum Of Understanding, Additional Provisions Sick Leave/Sick Leave Incentive	56
Memorandum Of Understanding, Nursing Liability Insurance	57
Memorandum Of Understanding, One Hour Lunch	58
Memorandum Of Understanding, Compensatory Time Print Out	59
Memorandum Of Understanding, Sick Leave, D. Cutright	60
Memorandum Of Understanding, Family Medical Leave Act	61



ARTICLE 1
PREAMBLE AND PURPOSE

Section 1.1. This Agreement is entered into between the Elyria City Health District, hereinafter referred to as the "District" or as the "Employer," and AFSCME Local #277 and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

Section 1.2. It is the intent and purpose of the parties hereto that this Agreement will set forth the full agreement covering wages, hours and terms and conditions of employment to be observed by the parties, and to provide for the peaceful settlement of disputes. Any agreements to supplement or amend this Agreement shall be in writing and signed by the Employer and the Union. The specific terms of this Agreement shall be the sole source of any rights that may be asserted by the Union against the Employer.

Section 1.3. To assure the effectiveness of service by providing an opportunity for employees to meet with the Employer to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the applicable provisions of Chapter 4117, O.R.C., state laws, federal laws, and the constitutions of the State of Ohio and of the United States of America.

Section 1.4. Toward this end, the parties hereto agree to devote every effort to assure that the District and the Union members and officers will comply with the clear provisions of this Agreement. This Agreement pertains to employees within the bargaining unit as defined hereunder.

ARTICLE 2
UNION RECOGNITION

Section 2.1. The Employer recognizes the Union as the sole and exclusive representative for purposes of negotiating wages, hours and other terms and conditions of employment for all regular full-time employees, as certified by SERB, Case No. 05-REP-11-0172, of the Employer in the following classifications:

Professional and Non-Professional Unit: Public Health Nurse, Registered Sanitarian, Pediatric Nurse Practitioner, Community Outreach Worker, Community Outreach Worker II, Management Information Specialist, Clerical Specialist, Medical Assistant, Account Clerk and Vital Statistics Registrar.

Section 2.2. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

Section 2.3. Notwithstanding the provisions of this article, management, confidential, supervisory, part-time, casual, temporary and seasonal employees shall not be included in the bargaining unit.

Section 2.4. Should new classifications be established, the Employer shall notify the Union, and upon written request by the Union, the parties shall meet to discuss and attempt to reach agreement on the inclusion or exclusion of such position or classification within the bargaining unit. If the parties fail to reach agreement within thirty (30) days of such written request, the Union may petition the State Employment Relations Board for a unit clarification determination in accordance with Chapter 4117 O.R.C. and the SERB rules and regulations. The determination of SERB shall be binding upon both parties.

Should the parties or the SERB determine the new classification(s) to be in the bargaining unit, the Union may request to open negotiations in accordance with Chapter 4117 O.R.C. for the purpose of establishing wage rates for the new classification(s) only.

ARTICLE 3 **MANAGEMENT RIGHTS**

Section 3.1. Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the department, and in addition to other functions and responsibilities which are not specifically modified by this Agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate reasonable rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

- A. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. direct or supervise, evaluate, or hire employees;
- C. maintain and improve the efficiency and effectiveness of District operations;
- D. determine the overall methods, process, means, or personnel by which the District's operations are to be conducted;
- E. suspend, discipline, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;
- F. determine the adequacy of the work force;
- G. determine the overall mission of the Employer as a Health District;
- H. effectively manage the work force;

I. take actions to carry out the mission of the public employer as a Health District unit.

Section 3.2. The Employer recognizes that, in the exercise of its rights, it shall comply with the provisions of this Agreement.

ARTICLE 4 **PLEDGE AGAINST DISCRIMINATION AND COERCION**

Section 4.1. This Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, handicap/disability, political affiliation, veteran's status, military status, genetic information, sexual orientation and involvement or noninvolvement in the Union. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 4.2. All references to employees in this Agreement designate both sexes, and wherever the female gender is used it shall be construed to include female and male employees.

Section 4.3. The Employer agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Employer or any Employer representative against any employee because of Union membership, or because of any activity in an official capacity on behalf of the Union and approved by the Employer as part of this Agreement.

Section 4.4. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 4.5. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 5 **UNION REPRESENTATION**

Section 5.1. The Union shall furnish the District with a written list of the steward and their alternate steward, and shall promptly notify the District in writing of any changes.

Section 5.2. An employee selected by the Union to act as a Union representative for the purpose of processing and investigating grievances under the Grievance Procedure shall be known as a "steward." The steward shall have an alternate who shall act as the steward when the steward is absent from work. The District will recognize one (1) steward.

Section 5.3. No one shall be permitted to function as a Union representative until the Union has presented the District with written certification of that person's selection.

Section 5.4. The steward shall represent all bargaining unit employees and will be allowed a reasonable amount of time to process grievances during work hours without loss of pay, provided the steward receives written authorization from her supervisor.

Section 5.5. The designated Union steward may conduct appropriate Union business as defined herein. For purposes of this article, appropriate Union business is defined as:

1. representation of a unit member at any step of a grievance where the affected employee requests such representation;
2. representation of a unit member at a predisciplinary conference or meeting where the affected employee requests such representation;
3. attendance at meetings between the Union and the Employer where their attendance is requested.

Stewards shall be permitted reasonable time off with pay to conduct representatives' business as defined above.

Section 5.6. Rules governing the activities of stewards are as follows:

- A. Prior to commencing Union representational activities, the steward must obtain advanced authorization from her immediate supervisor.
- B. The steward shall not conduct Union activities in any work area without obtaining authorization from the area's supervisor.
- C. The steward shall cease activities immediately upon receiving an order from a supervisor.

Section 5.7. To secure pay for time off afforded by the Employer during their regularly scheduled working hours under this article, the above-mentioned stewards may be required to use the authorization forms which will be provided by the Employer for the accounting of such time, a copy of which is attached as Appendix A and made a part hereof.

Section 5.8. If it is found that the Union is abusing time under Section 5.4 of this article, the Employer shall discuss the situation with the Union at a special meeting as requested by the Health Commissioner. Should the abuse of time continue after the meeting, the District may take appropriate disciplinary action.

Section 5.9. Grievance hearings or other necessary meetings between the District and the Union will be scheduled by mutual agreement of both parties. If such hearings or meetings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing or meeting. Employees shall be considered on duty and required to respond to emergencies during such hearings or meetings.

Section 5.10. The use of District equipment, machines and property to aid in any manner the activities of the Union is prohibited unless specifically authorized by this Agreement or approved in advance by the Health Commissioner. These include, but are not limited to, use of typewriter, copying and duplicating machines, use of District paper, and the use of District vehicles.

ARTICLE 6 **NO STRIKE/NO LOCKOUT**

Section 6.1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services essential to the public health, safety and welfare of the citizens of the City of Elyria. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives nor members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, sickout, walkout, slowdown or any other interruption of operations or services of the Employer by its members. When the Employer notifies the Union by certified mail that any of its members are engaged in any such activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall encourage all employees to immediately return to work, or if the Union fails to post such notice, the Employer shall have the option of canceling any article, section or subsection to this Agreement. Any employee failing to return to work after notification by the Union as provided herein or who participates or promotes such interruption of operations or services as previously outlined, may be discharged or have other disciplinary action taken as deemed appropriate by the Employer.

- B. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members have violated Section (A) above.

Section 6.2. Nothing herein shall restrict any statutory rights of the District to act in regard to an illegal strike by its employees.

ARTICLE 7 **HEALTH AND SAFETY**

Section 7.1. It is agreed that safety must be the prime concern and responsibility of both parties. Therefore, the District accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The supervisors will correct unsafe working conditions, and see that the safety rules and safety working methods are followed by their employees. The employee(s) accepts the responsibility to maintain her tools, equipment, and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safety work methods of the District. All unsafe working conditions must be reported to the supervisor in charge as soon as said unsafe working conditions are known. Losses resulting from the employee's failure to exercise reasonable care, or for willful destruction of any tools,

vehicles, facilities, supplies, or equipment, may result in disciplinary action. A specific reporting procedure shall be established for each work unit. The responsible supervisor shall note all reports of safety complaints and forward copies to the Safety Committee.

Section 7.2. An employee acting in good faith has the right to refuse to work under conditions she reasonably believes present an imminent danger or death or serious harm to herself or others, provided that such conditions are not such as normally exist or might reasonably be expected to occur in her position. Any incident of work refusal shall immediately be reported to the Safety Committee, who will advise the District whether they believe any corrective action is necessary, which may eliminate or reduce a potential danger or hazard. The recommendations of the Safety Committee are advisory only and shall not bind the District or prevent the employee(s) from filing a safety complaint or grievance.

Section 7.3. When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer shall provide personal protective equipment, except when OSHA specifically requires engineering and/or work practice controls. The equipment provided must meet the requirements of OSHA or agencies referred to by OSHA (e.g., ANSI, MSHA, and NIOSH). Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

Section 7.4. Employee exposure records (Environmental Monitoring and Material Safety Data Sheets) and accident reports shall be made available to the employee who is the subject of the record, or to her designated representative. Employee's medical records including Biological Monitoring shall be made available to the employee and to her designated representative, upon tendering to the District a signed written consent form from the employee who is the subject of the record.

Section 7.5. The Safety Committee shall consist of one (1) Employer appointee and alternate, and one (1) bargaining unit member and alternate appointed by the Union. Bargaining unit appointees shall not serve on the Committee for more than twelve (12) consecutive months unless agreed to by the Health Commissioner. The Union shall provide to the District a list of its appointees for each Agreement year.

It is understood that the committee is a fact-finding and communication vehicle only. The responsibilities of the committee are as follows:

- A. Review all health and safety complaints and make recommendations for corrective action.
- B. Review all incident reports of work-related incidents and/or accidents which involve damage to equipment or vehicles and/or injury of employees or others. The committee shall not have the authority to determine whether safety violations have occurred or to recommend discipline.

- C. The committee shall immediately convene upon notice of a work refusal and shall perform the functions stated in Section 7.2 of this article.
- D. Recommend safety training programs and amendments, modifications, or additions to the Safety Manual.
- E. Make such recommendations as they deem necessary regarding safe work practices and methods, equipment, tools, and facilities.

The Committee's responsibility in general is to drive the safety program. The Employer's responsibility is to coordinate their efforts and monitor compliance with Occupational Safety and Health Administration requirements.

Section 7.6. Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to have her grievance heard before an arbitrator under the terms of this Agreement. The Union shall be bound to follow the redress procedure elected by the employee. However, this section shall not prohibit the Union or employee from filing a grievance under the grievance procedure.

ARTICLE 8 **WORK RULES**

Section 8.1. The District or its designee(s), in order to carry out its statutory mandates and goals, maintains the right to promulgate and enforce reasonable work rules, policies, procedures and directives, and to regulate the conduct of services and programs. For the purpose of this article, all of the above shall be considered inclusive in the terminology of work rules.

Section 8.2. Work rules shall be applied uniformly within the group of employees to whom such rules are directed.

