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LABOR AGREEMENT BETWEEN

RICHLAND PUBLIC HEALTH

AND

**AFSCME, COUNCIL 8
AND ITS LOCAL 3469**

DATE OF EXECUTION TO DECEMBER 18, 2016

Should be 12/1/2018, see duration section.

SERB CASE NO. 2015-MED-08-0720

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ARTICLE 1
PREAMBLE/PURPOSE

Section 1.1. Preamble and Purpose. This Agreement, entered into by Richland Public Health, hereinafter referred to as the “Employer”, and the American Federation of State, County, and Municipal Employees (AFSCME), Ohio Council 8 and Local No. 3469, AFL-CIO, hereinafter referred to as the “Union”, has as its general purposes the following:

- A. Provide a contract between the parties that mutually promotes the interests of the employees and the citizens of Richland County; to set forth herewith terms and conditions of employment for the employees; and to provide for the efficient and effective delivery of services for citizens of Richland County in compliance with the requirements of Chapter 4117 of the Ohio Revised Code.
- B. Provide for the peaceful and equitable adjustment of differences which may arise.
- C. Achieve and maintain a satisfactory and stable employer-employee relationship.
- D. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the Employer.

Section 1.2. Mutual Cooperation. In order to provide the maximum service to the taxpayer, and the maximum terms and conditions of employment for employees in the bargaining unit, the parties recognize the principle of a fair day’s work for a fair day’s pay. The parties agree to cooperate in order to accomplish these goals, not inconsistent with this Agreement.

ARTICLE 2
RECOGNITION

Section 2.1. Bargaining Unit. The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all employees in the bargaining unit originally defined in SERB Case No. 87-REP-3-0087 (1987) and any later amendments thereto, as follows:

INCLUDED: All full time and part time professional employees and all nonprofessional employees employed by Richland Public Health including Nurse Practitioners, Public Health BSN, Public Health RN, Clinic BSN, Clinic RN, LPN, Social Workers, Computer Specialist, Health Educators, Case Managers, Sanitarians, Sanitarian-in-Training, Sanitarian Aides, Plumbing Inspectors, Registered Dietitians, Nutritionist Assistants, Clerical Specialists, Vital Statistics Deputy Registrar, Account Specialist, Administrative Specialists, Clerks, Custodial Workers, Registered Dietitian/Breast Feeding Specialist, Community Health Worker, Maintenance Aide, Administrative Fiscal Assistant, and Breast Feeding Peer Helper.

EXCLUDED: All management level employees, supervisors and confidential employees as defined in the Act including Health Commissioner, Director of Fiscal Operations, Director of Human Resources and Information Technology, Fiscal/Payroll Specialist, Human Resources Specialist, Director of Nursing, Director of Environmental Health, Assistant to Environmental Director, Director of WIC, Public Health Nursing Supervisor, Public Health Nursing Supervisor/Epidemiologist, Health Education and Communication Specialist, Health Promotion Supervisor, Clinic Nursing Supervisor, Clinic Office Supervisor, Sanitarian Supervisor, WIC

Supervisor, Information Technology Manager, Chief Plumbing Inspector, Director of Health Promotion & Education, Asst. to the Health Commissioner, Administrative Secretary (four employees confidential) and all intermittent employees.

Section 2.2. Work by Employees. Work ordinarily performed by employees in the bargaining unit shall continue to be performed by those employees. Volunteers, welfare/workfare persons, job corps trainees, interns, student trainees and similarly-situated individuals may be utilized in the manner they have historically been utilized. Management and other non-bargaining unit employees may continue to perform duties and tasks also performed by bargaining unit employees, but only to the extent and with the frequency that they did so prior to the certification of the union. In the absence of bargaining unit employees, during the vacancy of a bargaining unit position which the employer is attempting to fill, during any emergency, or where the bargaining unit employees are not available to perform such work, or for the purpose of training or instructing bargaining unit work, or for the purpose of training or instructing bargaining unit employees, the Employer may utilize supervisors or other non-bargaining unit employees to perform bargaining unit work.