Section 8.3. If agreement cannot be reached on new or revised rules, regulations, policies and/or procedures and the Employer implements change, the Union may grieve over whether or not a conflict exists between this Agreement and the newly implemented rules, regulations, policies and/or procedures or whether or not they are reasonable.

Section 8.4. Any additions or amendments to the work rules shall be reduced in writing and a copy provided to each bargaining unit member. It shall be the employee's responsibility to read the work rule(s) and sign a statement that acknowledges the fact they have received a copy. Any employee on a leave of absence, sick leave, or vacation shall be required to sign the acknowledgment upon return to work. Refusal by an employee to sign said acknowledgment may be grounds for disciplinary action. The notification requirements for work rules do not limit the right of the District to implement a work rule prior to the conclusion of the acknowledgment or posting period.

Section 8.5. New or revised work rules relating to safety standards and safe practice procedures shall, in addition to being provided, be verbally communicated to each affected employee by her supervisor or by the use of outside vendors for the conduct of awareness training.

ARTICLE 9
DUES CHECKOFF

Section 9.1. The District shall make payroll deductions from pay or wages of employees upon submission of a signed checkoff card for the employee. Amounts deducted shall be remitted to the Controller, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall advise the District, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the checked monies shall be remitted.

Section 9.2. The payroll deduction shall be made by the District bi-weekly. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the District will make successive deductions until the amount to be deducted has been satisfied. Monies deducted pursuant to the provisions of this section shall be remitted to the Union within fourteen (14) days of their deduction. Each remittance shall be accompanied by an alphabetical list containing the employee's name, address and the amount deducted.

Section 9.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provision of this article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceeding by any employee arising from deductions made by the Employer pursuant to this article, unless specifically excepted above.

ARTICLE 10
FAIR SHARE FEE

Section 10.1. All bargaining unit employees who are not members in good standing of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment. All bargaining unit employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) days from the employee's date of hire or the date of execution of this Agreement, whichever is later, as a condition of employment.

Section 10.2. Fair share fees shall be paid by automatic, payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union in accordance with the Union's fair share fee procedures. Appendix B, including all amendments thereto, is incorporated in this article by reference.

The Employer agrees to provide a copy of AFSCME's fair share fee notice to each newly hired bargaining unit employee within the first thirty (30) days of employment. AFSCME shall provide a sufficient supply of fair share fee notices to the Employer to allow the Employer to meet this obligation. Newly hired bargaining unit employees shall be required to sign a receipt

supplied by AFSCME by which the employee acknowledges that the notice was presented. The Employer shall mail each original receipt to the Ohio Council 8 office.

Section 10.3. Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction. The Employer shall also provide the name of each employee whose name has been dropped from the prior fair share list and the reason(s) for the omission.

Section 10.4. The Employer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on behalf of each non-member bargaining unit employee, of each obligation established in Appendix B.

Section 10.5. The Union may amend Appendix B by providing the Employer a written copy of the procedure as amended. Changes in the amount to be deducted shall become effective on the thirtieth (30th) calendar day after their actual receipt by the Employer.

Section 10.6. Both the Employer and the Union intend that this article be lawful in every respect. If any court determines any provision of this article is illegal, that provision alone shall be void. Invalidation of any provision of this article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

Section 10.7. This article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.

Section 10.8. The Union warrants and guarantees to the Employer that no provision of this article violates the constitution or law of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 10.9. This article constitutes the entire Agreement between the Union and the Employer with regard to fair share fees. All other agreements are hereby rendered void. With the exception of Appendix B, no portion of this article may be amended except by written signed agreement of the parties.

ARTICLE 11 **PEOPLE CHECKOFF**

Section 11.1. The District will deduct voluntary contributions to the AFSCME International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee

from the pay of employees covered by this contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee provided that:

1. an employee shall have the right to revoke such authorization by giving written notice to the District and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke;
2. the District's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit; and
3. the District's obligation to make deductions shall terminate if at any time the Elyria City Auditor's Office is either unwilling to or unable to continue to make the deductions.

Section 11.2. The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within seven (7) days of the date they are deducted. Payment shall be made to the treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had Union dues and/or fair share fees deducted. All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

Section 11.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of PEOPLE contributions. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to the article, unless specifically excepted above.

ARTICLE 12 **BULLETIN BOARD/INTER-OFFICE MAIL**

Section 12.1. The Employer agrees to provide space for one (1) bulletin board in an agreed-upon area of the District's facility for use by the Union.

Section 12.2. All notices which appear on the Union's bulletin board shall be posted and signed by a Union official in the bargaining unit during non-working time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

1. Union recreational and social affairs;
2. notice of Union meetings;
3. Union appointments;
4. notice of Union elections;

5. results of Union elections;
6. reports of standing committees and independent arms of the Union; and
7. publications, rulings or policies of the Union.

All other notices of any kind not covered in 1 through 7 above must receive prior approval of the Employer or her designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains the following:

1. personal attacks upon any other member or any other employee;
2. scandalous, scurrilous or derogatory attacks upon the Administration; and
3. attacks on and/or favorable comments regarding a candidate for public office.

Section 12.3. Where bargaining unit members are assigned to work locations other than the main office of the District, the Union may use the internal office mail system to provide information to these members.

ARTICLE 13 **CORRECTIVE ACTION**

Section 13.1. No employee shall be reduced in pay or position, suspended, discharged, or removed except for just cause. An employee who is disciplined shall be given a written notice stating the reason for the disciplinary action or be given written notice scheduling the predisciplinary conference, if one is necessary (see Section 13.4), within fifteen (15) working days after the Employer, through its immediate supervisor or her designated representative, has knowledge of the event necessitating the discipline. In the event of an internal investigation, the employee who is disciplined shall be given a written notice stating the reason for the disciplinary action within fifteen (15) working days after the conclusion of the internal investigation and pre-disciplinary conference (if one is necessary - see 13.4). The District shall have the burden of proof that a more comprehensive investigation was being conducted. A copy of said written notice will be forwarded to the employee's steward unless the employee requests otherwise.

Section 13.2. Disciplinary action shall include: (a) instruction and cautionings; (b) written warnings; (c) suspensions (including suspensions of record or without pay), fines (including forfeiture of accrued vacation or personal leave) before discharge from employment, except as provided for in Section 13.3 of this article, when the Employer has determined that more severe disciplinary action is required.

Section 13.3.

- A. Except in extreme instances wherein the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive, and uniform manner.

B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

Section 13.4. Whenever the Employer or her designee determines that an employee may be subject to discipline which may result in loss of pay, a predisciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct. The Employer shall notify the affected employee of the date and time of the conference. A Union representative may be present at the predisciplinary conference at the request of the employee. An employee may also elect, in writing, to waive the opportunity to participate in a predisciplinary conference.

Section 13.5. Records of instruction and cautioning and written reprimands and suspensions of less than three (3) days shall cease to have force and effect or be considered in future disciplinary matters twelve (12) months after their effective date provided there are no intervening disciplinary actions taken during that time period. Records of suspensions of more than two (2) days, reduction in pay or position, and fines shall cease to have force and effect or be considered in future disciplinary matters twenty-four (24) months after their effective date provided there are no intervening disciplinary actions taken during that time period.

Section 13.6. Each employee, with or without her Union steward, may inspect her personnel file maintained by the Employer during non-working time upon one (1) working day's advance written request personally signed by the employee. The terms of this section shall not be applied in such a fashion as to interrupt the work schedules of the employees nor to cause any expense to the Employer.

ARTICLE 14 **GRIEVANCE PROCEDURE**

Section 14.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to affect changes in the articles of this Agreement.

Section 14.2. All grievances must be processed within the specified time limits and at the proper step in the progression in order to be considered at the subsequent step, except for grievances involving actions taken at the Health Commissioner level, which shall be introduced at Step 2 of the grievance procedure.

Section 14.3. Any employee or the Union may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Time limits on grievances may be waived upon mutual consent of the parties. In order for an alleged grievance to receive consideration, the grievance must be presented at Step 1 of the grievance procedure within five (5) working days after the occurrence of the incident giving rise to the grievance.

Section 14.4. When an employee covered by this Agreement represents herself in a grievance, in accordance with the provision set forth in Section 14.1 herein, the Employer will advise the Union of its disposition and provide an opportunity for the Union to be present at any adjustment, without intervention. No settlement shall be in conflict with any provision of this Agreement. Whenever an employee elects to represent herself in a grievance, the employee shall be required to sign a written waiver holding the Union harmless from any claims by the employee. The employee must represent herself and shall be prohibited from utilizing legal counsel or any other representative. The Union shall maintain the sole and exclusive right to determine if a matter shall be arbitrated.

Section 14.5. All written grievances must contain the following information to be considered:

1. aggrieved employee's name and signature;
2. aggrieved employee's classification;
3. date the grievance was first discussed;
4. date the grievance was filed in writing;
5. name of the supervisor with whom the grievance was discussed;
6. date and time the grievance occurred;
7. where the grievance occurred;
8. description of the incident giving rise to the grievance;
9. articles and sections of the Agreement violated;
10. resolution requested;

The Employer and the Union will develop jointly a grievance form (Appendix C), which shall provide the information as outlined in this section. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

Section 14.6. Each grievance shall be processed in the following manner:

STEP 1—IMMEDIATE SUPERVISOR. The employee who has an alleged grievance shall file a grievance in writing, using a form jointly developed by the parties, with the employee's immediate supervisor. The grievance form will be signed by the employee and her steward. The supervisor shall meet with the employee and/or steward within five (5) working days after the written grievance has been presented to the immediate supervisor. It shall be the responsibility of the supervisor to investigate the allegations and provide the employee and her steward with her written answer to the grievance within five (5) working days after the meeting.

STEP 2—HEALTH COMMISSIONER. If the grievance is not settled at Step 1, the grievant may, within five (5) working days after the receipt of the Step 1 answer, appeal the grievance in writing to the Health Commissioner. The Health Commissioner and/or her designee(s) shall have seven (7) working days in which to schedule a meeting. The Health Commissioner or her designee shall meet with the grievant and/or steward, Chapter Chairperson, and a representative from AFSCME Ohio Council 8. It shall be the responsibility of the Health Commissioner or her designee to investigate the allegations and provide the grievant, steward, chapter chairperson and AFSCME Ohio Council 8 representative with a written answer to the grievance within seven (7) working days after the meeting.

STEP 3—GRIEVANCE MEDIATION

- A. Any grievance which has been appealed to arbitration may, upon agreement of the parties, be referred to grievance mediation. The parties shall attempt to select a mediator by mutual agreement. If they are unable to agree, then they shall jointly request that the Federal Mediation and Conciliation Service appoint a mediator to the parties at no cost to either party, pursuant to that organization's rules for selection.
- B. Mediation efforts shall be informal in nature. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties. No verbatim record of the proceedings shall be taken. Formal rules of evidence will not apply and there will be no procedural constraints regarding the review of facts or arguments. Written materials presented to the mediator will be returned to the party at the conclusion of the conference.
- C. If the grievance remains unresolved at the end of the mediation session, the mediator will provide an oral (or if the parties prefer, a written) advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is nonbinding and inadmissible in any subsequent arbitration proceeding. Nothing said or done by the mediator and no settlement offer made by a party may be referenced or introduced into evidence at an arbitration of this grievance.

STEP 4—ARBITRATION. If the grievance is not satisfactorily resolved at Step 2, it may be submitted to arbitration upon request of the Union in accordance with this Section of this Step 4. The Union, based on the facts presented, has the right to decide whether to arbitrate a grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of thirty (30) days from the date final action was taken on such grievance under Step 2 in the grievance procedure and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

- A. Upon receipt of a notice to arbitrate, the Employer and the Union shall each appoint a spokesperson to represent them at the hearing. The two (2) designated spokespersons will meet and appoint a person to act as Arbitrator. In the event the two (2) designated spokespersons cannot agree upon the person within ten (10) days of the demand for arbitration, the parties will jointly request the American Arbitration Association to submit

a list of fifteen (15) impartial persons qualified to act as arbitrator in accordance with its then applicable rules and regulations.

The arbitrator shall limit her decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and she shall be without power or authority to make any decision:

1. contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable laws;
 2. limiting or interfering in any way with the powers, duties or responsibilities of the Employer under applicable law;
 3. limiting or interfering in any way with the powers, duties, or responsibilities of the Health Board under its rule making powers not inconsistent with this Agreement;
 4. contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules, or regulations presently or in the future established by the Employer so long as such practice, policy, or regulations do not conflict with this Agreement;
 5. that would change the established wage scales, rates on new or changed jobs, or change in any way the rate that has been negotiated as part of this Agreement;
 6. granting any right or relief or any alleged grievance occurring at any time other than the contract period in which such right originated.
- B. The question of arbitration of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitration, and if the parties agree, the alleged grievance will be heard on its merits before the same arbitrator.
- C. The decision of the arbitrator resulting from any arbitration of grievances hereunder shall be in writing and sent to the Employer, the Spokesperson, and the grievant. The decision of the arbitrator shall be final and binding.
- D. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the Arbitrator, the fee of the arbitrator, and rent, if any, for the hearing rooms, shall be borne by the party losing on the merits of the grievance. In the event that the arbitrator's decision fails to grant the requested award of either party and represents a "split decision" on the merits of the grievance, the costs and fees of the arbitrator shall be borne equally by the parties. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for

one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during her normally scheduled working hours on the day of the hearing. When for any reason the parties mutually cancel a scheduled arbitration hearing, and there is a cancellation fee to be paid to the arbitrator, the parties shall share equally the cost of the fee. In the event only one (1) party cancels a scheduled arbitration hearing, the cancellation fee, if any, shall be paid by the party canceling the scheduled hearing.

Section 14.7. The time limits set forth in the Grievance Procedure shall, unless extended by mutual written agreement of the District and the Union, be binding on both parties. Working days, as provided in the Grievance Procedure, shall not include Saturdays, Sundays or holidays.

ARTICLE 15 **PROBATIONARY PERIOD**

Section 15.1. New employees shall be considered to be on probation for a period of one hundred twenty(120) calendar days. During this period an employee may be dismissed at any time without recourse. Any such action shall not be appealed through any civil service commission or the grievance procedure. The District will not discharge a probationary employee because of Union membership or authorized Union activity.

Section 15.2. Promoted Employees. Every newly promoted employee will be required to successfully complete a probationary period. The promotional probationary period shall be for a period of sixty (60) calendar days.

Section 15.3. Performance evaluations of newly promoted employees shall be conducted in accordance with the personnel policies and procedures of the Employer. An employee failing to successfully complete her promotional probationary period, by receiving an unsatisfactory rating on her evaluation, shall be returned to her former position.

ARTICLE 16 **SENIORITY**

Section 16.1. Seniority shall be an employee's uninterrupted length of continuous full-time service with the District, see Appendix D, less any time for unpaid leaves of absences of thirty (30) days or more, except when said unpaid leave is the result of compensable injury. An employee shall have no seniority for the probationary period provided in Article 15, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 16.2. The Union will receive from the District one (1) copy of the seniority list of all the employees in the bargaining unit each year of the Agreement, upon request. The seniority list shall contain a listing of the date of hire, name, address, job title and pay rate.

Section 16.3. Seniority shall be broken (or terminated) when an employee:

1. resigns or leaves the bargaining unit;
2. is discharged for just cause;
3. is laid-off for a period of more than eighteen (18) consecutive months;
4. is absent without leave for three (3) or more consecutive workdays, without reporting off;
5. fails to report to work after a leave of absence has expired;
6. fails to report to work after a leave of absence has been disapproved or revoked;
7. fails to report to work when recalled from layoff within ten (10) working days from the date on which the District sent the employee notice by certified mail (to the employee's last known address shown on the District's records).

ARTICLE 17 **HOURS OF WORK AND OVERTIME**

Section 17.1. The standard work period for a regular, full-time employee shall consist of forty (40) hours over five (5) consecutive days, in a seven (7) day calendar period. The normal working hours shall be Monday through Friday, 8:00 a.m. to 4:30 p.m. The work period shall commence at 12:01 a.m., on Sunday and end at 12:01 a.m., on the following Sunday. The work day shall be each consecutive twenty-four (24) hour period after the start of the work period. Employees shall receive a sixty (60) minute lunch period, thirty (30) minutes of which is paid and thirty (30) minutes of which is unpaid. Lunch period shall be scheduled by the District to meet the operational needs of the District, approximately midway through the employees' shift. No employee, unless exempted from the overtime provision of the FLSA, may remain at her routine work station during the lunch period. Where space is available, areas shall be designated for break/lunch periods which the employees use. All employees will keep supervisors/office staff aware of their out-of-office schedule so that they can be easily contacted.

Section 17.2. The District reserves the right to set the hours, shifts and work days according to the operational needs of the District. Starting and ending times may vary from department to department.

Section 17.3. In the event it is necessary to permanently change the hours of work and schedule of hours, the District shall notify the Union at least twenty-eight (28) days in advance of said changes. If the Union requests, the parties shall meet to negotiate prior to implementing said changes. New hours of work and schedule of hours shall be posted in accordance with Article 20, Promotions and Job Bidding. In the event no employee bids on the new hours and schedule, the least senior employee in the classification shall be assigned to the new hours and schedule.

Section 17.4. The Employer shall not temporarily change the hours of work and schedule of hours for the purpose of avoiding overtime or compensatory time. As a condition of

employment, should it be necessary to incur overtime, overtime shall be taken as compensatory time at the rate of time and one-half (1.5). The established compensatory bank shall not exceed forty (40) hours. If the bank reaches thirty-two (32) hours, the Employer shall have the right to start scheduling the employee for compensatory time off. If an employee has forty (40) hours of compensatory time banked, and it is necessary to schedule the employee for more overtime, additional time shall be paid at the applicable overtime rate, and will be in accordance with the Fair Labor Standards Act (FLSA).

Section 17.5. Should it become necessary to pay overtime, overtime will be paid for all hours in active pay status in excess of forty (40) hours per week at one and one-half (1.5) times the employee's regular rate of pay in accordance with the Fair Labor Standards Act (FLSA).

Section 17.6. The District will attempt to equalize overtime assignments among those employees who perform the duties being assigned. Errors in the assignment of overtime will be corrected by assigning the employee the next overtime opportunity they are qualified to perform.

Section 17.7. Active pay status is defined as any time an employee receives compensation.

Section 17.8. If an employee works overtime that does not abut their regular scheduled shift, said employee shall receive two (2) hours overtime or the amount of actual time worked, whichever is greater, at the applicable overtime rate.

ARTICLE 18 **WAGES**

Section 18.1. Employees shall be paid in accordance with the pay scale as described in Appendix E of this agreement.

Section 18.2. All hired employees shall be paid in accordance with the starting rate of pay for the pay range of their applicable classification. Upon the successful completion of their probationary period, newly hired employee(s) shall advance to the end of probationary rate of the pay range. Employees shall advance to the next step of the pay range effective the first full pay period that includes the anniversary date of their assignment to that pay range. Thereafter, employees shall advance to the next step(s) after the completion of one (1) year of service, until reaching Step 4.

Section 18.3. Employees who reach Step 4 shall, upon the completion of one (1) year of service in Step 4, be eligible for the general pay increases provided for in this section. Employees who exceed the Step 4 rate shall be considered off the pay scale and will continue to receive the general pay increases until the time they leave employment or until the parties re-negotiate this Agreement.

Section 18.4. Effective September 1, 2015, all steps of each classification shall reflect a 0% increase.

Either party may reopen negotiations for contract term 9/1/16 to 8/31/17 on the sole issue of wages

by submitting written notice to the other party by May 31, 2016.

Either party may reopen negotiations for contract term 9/1/17 to 8/31/18 on the sole issue of wages by submitting written notice to the other party by May 31, 2017.

Section 18.5. Insofar as the District has the ability, paychecks will be given out before 11:30 a.m. on regular pay days. Employees who are assigned to work outside of the Health Department will have their paycheck delivered to their worksite by a supervisor.

ARTICLE 19 **LONGEVITY**

Section 19.1. Longevity refers to an employee's continuous employment by the District.

Section 19.2. Longevity shall be computed by starting with the employee's first day on the District's payroll (full time seniority date, see Appendix D) and including every additional and continuous day that the employee remains on the payroll.

Section 19.3. An employee is allowed an interruption of this continuous service, but only if that interruption is for less than two hundred (200) days. An interruption of four hundred fifty (450) days or more means that longevity starts from the day the employee returns to the payroll. The days missed in a period of time of less than two hundred (200) days will be counted towards an employee's longevity, while the days missed between two hundred (200) days and four hundred forty-nine (449) days will not be counted towards longevity, but will be subtracted from an employee's total longevity time.

Section 19.4. For full-time employees hired before January 1, 2015, longevity benefits will be a one percent (1%) salary increase for each year completed on the payroll following the completion of the employee's first anniversary date on the District's payroll. The one percent (1%) increments due to longevity are limited to twenty (20) years, for a maximum of twenty percent (20%).

Section 19.5. For full-time employees hired on or after January 1, 2015, longevity benefits shall be as follows:

1. Employees shall be paid their base salary plus any allowance plus any negotiated wage increases for their first five (5) years of employment. On the 5th anniversary date of their employment (which occurs at the start of their 6th year of employment, i.e., the fifth anniversary date for an employee hired on January 1, 2015 is January 1, 2020), the full-time employee shall receive a five percent (5%) increase which shall be calculated on their base salary.
2. Employees shall be paid their base salary plus any allowance plus any negotiated wage increases for years (6) through ten (10) of the employment. On the 10th anniversary date of their employment, the full-time employee shall receive an additional five percent (5%) increase.

3. Thereafter, on the 11th through 20th anniversary date of their employment, employees shall receive an additional one percent (1%) wage increase, which shall be calculated on their base salary.
4. This longevity structure is limited to twenty years total, for a maximum total increase of twenty percent (20%).

These increases shall be calculated on the Employee's base salary in effect at the time of the increase which shall not include allowances, but shall include any negotiated increases in base salary.

Section 19.6. Employees, for the purpose of longevity, are limited to all regular, full-time employees.