Section 2.3. Welfare/Workfare Participants. The Employer agrees that it will not utilize welfare/workfare persons, members of job corps or similar organizations, student trainees or volunteers under circumstances that would cause the layoff or delay the recall of bargaining unit employees.

ARTICLE 3 **PAYROLL CHECKOFF DEDUCTIONS**

Section 3.1. Dues Deduction. The Employer agrees to deduct Union payroll check-off deductions in accordance with this Article for all employees covered by this Agreement.

Section 3.2. Authorizations for Deductions. The Employer agrees to deduct regular payroll check-off deductions once each pay period from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the appropriate Union representative of the employees. Upon receipt of the proper authorization, the Employer will deduct payroll check-off deductions from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer. A check payable to AFSCME Ohio Council 8 will be remitted on a biweekly basis to the Comptroller, 6800 N. High Street, Worthington, Ohio 43085.

Section 3.3. Employer Indemnified. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions 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 proceedings by any employee arising from deductions made by the Employer in reliance upon authorizations presented pursuant to Section 3.2 and otherwise made 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 3.4. Employee Dues Cessation. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization in accordance with terms of this Agreement; or (6) resignation by the employee from the Union.

Section 3.5. Insufficient Funds. The Employer shall not be obligated to make dues check-off from any employee who, during any biweekly period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of dues.

Section 3.6. Submission of Claims, Limits. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union payroll checkoff deduction would normally be made by deducting the proper amount.

Section 3.7. Union Notice of Increases in Dues. The Union shall notify the Employer in writing of any increase in the current payroll checkoff deduction being deducted. Such increase of dues shall be deducted in the second pay period following notification of any increase in deductions.

Section 3.8. Duration of Authorization. Except as otherwise provided in Section 3.4, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

ARTICLE 4 **NO DISCRIMINATION / HARASSMENT**

Section 4.1 Equal Employment and Reporting of Claims. The Employer's policy is that all employees will enjoy equal employment opportunity; therefore, no employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against or harassed, to the extent prohibited by law, because of race, national origin, religion, sex, sexual preference, age, disability or political affiliation. Complaints of unlawful discrimination or harassment shall be brought, at the employee's option, either to the employee's supervisor, program manager, Director of Human Resources and Information Technology or Health Commissioner for investigation and action. In addition to the above rights, employees may report any of these incidents to the Union.

Section 4.2. Nondiscrimination. Neither party shall discriminate against any employee on the basis of Union affiliation or lack thereof.

Section 4.3. Gender. References to either gender in this Agreement shall be understood to include male and female employees.

ARTICLE 5
UNION REPRESENTATION

Section 5.1. Stewards. Employees selected by the Union to act as Union Representatives for the purpose of investigating and processing grievances under the Grievance and Arbitration procedure (Article 9 herein), shall be known as stewards. Each steward shall be permitted an alternate steward who shall function in place of the steward when the steward is absent from work.

Section 5.2. Grievance Procedure and Permission.

- A. Stewards may be permitted to present grievances in Step One and Two meetings, pursuant to Article 9, Section 9.3, during working hours without loss of pay only with express and advance permission of their supervisor. A steward seeking permission shall contact his/her supervisor prior to leaving his/her work location, shall state the nature of the need for leaving his/her work location, destination and the approximate length of his/her stay. Whether permission is granted shall be completely within the discretion of the Employer; however, supervisors shall not unreasonably deny approval. When permission has been granted, the steward will notify his/her supervisor upon his/her return to the work area.
- B. Employees who are not acting as stewards pursuant to the procedure set forth in this Section may not engage in Union-related activity during working hours without express advance permission from their supervisor.

Section 5.3. Names of Stewards.

- A. The Union shall notify the Employer in writing of the names of the stewards, alternate stewards, and their respective jurisdictional areas after such designation. Stewards and alternates shall process grievances only in their designated jurisdictional areas.
- B. The names and addresses of all officers of the Union shall be submitted in writing to the Employer upon each office being filled. The Union shall notify the Employer of any changes in officers so designated.