ARTICLE 20 **PROMOTIONS AND JOB BIDDING**

Section 20.1. The Employer will determine when a vacancy exists and when it is to be filled.

Section 20.2. Vacancies within the bargaining unit and/or new positions included in the bargaining unit under Article 2.4 shall be posted on the bulletin board in each department for a period of five (5) working days, and a copy shall be provided through the interoffice mail system to employees assigned to work locations other than the main office in accordance with Article 12.3. The posting shall include the following:

1. position job title;
2. the location to which the job is assigned;
3. hours of work;
4. the current rate of pay;
5. the current duties of the job;
6. minimum qualifications for the job;
7. beginning and ending dates of the posting period.

Section 20.3. Employees shall place their application (bid) for the position in writing to the Health Commissioner on a form provided by the District (Appendix F). The Employer shall not be required to consider applications filed after the required posting period.

Additionally, the District will accept applications from bargaining unit employees for demotions when applications for job bids have been posted. The employee must meet the minimum qualifications for the position sought. The bid application process shall be governed by Section 20.5 of this article. Employees requesting or bidding on a demotion which is granted shall be assigned the starting rate of the new classification.

Section 20.4. Timely-filed applications will be reviewed by the District. Only those applications which meet the minimum qualifications for the job will be considered.

Section 20.5. Whenever a vacancy within the bargaining unit is to be filled, as such vacancy is declared by the Employer, it shall be filled by way of job posting, with the factors set forth below considered in the following order:

1. ability to perform the essential functions of the position;
2. seniority as defined in Article 16.

Where factors one and two are determined to be comparatively equal between two (2) or more applicants, seniority as defined in Article 16 shall govern.

Section 20.6. Ability, set forth above, shall include the following criteria: qualifications, education, experience and other job-related criteria.

Section 20.7. No employee shall be eligible for promotion under these provisions that has not satisfactorily completed the required single initial probationary period.

Section 20.8. The term "promotion," for the purposes of this Agreement, shall mean the act of placing an individual in a classification within the bargaining unit which carries a higher salary range than that previously held. The District agrees that any employee who is promoted to a higher classification shall be placed in the pay range/step of the new classification that gives the employee a pay increase of at least ten cents (\$0.10) per hour.

Section 20.9. In the event that there are no successful bids in the bargaining unit, the District is then free to fill the opening through any other procedure.

Section 20.10. All sections of this article shall be applied to employees who are in layoff status in accordance with the provisions of the Layoff and Recall article.

ARTICLE 21 **TEMPORARY TRANSFERS**

Section 21.1. A temporary transfer shall not exceed thirty (30) calendar days, except:

1. to fill a position while an employee is on sick leave or other approved leave of absence;
2. to provide vacation relief scheduling;
3. to meet an emergency; or
4. to fill a vacancy while job posting, bidding, and selection procedures take place.

Section 21.2. Employees shall only be temporarily transferred to areas where they can perform the essential job functions of the work involved.

ARTICLE 22
TEMPORARY PAY

Section 22.1. When an employee is temporarily transferred to another job classification for more than two (2) work days in a week, her rate of pay shall be as follows:

- A. If the rate of pay for such other job classification is lower than her regular rate, she shall receive her regular rate; or
- B. If the rate of pay for such other job classification is higher than her regular rate, she shall receive the pay rate of the other classification or three percent (3%), whichever is greater.

ARTICLE 23
SICK LEAVE

Section 23.1. Sick leave will be earned and accumulated without limit at the rate of 0.0575 hours when in active-pay status, and not to exceed 4.6 hours in a biweekly pay period. Pay for sick leave shall be at the employee's base rate, plus longevity.

Section 23.2. Sick leave shall be charged in minimum units of one (1) hour, and rounded up to the next one-tenth (.10) hour for anything above that, and eight (8) hours for one (1) work day. An employee shall be charged for sick leave only for days upon which she would otherwise have been scheduled to work. Sick leave payments shall not exceed the normal scheduled work day or work week earnings.

Section 23.3. Sick leave shall be granted, upon the approval of the Employer, to an employee for the following reasons and will not be unreasonably denied:

- 1. illness or injury of the employee or a member of her immediate family, wherein the employee's presence is required;
- 2. death of a member of her immediate family (see bereavement leave);
- 3. medical, dental or optical examination or treatment of the employee or a member of her immediate family, which requires the employee's presence and which cannot be scheduled during non-working hours;
- 4. if a member of the immediate family is afflicted with a contagious disease or requires the care and attention of the employee or who, through exposure to a contagious disease, the presence of the employee at her job would jeopardize the health of others;
- 5. pregnancy and/or childbirth and other conditions related thereto of the employee.

Section 23.4. For the purpose of this article, immediate family includes the employee's spouse, mother, father, child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law.

Section 23.5. An employee who is unable to report to work will notify (by phone or other means of communication) their immediate supervisor, business manager, Health Commissioner or other person as designated by the supervisor. Such notification must be made before the employee's scheduled starting time on the first day of absence, unless emergency conditions make it impossible, and each day thereafter, unless sick leave is prior-approved for a specific period of time. An employee may leave a message indicating that she will not be reporting as scheduled on their supervisor's voice mail, but must call back during the first hour of regular business and speak to their supervisor or designee of the Health District.

Section 23.6. Employees failing to comply with sick leave sections will not be paid, or with the review and permission of the Health Commissioner, the time in question may be charged to available vacation leave or personal leave. Sick leave taken for purposes not authorized in Section 3 will be grounds for disciplinary action, up to and including termination.

Section 23.7. The Employer may require an employee to furnish a written statement on the form provided by the District to request the use of sick leave. If medical attention is required, a certification from a licensed physician, dentist or chiropractor shall be required to justify the use of sick leave. An employee who is absent on sick leave shall be required to present a certificate stating the nature of the illness from a licensed physician, dentist or chiropractor for any illness of more than three (3) days in duration to justify the use of sick leave.

Section 23.8. In addition to the provisions in Section 23.5, when an employee is off work because of an injury or disability, whether job-related or not, the employee may be required to provide the Employer with a physician's statement that the employee is physically fit to perform the essential function of her job. When sick leave is requested to care for a member of the employee's immediately family, the Employer may require a physician's statement to the effect that the presence of the employee is necessary to care for the ill person.

Section 23.9. At the discretion of the District, an employee may be required to submit to and pass a physical or mental examination by a licensed physician satisfactory to the District before being permitted to return to work. If a physician is designated by the District, the District will bear the expense of said examination.

Section 23.10. Employees failing to comply with the sick leave rules and regulations shall not be paid. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges.

Section 23.11. An employee shall not be required to use any other form of time off for sick leave, as defined in this article, unless their sick leave has been exhausted.

Section 23.12. Sick Leave Sell Back

- A. Any full-time employee who maintains at least sixty-five percent (65%) of her earned sick leave earned after January 1, 2007, with a minimum of 480 hours, shall be eligible to sell back to the Employer not more than two (2) weeks of accumulated and unused sick leave per year. If the employee is eligible, she shall notify the Employer by December 1 of

each year as to how much accumulated and unused sick leave, if any, she desires to sell back. The sick leave sold back to the Employer shall be paid to the employee by January 30 of the following year. The maximum amount of sick leave sold that can be considered earnable salary and therefore pensionable is the amount of sick leave the employee earns in one calendar year, less any amounts taken during the same calendar year. Sick Leave Sell Back payments must meet the requirements of the Ohio Revised Code (ORC) and the Ohio Public Employees Retirement System (OPERS) in order to be considered earnable salary and pensionable. Any employee who subscribes to the sick leave sell-back plan as provided herein shall have their accumulated days of unused sick leave for which they would be entitled to be paid under section B or section C below reduced for each day of sick leave they sell back to the District under this section.

Sick leave that an eligible employee has chosen to sell back per Section 23.12 shall not count against the percentage of earned and unused sick leave required of employees to sell back vacation and/or sick leave in future years, per Section 24.1 and/or 23.12, respectively.

- B. In the case of death, permanent disability, or resignation due to a bona fide illness of the employee or a member of her immediate family, if an employee leaves employment after ten (10) years of consecutive service, those employees who were hired by the District on or after July 1, 1985, shall receive pay for up to one-third (1/3) the value of one hundred twenty (120) days of their accumulated but unused sick leave. No such employee shall receive more than forty (40) full days pay.
- C. The total combined sick leave that may be sold back and/or cashed out by the employee during the employee's term of employment or upon retirement may not exceed forty (40) full days pay.

Section 23.13 4. Any full-time employee, who during her career was off on sick leave due to an extended illness or injury, may make a request to the District to not consider sick leave time used for those purposes against her percentage of earned sick leave, for the purposes of Section 23.12.

ARTICLE 24 **SICK LEAVE INCENTIVE**

Section 24.1. Any full-time employee who maintains at least the following percentage of her earned sick leave after January 1, 2007, or as of the employee's hire date, shall be eligible to sell back vacation as follows:

- Employees accruing vacation at a rate of eighty (80) hours per year with the Employer: Employee maintaining eighty percent (80%) of her earned sick leave may sell back one (1) week of vacation;
- Employees accruing vacation at a rate of one hundred twenty (120) hours per year with the Employer: Employee maintaining seventy-eight (78%) of her earned sick leave may sell back two (2) weeks of vacation;

- Employees accruing vacation at a rate of one hundred sixty (160) hours per year with the Employer: Employee maintaining seventy-four percent (74%) of her earned sick leave may sell back three (3) weeks of vacation; and,
- Employees accruing vacation at a rate of two hundred (200) hours per year with the Employer: Employee maintaining seventy percent (70%) of her earned sick leave may sell back four (4) weeks of vacation.

If the employee is eligible, she shall notify the Employer by December 1 of each year as to how much vacation, if any, she desires to sell back. The vacation sold back to the Employer shall be paid to the employee by January 30 of the following year. The maximum amount of vacation leave sold that can be considered earnable salary and therefore pensionable is the amount of vacation leave the employee earns in one calendar year, less any amounts taken during the same calendar year. Sick Leave Incentive payments must meet the requirements of Ohio Revised Code (ORC) and the Ohio Public Employees Retirement System (OPERS) in order to be considered earnable salary and pensionable.

Section 24.2. Any full-time employee, who during her career was off on sick leave due to an extended illness or injury, may make a request to the District to not consider sick leave time used for those purposes against her percentage of earned sick leave, for the purposes of Section 24.1.

ARTICLE 25 **BEREAVEMENT LEAVE**

Section 25.1. Employees shall be granted a leave of absence with pay in the event of the death of her spouse, mother, father, child, brother, sister, grandparents, grandchild, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law. In the event of the death of her aunt, uncle, step-mother or step-father or a grandparent of her spouse, stepbrother or stepsister, step-grandparent, step-grandchild, niece, nephew, or a person in *loco parentis*, such leave shall be granted and charged to sick leave.

Section 25.2. An employee may absent herself for this purpose for a period of three (3) work days, including the day of the funeral, for each death, including travel time within the State of Ohio, and five (5) work days, including the day of the funeral, for each death, including travel time outside the State of Ohio.

Section 25.3. In order to be paid, proof of bereavement shall be presented upon return to work. This absence shall not be charged to the employee's sick leave.

ARTICLE 26 **INJURY ON DUTY**

Section 26.1. Every full-time bargaining unit employee shall be entitled to apply for benefits under this article, provided such disability, sickness or injury occurred while in the direct line of

duty and under such circumstances that would cause the injury or disability to be compensable under the Worker's Compensation Law of the State of Ohio.

Section 26.2. To apply for benefits under Section 1 hereof, written application shall be made to the Health Commissioner accompanied by a certificate from a registered physician stating that such employee is unable to work and that such disability is the result of or is connected with the duties of such employee. It shall be the duty of the Health Commissioner to approve or reject the application and in doing so may require examination by a registered physician of the Employer's selection.

Section 26.3. Before any employee who has made application to the Health Commissioner for benefits under this article is entitled to receive any benefits under this article; she shall first make application for Workers' Compensation benefits from any compensation fund to which the District contributes by the filing of a FROI-1 form with the Bureau. She shall also complete the injury on duty and reimbursement form provided by the District. No employee shall be entitled to District paid injury-on-duty benefits until this requirement has been completed.

Section 26.4. If the employee's application is approved and the State's FROI-1 is filed, payments received shall be considered a continuation of wages. The employee may receive up to twelve (12) months full pay. The employee will be entitled to compensation for any job-related disability that requires him/her to lose any time off work, including weekends and holidays. In no event shall this provision entitle the employee to receive more than twelve (12) months full pay for the injury. In any event, no benefits under this article shall be payable after two (2) years from the date of injury. The benefits shall be computed on the basis of forty (40) hours per week.

Section 26.5. When the employee's application is approved, the Health Commissioner shall place the employee in such benefit status.

Section 26.6. In the event the injury or disability is disallowed by the Bureau of Workers' Compensation or the Industrial Commission of Ohio, the employee shall be charged with all time lost from work against her accumulated sick leave time. If the employee does not have accumulated sick leave time to cover either all or part of the time off, up to and including the date the claim is disallowed, then any monies paid to the employee by the District under this article shall be repaid by the employee to the District.

Section 26.7. In the event the injury or disability sustained by the employee is not total, the Health Commissioner may assign the employee to duties which are consistent with any portion of the position's essential functions. The District shall have the right to require the employee to submit to a medical examination by a licensed physician satisfactory to the District to determine the employee's ability to perform any portion of the position's essential functions. Should an employee elect not to return to work under a modified duty assignment, the provisions for the benefits under this article shall cease.

Section 26.8. An employee who sustains a work-related injury, as determined by the Bureau of Workers' Compensation, may be offered a light duty position. Should the Board of Health

determine that it wishes to offer the employee such a position, the employee will be sent for an Employer-paid fitness for duty exam. If the exam indicates that the injured employee is capable of performing in a light duty capacity, the Board may offer the position to the employee.

Light duty positions, if offered, are compensated at seventy percent (70%) of the employee's existing salary or wage rate. The Board of Health is not obligated to offer or create a light duty position under any circumstance. It is within the employee's sole discretion as to whether or not she wishes to accept the offer of light duty. An employee accepting a Board offer of light duty must sign an acknowledgment to that effect indicating the new rate of pay and temporary nature of the position.

Section 26.9. In the event it is determined the employee cannot return to the full and complete duties of her position, the employee may either draw Workers' Compensation payments or the employee shall apply for disability retirement. If the licensed physician determines that the employee is unlikely to return to work at the end of the twelve (12) month period, the employee shall either file for Workers' Compensation (lost wages only), or process disability retirement, and the provisions for the benefits under this article shall cease.

ARTICLE 27 **LEAVE OF ABSENCE**

Section 27.1. An employee who has exhausted her paid leave upon request shall be granted unpaid maternity or disability leave if declared incapacitated for the performance of the essential functions of her position by a licensed physician designated by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

Section 27.2. Such leave shall not exceed six (6) months in duration. Additional unpaid leave time may be granted by the District at the discretion of the Health Commissioner. Fringe benefits shall not continue to accumulate during this unpaid leave period.

Section 27.3. When an employee is ready to return to work or when the leave terminates, she shall furnish a statement from her attending physician certifying the employee is able to return to work and able to perform the essential functions of the job. The District maintains the right to designate another physician to conduct an examination, provided the District bears the cost of said examination.

ARTICLE 28 **PERSONAL LEAVE**

Section 28.1. Employees who have completed their probationary period may be granted a personal leave of absence without pay for good cause shown, for a period not to exceed three (3) months. The granting of such leave will be based upon the operational needs of the District and at the sole discretion of the Health Commissioner or her designee. Application for such leave shall be made in writing at least one (1) week prior to the beginning of said leave. An extension may be granted provided the employee applies in writing one (1) week prior to the end of the

existing leave. Fringe benefits shall not continue nor accumulate during a personal leave. An employee may, upon notification of one (1) week, return to work prior to the expiration of a person's leave of absence, if such early return is agreed to by the District.

ARTICLE 29 **MILITARY LEAVE**

Section 29.1. Bargaining unit employees who are members of the Ohio National Guard, the Ohio military reserve, the Ohio Naval militia, or 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 performing military duty. Such paid time shall not exceed twenty-two (22) eight (8) hour work days, or one hundred and seventy-six (176) hours, in a calendar year.

Section 29.2. Except as otherwise provided in Section 3 herein, a bargaining unit employee who is entitled to leave, as described in Section 1, and who is called to military duty for a period in excess of twenty-two (22) eight (8) hour work days or one hundred seventy-six (176) hours in a calendar year in which military duty is performed, due to an executive order of the President of the United States or an act of Congress, shall, during such period designated in the order or act, be paid the lesser of the following:

1. the difference between the gross monthly wage/salary as an employee and the sum of her gross military pay and allowances received that month;
2. five-hundred dollars (\$500.00).

Section 29.3. No bargaining unit employee shall receive payment under Section 2 herein if the sum of her gross monthly military pay and allowance exceeds her gross monthly wage/salary from the Employer.

Section 29.4. A bargaining unit employee shall be required to submit to the Employer the published order authorizing military duty or a written statement from the appropriate military commander authorizing such duty, prior to being credited with military leave as described herein.

ARTICLE 30 **UNION LEAVE**

Section 30.1. The Employer agrees that no more than two (2) delegates or alternate delegates to the annual conventions of the Union or other authorized Union activities shall be granted personal leave without pay for the purpose of participating in such conventions or other authorized Union activities. Such personal leave may be approved upon receipt of five (5) days advance written notification by the Union to the Employer. The length of such leave shall not exceed five (5) consecutive working days.

ARTICLE 31
COURT LEAVE

Section 31.1. The District shall grant full pay for regularly scheduled working hours on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received for court or jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.

Section 31.2. Employees shall not be entitled to paid court leave when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceeding, custody, appearing as directed with juvenile, etc. Such absences may be scheduled as vacation, personal leave or leave without pay.

Section 31.3. It is understood that an employee released from jury duty prior to the end of her scheduled work day shall report for the remaining hours, provided there are at least three (3) hours, excluding travel time, remaining in the employee's shift.

ARTICLE 32
LAYOFF AND RECALL

Section 32.1. Whenever it is necessary for the District to reduce its forces, the employees shall be laid off by classification in the following order:

1. temporary, seasonal, intermittent, interim and contract employees;
2. employees who have not completed their probationary period;
3. part-time employees;
4. employees who have satisfactorily completed their probationary period.

Section 32.2. Layoffs of bargaining unit employees will be by classification in order of seniority, beginning with the least senior and progressing to the most senior, up to the number of employees that are to be laid off. If the seniority of two (2) or more employees is equal, the employee shall be laid off alphabetically "Z" to "A." However, the chapter chairperson and steward shall have super-seniority in their classification or any classification they may bump to as provided for in Section 32.3 below.

Section 32.3. In the event an employee cannot hold her present classification, she shall have the right to bump an employee with lesser seniority in an equal or lower rated classification as long as said employee meets the minimum qualifications of the job and can perform the essential functions of the job within ten (10) working days. An employee who has been bumped from her classification shall be afforded the same right to bump an employee with lesser seniority in a equal or lower rated classification as long as said employee meets the minimum qualifications of

the job and can perform the essential functions of the job within ten (10) working days. An employee who has bumped into another classification and cannot perform the essential functions of the job within the ten (10) working days will be laid off and the vacancy may be filled according to Section 32.6 of this article.

Section 32.4. Within three (3) working days of layoff notification, it shall be the option of the employee as to whether she shall exercise her seniority rights to bump to an equal or lower rated classification or to be laid off. If after the layoffs and bumping is completed the Employer has need for and only enough funding for a part-time position in a laid-off classification, the Employer may offer the position to the laid-off employee in that classification with the most seniority who wishes recall. An employee who accepts or declines recall into a part-time position shall maintain all recall rights provided in Sections 32.6 and 32.7. At such time funding is available to provide that the part-time position becomes full-time, the position shall be filled according to Section 32.6 of this article.

In the event any employee is laid-off, she shall receive payment for earned but unused vacation and for any unpaid overtime to be paid on the next payroll date.

Section 32.5. Whenever possible, regular full-time employees shall be given a minimum of fourteen (14) calendar days advance written notice of layoff

Section 32.6. Employees shall be recalled in reverse order of layoff. An employee on layoff will be given ten (10) days notice of recall from the date on which the District sends the recall notice to the employee. The notice will be sent by certified mail to her last known address as shown on the District's records. Failure to report to work after recall will result in termination. An extension of ten (10) days may be granted to an employee showing good cause. In recall, the employees that bumped shall be recalled to the classification they previously held.

Section 32.7. Employees shall retain recall rights for a period of eighteen (18) months from the date of layoff.

ARTICLE 33 **VACATION**

Section 33.1. Full-time employees will earn vacation while on active pay status according to their length of service with the Elyria City Health District. In the case of previous employment with the state or any political subdivision of the state, such prior service will also be counted. A year is defined as twelve (12) months of service. Vacation leave is accrued at the following rates:

<u>Service Time</u>	<u>Accrual Rate</u>	<u>Annual Hours¹</u>
1 year through 6 years	.0385 hours per hour in active pay status	80 hours (2 weeks)
7 years through 12 years	.0577 hours per hour in active pay status	120 hours (3 weeks)
13 years through 19 years	.077 hours per hour in active pay status	160 hours (4 weeks)
20 years through 29 years	.0962 hours per hour in active pay status	200 hours (5 weeks)
30 years or more	.1154 hours per hour in active pay status	240 hours (6 weeks)

¹ This column reflects the annual hours earned by an employee who is compensated for forty (40) Hours a week.

Section 33.2. An employee becomes eligible for vacation leave on her full-time employment anniversary date, and vacation leave shall be taken by the employee only up to the amount she has accumulated as of the date she begins vacation.

Section 33.3. If any employee with at least one (1) year of full-time employment is terminated (voluntarily or involuntarily) prior to taking her vacation, she shall receive the prorated portion of any fully-earned but unused vacation leave at the time of separation. In case of death of an employee, the unused vacation leave shall be paid to her estate.