Section 5.4. Access to Premises. The designated AFSCME Staff Representative will be permitted access to the Employer's premises upon reasonable advance notice to the Health Commissioner or his designee. The Staff Representative shall not interfere with or impede any employee in the performance of his/her duties.

Section 5.5. Time Off to Attend Union Functions. Employees designated by the Union shall be permitted time off without pay not to exceed a total of ten (10) work days to attend up to two Union functions per calendar year.

Section 5.6. Use of Facilities and Copies of Contract.

- A. The Employer agrees to make its facilities available to the Union after regular working hours for periodic union meetings. The Employer also agrees to attempt to make its facilities available to the Union during the hours of 11:30 – 12:30 for periodic Union meetings so long as those meetings do not occur on any employee’s working time and do not interfere with Health Department operations. The parties understand that Union meetings proposed to be scheduled during the working day may be denied, or cancelled, at the discretion of Management, due to operational needs.
- B. The authorized Union officials shall be permitted to use the Employer’s internal email system to circulate information regarding only Union meeting notices, ratification notices, to schedule with management meetings including labor management meetings, discipline meetings, and grievance meetings, and other procedural matters regarding the Agreement. Nothing critical of Richland Public Health, employees or Board members may be included in any emails. All Department policies regarding the use of the email shall apply.
- C. The Employer will provide a complete and typed master copy of the Agreement within thirty (30) days after the parties reach final agreement.
- D. The Union will provide copies of the Agreement to the Employer if the Employer agrees to pay an appropriate share of the cost of copying the Agreement.

ARTICLE 6
BULLETIN BOARDS

Section 6.1. Bulletin Boards. The Employer shall provide the Union the use of one bulletin board in each employee break area operated by the Employer which is permanently staffed by bargaining unit employees. The Union may post notices of meetings, appointment of officers and stewards. The posting of any other documents, however, must be approved by the Health Commissioner (or his designee); however, approval shall not be unreasonably withheld.

ARTICLE 7
CORRECTIVE ACTION

Section 7.1. Reason for Discipline. No employee shall, for disciplinary reasons, be suspended, reprimanded or discharged without just cause. Discipline shall be applied uniformly to all employees. Progressive discipline shall ordinarily be utilized for minor infractions. Progressive discipline shall take into account the nature of the violation, the employee’s record of discipline, and the employee’s work record. The progression, where appropriate, may include an oral reprimand, a written reprimand, and a suspension for the same or related minor offenses prior to dismissal. In those instances where more severe discipline is warranted, the Employer may discipline the employee according to the severity of the incident, up to and including termination/discharge.

Section 7.2. Form of Discipline. Disciplinary action shall include oral or written reprimands, suspensions with or without pay, and discharges.

Section 7.3. Pre-discipline Process, Predetermination Conference.

- A. No discharge or suspension shall be imposed before scheduling a predetermination conference, conducted by the Health Commissioner or his designee. Union representatives may be present at such hearing at the employee's request. The employee, or the Union on their behalf, may waive in writing the predetermination conference.
- B. If any discipline is being considered against an employee, the employee must be notified of the predetermination conference within fifteen (15) workdays after the Employer had concluded the investigation, or with reasonable diligence should have concluded the investigation, and that discipline appears to be warranted. The submission of the investigation results to the personnel committee of the Board (when appropriate) is considered as part of the Employer's investigation process and the timeline is not to commence until after the personnel committee is made aware of the matter and provided an opportunity to respond to the Administration.

The Employee must be notified of the results of the predetermination conference within ten (10) workdays of the conference being held. If the Employer has not given the required notice contained herein, the Employer shall not pursue the discipline and the employee shall be held harmless.

Section 7.4. Notice of Discipline. Discipline shall only be carried out by non-bargaining unit supervisory personnel. The Employer agrees that all disciplinary conferences shall be carried out in private. All discipline shall be issued to employees in writing and shall include:

- A. Date, time and place of alleged occurrence.
- B. Nature of violation, citing where applicable specific work rule or policy.
- C. Signature of issuing individual and date of discipline.

The Employer is required to give notice of discipline (including discharge) only to the employee and the President of the Local Union.

Section 7.5. Record Retention. All written reprimands, except for those concerning attendance, will cease to have force and effect twelve (12) months after the effective date of each reprimand. All other records of discipline shall cease to have force and effect twenty-four (24) months after the effective date of each record. All such records shall be sealed in an employee's personnel file, upon the employee's request.

ARTICLE 8
MANAGEMENT RIGHTS

Section 8.1. Management Rights. Unless otherwise expressly provided in this Agreement, the Employer maintains the right to issue all policies applicable to employees and to manage its affairs as it deems prudent, consistent with all applicable state and federal laws. These policies may include, but are not limited to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the addition or deletion of functions and programs of the employer; the establishment of standards of services; determination of its overall budget; utilization of technology; and organizational structure;
2. Direct, supervise, evaluate, or hire employees;
3. Maintain and improve the efficiency and effectiveness of operations;
4. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
5. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Employer as a unit, including decisions to increase or decrease the mission; to expand, contract the facilities; and to contract or subcontract programs, activities and functions;
8. Effectively manage the work force;
9. Take actions to carry out the mission of the public Employer.

Section 8.2 Reservation of Rights. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein shall remain the function of the Employer.

The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, and policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the terms of this Agreement.

In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction

of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 9
GRIEVANCE AND ARBITRATION PROCEDURE

Section 9.1. Conflict of Laws, Contract Supersedes. The terms and conditions of this Agreement shall supersede and prevail over any and all conflicting laws, in accordance with the provision of ORC §4117.10(A). Where no agreement exists or where the Agreement makes no specification, the Employer and employees shall be subject to all applicable laws and ordinances.

Section 9.2. Grievance Defined. A grievance is defined as a complaint that the Employer has violated this Agreement or a dispute as to the meaning and application of a provision of this Agreement.

Section 9.3. Days, Time Limits, Grievance Steps. The number of days dictated at each level of this grievance procedure shall be considered a maximum. "Days" shall mean calendar days unless otherwise specified. Should the final day be a holiday the day will be moved to the next scheduled work day. The time limits, however, may be extended or the steps herein waived by the written mutual agreement of the parties.

- A. Employees should endeavor to discuss any complaint with their immediate supervisor before the complaint is filed as a grievance.
- B. If any grievance is not initiated at Step One within seven (7) days after the employee knew of the event or condition upon which it is based or with reasonable diligence should have known of such event or condition, the grievance shall be considered null and void. In no event, however, may a grievance be filed more than thirty (30) calendar days following the date of the occurrence from which the grievance arose.

STEP ONE: Human Resources. A Step One grievance shall be filed with the Human Resources Department. The grievance must set forth in writing the grounds upon which the grievance is based, must specify the Article(s) and Section(s) of the Agreement allegedly violated, and must describe the remedies sought. The Human Resources Department will schedule a meeting with the Union President or designee and the grievant within fourteen (14) days of receipt of the Step One Grievance (which, at the Union's discretion, may include the Staff Representative designated by Council 8). The Human Resources Department shall make written responses of the Step One meeting to the Local Union President within fourteen (14) calendar days. Within (21) calendar days of receipt of the Employer's written response at Step One, the Union may refer the grievance to arbitration by notifying the Employer in writing.

STEP TWO: Arbitration. Upon receipt of a request for arbitration, the parties shall within fourteen (14) calendar days either agree upon an arbitrator, or request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties agree that they may utilize the services of a mediator to resolve pending grievances. The use of a mediator for such

purpose shall be by mutual agreement of the parties as to an identified grievance or grievance and according to procedure mutually agreed to in writing in advance of the mediation process. The parties shall attempt to agree upon a statement of the issue to be presented to the arbitrator prior to requesting the list. Within fourteen (14) calendar days from the date of receipt of the list of arbitrators from FMCS, the parties will alternately strike names from the list until the name of one arbitrator remains. The party bringing the grievance shall strike the first name. Either party shall have the right to reject one list submitted by FMCS.