Section 33.4. Vacation leave requests must have prior approval of the immediate supervisor. Vacation leave must be planned and scheduled so that provisions can be made for adequate coverage of District programs.

Section 33.5. An employee may take her vacation during the calendar year at the convenience of the District. Vacation leave shall be charged at a minimum of one-half (1/2) hour and rounded to the next tenth (.10) of an hour for anything over one-half (1/2) hour.

The annual vacation request period will be from December 1 to December 14 of the year preceding the year for which the request is made. During this time period, employees should submit their vacation request for the upcoming year on a form provided by the District.

The Employer will make every attempt to accommodate vacation requests submitted during this time period. Generally, requests submitted by more senior employees will take precedence over those of less senior staff. However, all requests are subject to the operational needs of the District. Requests received outside of the submission period will be approved on a first-come, first-served basis.

Section 33.6. The District recognizes the important physical and mental benefits of time off and encourages employees to utilize all vacation time. Vacation may be accumulated up to a maximum of two (2) times the employee's annual rate. An employee requesting to carry over vacation must submit a written request to her supervisor. Any vacation credit in excess of the stated maximum without appropriate authorization will be forfeited.

Section 33.7. In addition to the vacation leave granted to employees under Section 1 above, current full-time employees shall continue to receive District-approved personal days off frozen to the amount they would be entitled to as of the execution date of this agreement as follows:

Completed Years of Service with the District as of the Execution Date of this Agreement	Number of Days
3 years of service	1 day per year
5 years of service	2 days per year
10 years of service	3 days per year
15 years of service	4 days per year
20 years of service	5 days per year

The holiday(s) must be used during the calendar year – it (they) may not be carried forward into the next calendar year. Days off **MUST** be approved in advance by the employee's supervisor, who will make all decisions based on the needs of the District. Employees hired after the execution date of this Agreement (August 1, 2006) are not eligible for any additional District-approved personal days as described above.

ARTICLE 34
HOLIDAYS

Section 34.1. All regular full-time employees shall be entitled to the following holidays:

1. the first day of January known as New Year's Day;
2. the third Monday of January known as Martin Luther King Jr. Day;
3. the third Monday of February known as Presidents Day;
4. the day celebrated as Memorial Day;
5. the fourth day of July known as Independence Day;
6. the first Monday in September known as Labor Day;
7. the day celebrated as Columbus Day;
8. the eleventh day of November known as Veteran's Day;

9. the fourth Thursday in November known as Thanksgiving Day;
10. the day after Thanksgiving;
11. the twenty-fifth day of December known as Christmas Day;
12. the day of Christmas Eve;
13. one-half day off on New Year's Eve;
14. any day appointed or recommended by the President of the United States, the Governor of the State of Ohio, or passed by legislation as a holiday may be observed by the District at the discretion of the Health Commissioner;
15. two (2) days for personal business provided that twenty-four (24) hours notice is given by the employee to the employer and this does not cause an undue hardship on the employer's operations; and
16. employee's birthday, to be taken on said day or as a floating holiday by mutual agreement between the employee and her department head.

Section 34.2. To be entitled to holiday pay, an employee must be on the active payroll (i.e., actually receives pay) during the week in which the holiday falls, and must have worked her last scheduled working day prior to the holiday, and the first scheduled working day after the holiday within the employee's regularly scheduled work week, unless such absence has been approved by the Health Commissioner.

Section 34.3. Should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday shall be observed as the holiday.

Section 34.4. Personal days and the employee's birthday shall be charged at a minimum of one (1) hour and rounded to the next tenth of an hour for anything over one (1) hour.

Section 34.5. Other than the employee's birthday and paid personal days, should any employee be required to work on any of the above holidays, the employee shall be entitled to holiday pay and premium pay at time and a half (1 1/2) for all hours worked.

ARTICLE 35
HOSPITALIZATION

Section 35.1. If at any time the City of Elyria is either unable or unwilling to offer the hospitalization plan to employees of the Elyria Health District, the parties shall meet within thirty (30) days to negotiate a successor provision to this article. The remainder of the agreement shall remain in full force and effect.

Section 35.2. The District agrees to continue offering bargaining unit employees the hospitalization plan offered by the City of Elyria, as set forth in the following sections of this article.

Section 35.3. The District agrees to continue to provide the bargaining unit employees a hospitalization plan that will provide the employees with the same or equivalent coverage as the plan in effect upon execution of this agreement except as provided for in Section 35.8 of this article. After 2005, the District shall increase the amount it contributes per employee to the amounts the City of Elyria contributes per member of Local 277, Elyria Service Workers.

Section 35.4. The monthly cost for family and single coverage shall be shared between the District and the employee; the District shall pay eighty-five percent (85%) of the cost and the employee shall pay fifteen percent (15%) of the cost. Beginning with the first pay period in January 2007, the employee per-pay contribution shall be \$33.75 for single coverage and \$67.50 for family coverage. The District's monthly contribution shall be \$413.00 for single coverage and \$826.00 for family coverage. Thereafter, the contribution rates shall be determined in accordance with the calculation of costs as set forth in Sections 5 and 8 of this Article.

Section 35.5. At the beginning of each quarter (no later than the 15th day of each of the following months: February, May, August, and November), the City shall have calculated an amount equal to the actual cost of providing the hospitalization (hereinafter "actual cost") for the preceding five (5) quarters, or fifteen (15) months, including the cost of administering the plan, medical claims, the stop-loss insurance, maintenance of the plan, the maintenance of or accumulation of an adequate reserve (defined in Section 6), together with set offs for any COBRA payments, interest earned by the funds in the Employee's Health and Hospitalization Fund for the previous quarter, and any excess carry-over as determined below.

If the amount of actual cost is less than the established contribution amount, then any additional amount shall be retained in the Employee's Health and Hospitalization Fund and credited against the next succeeding quarter's actual cost.

Section 35.6. The parties agree that two hundred thousand dollars (\$200,000.00) shall be an adequate reserve balance. The parties shall adjust benefit levels and/or contributions such that the reserve will accumulate funds over a reasonable period of time, until the above adequate balance is achieved. If the reserve falls in deficit, the EHP Committee shall immediately meet to discuss and make a decision regarding the Plan as set forth in Sections 4 and 5.

Section 35.7. Nothing in this article shall diminish the District's obligation to provide and pay for the hospitalization plan established.

Section 35.8. Effective September 1, 2016 – Either party may reopen negotiations for contract term 9/1/16 – 8/31/17 on the sole issue of Healthcare by submitting written notice to the other party by May 31, 2016 only if the following has occurred:

All other bargaining units in the City of Elyria have modified language on healthcare different from what exists in this agreement.

No changes in Article 35 shall create employee contributions of this unit to be higher than the lowest rate paid by the other City collective bargaining agreements.

Effective September 1, 2017 – Either party may reopen negotiations for contract term 9/1/17 – 8/31/18 on the sole issue of Healthcare by submitting written notice to the other party by May 31, 2017 only if the following has occurred:

All other bargaining units in the City of Elyria have modified language on healthcare different from what exists in this agreement.

No changes in Article 35 shall create employee contributions of this unit to be higher than the lowest rate paid by the other City collective bargaining agreements.

If in any year both wages and healthcare are opened, both issues may be negotiated together.

Section 35.9. There shall be an Employee's Hospitalization Plan (EHP) Committee comprised of one (1) representative from each of the City Employee bargaining units, plus the Elyria City Health District bargaining unit, whose members are eligible for health care benefits and who have agreed to have a representative on the committee, and three (3) representatives appointed by the City. Each local Union shall have its secretary notify the City of the name(s) of its representative(s). Decisions of the committee shall be by majority vote of the committee.

- A. The committee shall meet no later than the 15th of February, May, August, and November to make decisions for the following quarter. The City will provide the EHP Committee with all costs and experience data it has available.
- B. The EHP Committee may decide any of the following:
 - i.) To keep the same plan and pass on any cost increases above the rates set forth in Section 4 of this Article; or

- ii.) To change the plan and reduce the level of benefits so that there is no increase in the cost of the plan; or
 - iii.) To change the plan and reduce the level of benefits, and if there is an increase to the rates set forth in Section 4 of this article, pass that increase on based on Section 4; or
 - iv.) To change the plan and increase the level of benefits if there is a decrease to the rates set forth in Section 4 of this article and pass that decrease on through contributions as set forth in Section 4.
- C. The Committee may not change the percentage split (85% Employer and 15% employee) of the monthly cost.
 - D. Decisions of the committee are final and cannot be changed unilaterally by the City. The EHP Committee shall meet as set forth in Section 5 and make a decision based on Section 8B if necessary. If the committee is going to decide that the City must take bids, the committee must provide the City with the necessary information by September 15th preceding the year for which bids are taken.
 - E. There shall be an EHP Committee meeting prior to any increase in the employee's contribution.

Section 35.10. Spousal Hospitalization.

- A. The parties agree that spouses of District employees that are employed elsewhere and have health care coverage available through their respective employers shall be required to obtain single coverage through that employer as long as the cost of that single coverage to the spouse is one hundred twenty-five dollars (\$125.00) per month or less. In those cases, the District shall not provide primary coverage for spouses of District employees who are employed and have health care available via that employer and at that cost.
- B. The District will continue to provide primary coverage for those spouses whose single plan coverage costs the spouse more than one hundred twenty-five dollars (\$125.00) per month.
- C. In exchange, the District agrees to reimburse District employees the actual monthly contribution for their spouse's single coverage, up to the monthly amount of one hundred twenty-five dollars (\$125.00) per month.

- D. The employee shall provide proof that the spouse either enrolled in their employer's health coverage or that they are ineligible for coverage through their employer. District employees shall be required to report to the City Auditor any changes to the actual monthly contribution required by the spouse's employer or the spouse's eligibility for coverage by the spouse's employer immediately after the spouse is provided with notification of such changes by the spouse's employer.

ARTICLE 36
AFSCME CARE PLAN

Section 36.1. The District shall contribute fifty cents (\$.50) per month for each employee in the bargaining unit for the AFSCME hearing aid coverage.

Section 36.2. The District shall provide vision coverage and life insurance coverage under the City plan. Life insurance coverage shall be in the amount equal to the employee's annual salary (up to a maximum of \$50,000.00) and doubled in the event of accidental death.

Section 36.3. The District agrees to make available all voluntary, supplementary life insurance programs offered by the City of Elyria.

ARTICLE 37
UNIFORMS

Section 37.1. The District shall provide each new employee with one (1) new Elyria City Health District uniform shirt. Uniform shirts will be worn when required by the District.

Section 37.2. The District shall provide three (3) new uniform shirts to employees required by the District to wear uniforms to work on a regular basis.

Section 37.3. The District agrees to replace worn and torn uniform shirts as necessary. Employees shall be required to turn in their old uniform shirt when requesting a replacement shirt.

ARTICLE 38
CELL PHONES

Section 38.1. The District agrees to reimburse those employees who are requested by the District to use their own personal cell phones for District business (see, Appendix G) at the rate of ten dollars (\$10.00) per month, to be paid quarterly. Employees who do not have a personal cell phone may use a District-owned cell phone, if available, for work assignments outside the office.