Section 9.4. Arbitration Procedure. The arbitrator shall schedule a hearing at the mutually agreeable date to hear the matter in dispute. The arbitration hearing shall be conducted in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. Each party shall bear the expense for the cost of calling its witnesses (including any lost wages) to testify in its case. Each party shall bear one-half of the expenses incident to the cost of the service of the arbitrator, including the cost of providing a transcript for the arbitrator. Either party requesting a copy of the transcript shall bear the cost of that copy. The arbitrator shall issue a decision in the grievance within thirty (30) days of the final submission of the case, thereafter. The decision of the arbitrator shall be final and binding. The arbitrator shall have not authority to add to, subtract from, or modify any of the provisions of this Agreement. The arbitrator shall have the authority to interpret and apply this Agreement to the particular grievance under consideration but may decide only the issue or issues which the parties have agreed to submit to the arbitrator. An arbitrator may not hear more than one (1) grievance unless the parties mutually agree to present more than one (1) grievance to such arbitrator.

Section 9.5. Union Submission of Grievance, Submission of Grievance for Discipline. The Union shall have the right to initiate a grievance if such matter involved concerns an alleged violation of This Agreement with respect to more than one employee. In such case the Union shall identify all employees subject to the grievance.

Suspension and discharge grievances may be filed at Step One of the grievance procedure. Written reprimands may not be arbitrated.

Section 9.6. Conformance with Agreement, Union right to attend grievance meetings. During the term of this Agreement, no decision of a grievance shall conflict with the terms and conditions of this Agreement. The Union shall have the right to be present at any and all grievance meetings.

Section 9.7. Adherence to Procedure. Unless mutually agreed otherwise, all grievances must be processed at the proper step in order to be considered at subsequent steps. Any grievance not filed or appealed within the time limits set forth above shall be considered withdrawn, unless a written agreed upon extension is obtained so that issues may be more fully discussed.

Section 9.8. Settlements. All settlements of grievances shall be in writing and signed by the parties.

Section 9.9. Grievance Form. Grievances shall be filed on the Union Grievance Report Form. A grievance may be returned to the grievant if any of the information required by the

Form has been omitted, at which time the grievant shall have two (2) work days in order to correct such omission and re-submit such grievance.

ARTICLE 10
PROBATIONARY PERIODS

Section 10.1. Initial Employment. Every newly hired employee will be required to successfully complete a probationary period, which shall be for one-hundred twenty (120) calendar days from employment. Upon agreement by the Union and Employer and the employee, the probationary period may be extended by up to sixty (60) calendar day increments. In no event, however, shall an employee remain on probation for a calendar period longer than twelve (12) months. The Employer may terminate a probationary employee at its discretion at any time during the probationary period or extension. An employee terminated during the probationary period shall have no right to challenge or grieve the Employer's decision.

Section 10.2. Seniority Date. Employees retained beyond their probationary period shall have their seniority dated back to their most recent date of hire.

Section 10.3. Eligibility for Insurance. Probationary employees shall be eligible for insurance benefits pursuant to the terms of the insurance policy.

ARTICLE 11
AGENCY AND CLASSIFICATION SENIORITY

Section 11.1. Agency and Classification Seniority.

- A. Agency seniority shall be an employee's uninterrupted length of continuous bargaining unit service with the Employer. An employee shall have no seniority for the new hire probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire. For the purposes of layoff and recall, the seniority of a part-time employee shall be calculated by reducing the length of agency service by fifty percent (50%).
- B. Classification seniority shall be an employee's uninterrupted length of continuous bargaining unit service with the Employer, calculated from the first date of permanent appointment to that classification.

Time employed as an intermittent employee shall not be credited for either agency or classification seniority.