Section 38.2. Based on job assignments, employees may be added to or deleted from Appendix G. The District shall notify the Union before making changes.

ARTICLE 39
MILEAGE AND TRAVEL COMPENSATION

Section 39.1. All employees authorized to use their vehicle in the performance of their duties for the District shall be reimbursed for such mileage at \$.505 per mile or the rate established by the District whichever is greater. Once established the new rate may not be reduced. The Board shall review the mileage reimbursement rate annually.

Section 39.2. Employees required by the District to attend job related conferences, trainings, or functions outside the jurisdiction of the District shall be compensated for all hours up to the normal work day plus necessary travel time less the employee's normal commute time to work at the applicable rate of pay (see Article 17, Hours of Work and Overtime).

Section 39.3. Employees required to travel out of town, with advanced approval of the Health Commissioner, will be reimbursed for any meals, lodging, parking fees and tolls at the rate established by the District.

ARTICLE 40
SEVERABILITY

Section 40.1. In the event any provision of this Agreement is invalidated by a court of competent jurisdiction or by an official having authority to rule in the matter, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect. Both parties will meet within thirty (30) days and attempt to negotiate a lawful successor provision.

Section 40.2. The parties agree that no section of the civil service laws contained in the Ohio Revised Code Sections 124.01 through 124.56, nor any local rules and regulations of the civil service commission of the District, pertaining to wages, hours, terms and other conditions of employment, shall apply to bargaining unit employees where such matter has been addressed by this Agreement.

Section 40.3. Notwithstanding the above, Section 124.57 O.R.C. shall continue to apply to bargaining unit employees.

ARTICLE 41
SUBCONTRACTING

Section 41.1. Prior to subcontracting any work normally done by bargaining unit employees, the District agrees to meet with the Union to discuss alternatives to subcontracting. If requested by the Union, the District shall provide the Union with a copy of a Request for Proposal for subcontracting prior to putting it out for bid.

ARTICLE 42
LABOR/MANAGEMENT COMMITTEE

Section 42.1. In the interest of sound labor/management relations, unless mutually agreed to otherwise, in the months of March, June, September, and December, the Employer and/or her designee(s) shall meet with not more than two (2) employee Union representatives and up to one (1) staff representative, if desired, to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement. The specific date and time of the next meeting will be determined by the parties prior to the conclusion of each meeting.

Section 42.2. An agenda will be furnished at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up at the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

1. discuss the administration of this Agreement;
2. disseminate general information of interest to the parties;
3. discuss ways to increase productivity and improve efficiency;
4. consider and discuss health and safety matters relating to employees; and
5. consider recommendations for changes from the Employer or Union in policies, operating procedures, rules and/or regulations.

Section 42.3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 42.4. Employee representatives who are schedule to be at work during the time of this meeting shall suffer no loss of pay.

ARTICLE 43
DURATION OF AGREEMENT

Section 43.1. This Agreement shall be effective as of September 1, 2015, and shall remain in full force and effect until midnight on August 31, 2018.

Section 43.2. If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. Modifications or amendments at

any other time than that established above shall only be by the mutual written consent of the parties.

Section 43.3. The parties acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The parties also acknowledge and agree that all past practice of the parties, prior to the execution date of this Agreement, shall be null and void.

ARTICLE 44
EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 16th day of December, 2015.

For the Elyria Health District

**For AFSCME Local 277
and Ohio Council 8, AFL-
CIO**

Negotiating Committee Member

Diane L. Cudright

Negotiating Committee Member

Thomas C. Boyer

Health Commissioner

Win Sand

Ohio Council 8 Representative

Date: 12-16-15

Date: 12/16/15

APPROVED AS TO FORM:

Scott F. Serazin 12-16-15

Scott F. Serazin, Law Director

APPENDIX A
STEWARD TIME

Name: _____ Date: _____

Dept.: _____ Grievance No.: _____

Check One: Steward Local President

Started: _____ a.m./p.m. Ended: _____ a.m./p.m.

Approved by: _____
(Supervisor Signature)

LEAVING AREA

Departure Time: _____ a.m./p.m. Returned: _____ a.m./p.m.

Destination: _____

Reason for Leaving: _____

Approved by: _____
(Supervisor Signature)

Check One:

- Investigate Grievance
- Attend Grievance Hearing
- Attend Meeting with City Administrator

Start Time: _____ a.m./p.m. Ended: _____ a.m./p.m.

Approved by: _____
(Supervisor's Signature)

APPENDIX B
FAIR SHARE FEE PROCEDURES

APPENDIX C
GRIEVANCE FORM
Elyria Health District and Local 277, AFSCME

Employee Name: _____ Grievance No.: _____

Grievant Classification: _____

Date Grievance Happened: _____ Date Discussed: _____

Supervisor: _____

Article(s) and Section(s) of the Agreement Violated: _____

Statement of Facts: _____

Resolution Requested: _____

Steward's Signature _____

Employee's Signature _____

Date:

Date:

(For group grievance; The signatures of all employees filing grievance shall be attached.) The above signature shall be the employee who represents the group.)

APPENDIX C (CONTINUED)
GRIEVANCE FORM
STEP 1

Employee Signature: _____ Date: _____

Received by: _____ Date: _____

Immediate Supervisor's Answer:

Date: _____

(Immediate Supervisor's Signature) _____

Employee Accepts Rejects

Date: _____

STEP 2

Delivered by Steward to Health Commissioner by:

Name: _____ Date: _____

Employee Signature: _____ Date: _____

Received by: _____ Date: _____

Health Commissioner's Answer:

Health Commissioner's Signature _____ Date _____

APPENDIX D
AFSCME OHIO COUNCIL 8 and LOCAL 277, AFL-CIO
AND
ELYRIA CITY HEALTH DISTRICT

Memorandum of Understanding- Seniority

It is hereby agreed by and between the Elyria Health District, Ohio Council 8, Local 277, AFSCME, AFL-CIO, that:

The full-time seniority date for each employee currently within the bargaining unit is listed below:

Seniority Date	Name	Job Classification
5/20/85	D. Cutright	Mgmt Info Specialist
7/13/98	S. Nieves	Public Health Nurse
6/23/99	M. Gilbert	Public Health Nurse
10/4/99	K. Gallagher	Public Health Nurse
6/5/00	S. Lorbach	Account Clerk
9/25/00	J. Simmons	Public Health Nurse
12/22/00	T. Dietsche	Public Health Nurse
5/21/01	J. Box	Public Health Nurse
7/1/02	P. West	Comm Outreach Wkr.
6/6/11	M.Kruggel	Sanitarian
10/24/11	A. Selent	Public Health Nurse
11/21/11	C. Moon	Comm. Outreach Wkr.

APPENDIX E

Effective September 1, 2015

Pay Range	Starting Rate	End of Probation	1st Year Rate	2nd Year Rate	3rd Year Rate	4th Year Rate
Range 1	10.0200	10.322	10.6461	10.9705	11.3172	11.6638
Medical Assistant						
Range 2	12.0329	12.402	12.7935	13.1847	13.5874	14.0123
Community Outreach Worker I Clerical Specialist						
Range 3	13.2089	13.6081	14.0189	14.4293	14.8629	15.3078
Account Clerk Vital Statistics Registrar						
Range 4	14.8957	15.3431	15.8016	16.2825	16.7633	17.2666
Community Outreach Worker II						
Range 5	15.1936	15.65	16.1176	16.6082	17.0986	17.6119
Management Information Specialist						
Range 6	18.2278	18.7753	19.3344	19.9161	20.5091	21.1365
Sanitarian						
Range 7	20.9655	21.5929	22.243	22.9045	23.6003	24.3581
Public Health Nurse						
Range 8	23.0642	23.76	24.6953	25.1973	25.9614	26.4748
Nurse Practitioner						
SIT						
Sanitarian in Training	17.0871	17.4635	17.8401	18.1278		

APPENDIX F

ELYRIA HEALTH DISTRICT
APPLICATION FOR VACANT POSITION FORM

Applicant's Name: _____
(Please print)

Applicant's Current Position: _____

Position Applicant is Applying for: _____

Applicant's Employment Date: _____

Applicant's Past Positions with the District:

The undersigned employee feels that he/she possesses the requisite skills, knowledge and abilities, wishes to be considered and hereby gives notice of application for the following announced position:

Employee Signature _____ Date _____

Comments to the Commissioner with regard to said bid (optional):

APPENDIX G

EMPLOYEES REQUESTED TO USE PERSONAL CELL PHONES

Name	Job Classification
S. Nieves	Public Health Nurse
M. Gilbert	Public Health Nurse
K. Gallagher	Public Health Nurse
J. Simmons	Public Health Nurse
T. Dietsche	Public Health Nurse
J. Box	Public Health Nurse
P. West	Community Outreach Worker
M. Kruggel	Sanitarian
A. Selent	Public Health Nurse
C. Moon	Community Outreach Worker

MEMORANDUM OF UNDERSTANDING

**ELYRIA HEALTH DISTRICT
ELYRIA, OHIO HEALTH DISTRICT EMPLOYEES, AFSCME LOCAL 277
AND
AFSCME OHIO COUNCIL 8, AFL-CIO**

The following is an understanding between AFSCME Local 277 and Ohio Council 8 (the "Union") and the Elyria Health District (the "Health District").

Whereas, from time to time it may become necessary for the Health District to hire employees for the position of Sanitarian-In-Training and the parties agree;

The wage scale will be utilized for the position of Sanitarian-In-Training and included in Appendix E of the Agreement.

Once an employee becomes properly credentialed to become an Ohio Registered Sanitarian, the employee shall be paid at the corresponding pay rate for a Sanitarian or receive at least a \$.10 increase in hourly compensation, whichever is greater.

This Memorandum of Understanding contains the entire agreement between the Union and the Health District, and no additional promises have been made or relied on by any party.

MEMORANDUM OF UNDERSTANDING
ELYRIA HEALTH DISTRICT
ELYRIA, OHIO HEALTH DISTRICT EMPLOYEES, AFSCME LOCAL 277
AND
AFSCME OHIO COUNCIL 8, AFL-CIO

This is an understanding between AFSCME Local 277 and Ohio Council 8 (hereinafter "Union") and the Elyria City Health District (the "District") regarding the compensation of part-time personnel. In resolution of this issue, the District and the Union do hereby agree to the following:

During the life of the agreement, should any part-time employee of the District be classified as full-time, they shall be placed on the salary schedule at a step that gives them at least \$.10 per hour increase. This wage rate shall be effective beginning the day of appointment into the full-time position.

Part-time employees that have been employed by the District for at least one (1) year and become classified as full-time shall be required to serve the sixty (60) day probationary period for promoted employees under Section 15.2.

During the life of this agreement the District will not hire any new part-time employees at a rate of pay higher than the starting wage rate for the same full-time classification in the bargaining unit. Also, the District will not increase the wages of any part-time employees above the amounts listed in Appendix E (Wage Scale) for the length of service they obtain.