Section 11.2. Seniority Lists. Within thirty (30) calendar days after the signing of the Agreement and every six (6) months thereafter, the Employer shall provide the Union with two (2) copies of the current agency and classification seniority lists. One copy shall be given to the Local Union President and one copy shall be sent to the accredited Staff Representative of Ohio Council 8. Actions taken by the Employer in reliance on the posted seniority list shall not result in liability to the Employer until five (5) work days after notification to the Employer of an error

in the list. The Union shall meet with the Employer to review the seniority list whenever necessary to correct errors. The seniority list shall be made up by classification and shall contain, in order of Agency seniority, the name, division/unit, classification and date of hire of each employee and their current classification seniority date.

Section 11.3. Ties in Seniority. In the event that two or more employees have the same seniority date, seniority among those employees shall be determined by the highest number found by a comparison of the last four digits of each employee's social security number.

Section 11.4. Break in Seniority. An employee's seniority shall be broken and employment status terminated for any one of the following reasons:

- A. Quits or resigns;
- B. Discharged for just cause;
- C. Retirement;
- D. Layoff for longer than twenty-four (24) months;
- E. Fails to respond or report back to work as provided in Article 15, Section 15.3(A);
- F. Failure to report to work for a period of three (3) consecutive work days shall be deemed a voluntary quit, unless the employee proves the inability to report to work;
- G. An employee shall be deemed to have quit if the employee fails to return as scheduled following a vacation or leave of absence without a reasonable or legitimate excuse; or fails to notify the Employer in advance of the inability to return as scheduled, where possible;
- H. Absence due to accident or illness longer than twenty-four (24) months, or the length of seniority, whichever is less;
- I. If an employee accepts a position with the Employer that is outside the bargaining unit and does not return to the bargaining unit within one year. The time an employee is out of the bargaining unit will not be credited toward agency or classification seniority.

ARTICLE 12 VACANCY & PROMOTIONS

Section 12.1. Vacancy, candidates, selection, probations. Whenever any permanent vacancy in a classification (other than entry level) occurs within the bargaining unit, a notice of vacancy shall be posted for no less than seven (7) calendar days at a designated place accessible to all employees. Posting may be on the Employer's intranet. The Employer may select external candidates for vacant positions based on the criteria outlined below. If two (2) or more

candidates (internal and external) are equally qualified, the most senior employee will receive the position. A vacancy shall become permanent when so determined by the Employer.

1. An employee may utilize this provision by making written application for a vacancy within seven (7) calendar days of the posting of the vacancy.
2. All timely-filed applications shall be reviewed by the Employer considering the following criteria: qualifications, education, previous job performance, disciplinary record, and work experience.

No award shall be made that would violate the Employment of Relatives Policy, as approved by the Board of Health.

3. Employees who are in the same classification series and subject to bumping in the event of a layoff (see Article 15) shall be given first preference for vacant positions that are to be filled, subject to their being qualified for the vacancy.
4. All postings shall contain: qualifications for the job; the current shift times; amount of hours per week; rate of pay; date and time of posting.
5. Current employees who are awarded a vacancy shall serve a ninety (90) calendar day trial period. New employees shall serve an initial probationary period. Current employees who do not successfully complete their trial period will be returned to a position in their previous classification. New employees who do not successfully complete their probationary period may be dismissed, with no right of appeal (Article 10).
6. An employee selected shall be considered to have qualified for the position when he/she satisfactorily performs the required duties with proper training by supervision, and when he/she has completed the appropriate probationary period as defined in Section 12.1(5). Should an employee not satisfactorily complete the probationary period for a position acquired through job posting, he/she shall be returned to his/her former position with no prejudice.
7. An employee selected for promotion to a permanent vacancy shall receive the base rate of the new classification or an increase of one pay step, whichever is greater.
8. The pay of an employee who accepts a downgrade shall be moved to the lower grade of that position, but shall remain at the same pay step.

ARTICLE 13 **TEMPORARY TRANSFERS**

Section 13.1. Temporary Transfer/Assignment. If an employee is temporarily assigned to a bargaining unit classification in a higher pay grade for a period of one (1) or more full work days, the employee will receive the base rate of the bargaining unit classification or 5% more

than the employee's present rate of pay for each such day, whichever is greater. An employee temporarily assigned to a lower rated classification shall not suffer a loss of pay. If the employee is temporarily assigned to a position outside the bargaining unit for a period of one (1) or more full work days, the employee will receive 5% more than the employee's present rate of pay for each such day.