MEMORANDUM OF UNDERSTANDING
ELYRIA HEALTH DISTRICT
ELYRIA, OHIO HEALTH DISTRICT EMPLOYEES, AFSCME LOCAL 277
AND
AFSCME OHIO COUNCIL 8, AFL-CIO

This is an understanding between the AFSCME Local 277 and Ohio Council 8 ("Union") and the Elyria Health District (the "District") regarding hospitalization. In resolution of this issue, the District and Union do hereby agree to the following:

- If the covered employee's spouse has the option between more than one (1) type of coverage, and the spouse wishes to enroll in an option whose premium is more expensive than one hundred twenty-five dollars (\$125.00) per month, the matter shall be presented to the Hospitalization Plan Committee. The Committee shall determine on a case-by-case basis whether the less expensive plan is grossly inferior to the desired plan, and which coverage the employee's spouse shall be reimbursed for, up to the amount of one hundred and twenty-five dollars (\$125.00), or whether the spouse shall be permitted to stay on the City's/District's plan.

- Should an employee of the District opt to leave the City's/District's hospitalization plan for another plan, he shall be paid one hundred twenty-five dollars (\$125.00) per month upon proof of alternate coverage.

- It is the understanding of the parties, as explained by Medical Mutual and the attached certificate, that "balance left after the primary health care plan has paid" is inclusive of deductibles and co-pays, and further that such remaining deductibles and co-pays submitted to the City will be processed by the City as the employee's secondary plan.

This Memorandum of Understanding contains the entire agreement between the Union and the District, and no additional promises have been made or relied on by any party.

Physical Examination

Medical Mutual may require that you have one or more physical examinations at its expense. These examinations will help to determine what benefits will be covered, especially when there are questions concerning services you have previously received and for which you have submitted claims. These examinations will not have any effect on your status as a Covered Person or your eligibility.

Legal Actions

No action, at law or in equity, shall be brought against Medical Mutual or the Plan to recover benefits within 60 days after Medical Mutual receives written proof in accordance with this Benefit Book that Covered Services have been given to you. No such action may be brought later than three years after expiration of the required claim filing limit as specified in the Proof of Loss section.

Coordination of Benefits

Coordination of Benefits is the procedure used to pay health care expenses when you or an Eligible Dependent is covered by more than one health care plan. The Plan follows rules established by Ohio law to decide which health care plan pays first and how much the other health care plan must pay. The objective is to make sure the combined payments of all health care plans are no more than your actual bills.

When you or your Eligible Dependents are covered by another group health care plan or an individual plan or policy in addition to this one, the Plan will follow Ohio coordination Of benefit rules to determine which health care plan is primary and which is secondary. You must submit all bills first to the primary health care plan. The primary plan must pay its full benefits as if you had no other coverage. If the primary health care plan denies the claim or does not pay the full bill, you may then submit the balance to the secondary health care plan.

The Plan pays for health care only when you follow the Plan's rules and procedures. If the Plan's rules conflict with those of another health care plan, it may be impossible to receive benefits from both health care plans, and you will be forced to choose which health care plan to use.

Plans That Do Not Coordinate Benefits

The Plan will pay benefits without regard to benefits paid by the following kinds of coverage:

- Medicaid;
- Group hospital indemnity coverages which pay less than \$100 per day;
- school accident coverage; and
- some supplemental sickness and accident policies.

How the Plan Pays As Primary

- When this Plan is primary, it will pay the full benefit provided by your Benefit Book as if you had no other coverage.

How the Plan Pays As Secondary

- When this Plan is secondary, its payments will be based on the balance left after the primary health care plan has paid. The Plan will pay no more than that balance. In no event will the Plan pay more than it would have paid had this Plan been primary.
- The Plan will pay only for health care services that are covered under this Benefit Book.
- The Plan will pay only if you have followed all of the Plan's procedural requirements, including precertification.
- The Plan will pay no more than the "allowable expense" for the health care involved.

Which Health Care Plan is Primary?

To decide which health care plan is primary, the Plan has to consider both the coordination of benefits provisions of the other health care plan and which member of your family is involved in a claim. The primary health care plan will be determined by the first of the following which applies:

ELYRIA CITY HEALTH DISTRICT/AFSCME
LETTER OF UNDERSTANDING

The Elyria City Health District ("District") and the American Federation of State, County, and Municipal Employees (AFSCME) ("Union") enter into this letter of understanding with the purpose of modifying the terms of Article 35 of the collective bargaining agreement as set forth below.

1. Once the adequate reserve balance of two hundred thousand dollars (\$200,000.00) is achieved, the Employee's Hospitalization Plan (EHP) Committee may, as an alternative to the options set forth in Section 35.6 of the agreement, elect to decrease the monthly contribution rates for the District and the employees below that are set forth in Section 35.4 of the Agreement.
2. If the EHP elects to decrease the monthly contribution rates, the District agrees to waive the provisions of Sections 35.4 and 35.8 C and equally split, on a 50-50 basis, any decrease to the monthly contribution rate. If the EHP elects this option, the District's share of the contribution may exceed 85% of the total monthly cost.

Example (set forth for illustrative purposes only):

Current total Monthly Cost (family)	= \$900.00
Current District Contribution (85%)	= \$765.00
Current Employee Contribution (15%)	= \$135
If EHC decreases monthly cost (family) by \$50.	= \$850.00
New District Contribution (\$25.00 decrease)	= \$740.00
New Employee Contribution (\$25.00 decrease)	= \$110

If at any time the EHC subsequently decides to pass on any cost increases pursuant to Section 35.8 B, the cost increases shall first be passed on equally (a 50 - 50 basis), until such time as the District's share of the contribution rate as of November 1, 2007, is achieved. Thereafter, any cost increases will be based upon the 85% - 15% cost sharing as agreed to in Section 35.4 and 35.8 C of the Agreement.

MEMORANDUM OF UNDERSTANDING
ELYRIA HEALTH DISTRICT
ELYRIA, OHIO HEALTH DISTRICT EMPLOYEES, AFSCME LOCAL 277
AND
AFSCME OHIO COUNCIL 8, AFL-CIO

This is an understanding between the AFSCME Local 277 and Ohio Council 8 ("Union") and the Elyria Health District (the "District") regarding sick leave and sick leave incentive. In resolution of this issue, the District and Union do hereby agree to the following:

In the case the Elyria Health District is dissolved, or in case of a layoff that has exceeded the recall period, employees with ten (10) or more years of consecutive service and who were hired by the District on or after July 1, 1985, shall receive pay for up to one-third (1/3) the value of one hundred twenty (120) days of their accumulated but unused sick leave. No such employee shall receive more than forty (40) full days pay.

MEMORANDUM OF UNDERSTANDING
ELYRIA HEALTH DISTRICT
ELYRIA, OHIO HEALTH DISTRICT EMPLOYEES, AFSCME LOCAL 277
AND
AFSCME OHIO COUNCIL 8, AFL-CIO

The Elyria City Health District and AFSCME Local 277 hereby agree that the Health District will pay for Nursing Professional Liability insurance for coverage in the amount of \$ 1 million each incident - \$ 6 million aggregate for 2012 (2011-2012) for each District Nurse.

Thereafter, the Health District shall make an annual determination as to whether or not it will pay for the supplemental insurance for employees. The Union shall be notified by June 15 of each year of the Health District's decision.

MEMORANDUM OF UNDERSTANDING
ELYRIA HEALTH DISTRICT
ELYRIA, OHIO HEALTH DISTRICT EMPLOYEES, AFSCME LOCAL 277
AND
AFSCME OHIO COUNCIL 8, AFL-CIO

This is an understanding between the Elyria City Health District (the District) and AFSCME Local 277 and Ohio Council 8 (the Union) regarding missed lunch periods.

Section 1. Employees shall notify their supervisor if they believe they will be unable to take their one (1) hour lunch break.

Section 2. If it is determined by the supervisor that the employee cannot take their one (1) hour lunch, the employee shall receive one (1) hour of overtime at time and one-half in addition to their regular eight (8) hours, or if the employee requests he/she may leave one (1) hour early that workday with the approval of the supervisor.

Section 3. If an employee requests to take a shorter lunch period, the district will make a reasonable attempt to accommodate the employee. Any time less than one (1) hour taken shall be paid overtime at time and one-half.

MEMORANDUM OF UNDERSTANDING
ELYRIA HEALTH DISTRICT
ELYRIA, OHIO HEALTH DISTRICT EMPLOYEES, AFSCME LOCAL 277
AND
AFSCME OHIO COUNCIL 8, AFL-CIO

The Elyria City Health District (the District) and AFSCME Local 277 and Ohio Council 8 (the Union) agree that the District shall post a printout of compensatory time for all employees on a bi-weekly basis.

MEMORANDUM OF UNDERSTANDING
ELYRIA HEALTH DISTRICT
ELYRIA, OHIO HEALTH DISTRICT EMPLOYEES, AFSCME LOCAL 277
AND
AFSCME OHIO COUNCIL 8, AFL-CIO

This is an understanding between the AFSCME Local 277 and Ohio Council 8 ("Union") and the Elyria Health District (the "District") regarding sick leave and sick leave incentive. In resolution of this issue, the District and Union do hereby agree to the following:

This memorandum applies to Diane Cutright (hereinafter "the employee,") who is the only member of the bargaining unit who was hired prior to July 1, 1985.

The employee may choose to participate in one (1) of the following options, in lieu of the sick leave payout or sell-back provisions of the collective bargaining agreement (Section 23.12 and 23.13):

1. In the case of resignation, death, permanent disability, or retirement, or resignation due to a proven bona fide illness for herself or a member of her immediate family, or if she leaves employment for any reason after ten (10) years of continuous service, the employee may receive pay for one hundred five (105) days plus fifty percent (50%) over one hundred five (105) days of her accumulated, but unused, sick leave.
2. If the employee maintains at least sixty-five percent (65%) of her earned sick leave, she shall be eligible to sell back up to two (2) weeks of sick leave per year beginning five (5) years before she is eligible for retirement. If the employee is eligible, she shall notify the District before December 1 of each year as to how much sick leave, if any, she desires to sell back. The sick leave sold back to the Employer shall be paid to the employee by January 30 of the following year.
3. If the employee maintains at least sixty-five percent (65%) of her earned sick leave, she shall be eligible for a combination of options 1 and 2 above. The employee may sell back up to two (2) weeks of sick leave per year prior beginning five (5) years before she is eligible for retirement. In addition, pursuant to paragraph 1, she may receive pay for up to one hundred five (105) days plus fifty percent (50%) over one hundred five (105) days of her accumulated, but unused, sick leave. However, the amount of unused sick leave for which she would be entitled to be paid under paragraph 1 shall be reduced for each day of sick leave she sells back to the District under paragraph 2 above.

This Memorandum of Understanding contains the entire agreement between the Union and the District and no additional promises have been made or relied on by any party.

MEMORANDUM OF UNDERSTANDING
ELYRIA HEALTH DISTRICT
ELYRIA, OHIO HEALTH DISTRICT EMPLOYEES, AFSCME LOCAL 277
AND
AFSCME OHIO COUNCIL 8, AFL-CIO

The Elyria Health District recognizes AFSCME Local 277 Elyria Health District Employees as Family Medical Leave Act (FMLA) eligible and will follow the policies and procedures set out in the Act.