Section 13.2. Limit on transfers and assignments. Temporary lateral transfers and temporary assignments shall ordinarily not exceed sixty (60) calendar days except where one of the following exceptions applies:

A transfer or assignment made to fill the position of an employee on sick leave or other short term leave including FMLA leave and/or

During any period when the Employer is attempting to fill a vacancy through bidding and advertising.

ARTICLE 14 HOURS OF WORK/OVERTIME

Section 14.1. Work Schedule and Pay Period.

Work Schedule: The work schedule will generally be Monday through Friday. The normal hours worked in a work schedule shall be thirty-seven (37) hours per week. This provision does not prohibit scheduling employees less than thirty-seven (37) hours per week. The Employer shall establish the work schedule for employees based on operational and program needs. Allowances and variations shall depend on the operational and program needs.

Pay Period: The pay period for employees shall be as established by the County Auditor.

Section 14.2. Change in work schedules, Assignments of Work, Flex time.

- A. The Employer shall establish general work schedules and may alter general work schedules after giving the Union seven (7) calendar days' notice prior to effective date of change(s). Upon timely request by the Union, the Employer shall meet with the Union to discuss the basis for said alteration. Alteration of shift times and shift schedules shall not be arbitrary and capricious.

When work of a general nature to a classification is scheduled outside of normal business hours, that schedule will be offered to qualified employees in that classification by seniority; however, if insufficient senior employees decline that schedule, the work will be assigned to the junior employees in the classification. See also Section 14.6.

- B. The general work schedule of individual employees may be altered as required by the assignments and duties of each employee; however, except for unforeseeable matters, the employee will be notified of a work schedule alteration no less than

seven (7) calendar days in advance. Except in the event of a declared emergency, a split work-day work schedule will not be required of an employee.

- C. A request for an individual flex work schedule for any employee may be approved by the Agency; however, the Agency reserves the right to reject a proposed flex work schedule and to cancel an existing flex work schedule in order to conduct its operations efficiently and economically.
- D. Flex time, if granted, must be mutually agreed upon by the Agency and the Employee.

Section 14.3. Lunch break. Employees scheduled for a full workday shall be granted an unpaid meal period of no less than thirty (30) minutes nor more than sixty (60) minutes, at a time approximately midway through the shift. The meal period shall be scheduled by the Agency at a time that is as mutually convenient as possible. The employee shall not be on call or duty, except in the case of emergency.

Section 14.4. Breaks. Each employee shall be entitled to a paid break period of not more than fifteen (15) minutes during each four-hour segment of a workday, to be scheduled by the Agency at a time that is as mutually convenient as possible.

Section 14.5. Overtime and Compensatory time, Pay Week.

- A. All overtime hours worked will be paid at the rate of time and one-half of the regular rate of pay for hours worked in excess of thirty-seven (37) hours in any one pay week. For purposes of computing overtime pay, the hours an employee spends in active pay status during his/her normal schedule of hours shall be deemed as hours worked.

Pay Week: The pay week shall be Thursday through Wednesday, unless otherwise modified by the Auditor or as established by the Employer.

- B. Compensatory Time. In lieu of overtime pay, an employee may request, subject to supervisor approval, compensatory time at a rate of time and one-half for the hours of overtime actually worked; provided that no employee may accrue entitlement to compensatory time in excess of seventy-four (74) hours. Compensatory time must be scheduled and approved at least one full work day in advance of the date requested. Compensatory time shall be granted only in increments of not less than one-half ($\frac{1}{2}$) hour. All compensatory time off requests will be subject to workload. A request for compensatory time will not be arbitrarily denied and an alternate time to take the compensatory time will be mutually agreed upon by the employee and the supervisor at the time of initial denial.

Section 14.6. Overtime Assignments.

- A. When overtime is required, the overtime shall be assigned to the employee(s) normally assigned to the required duties. In instances where more “normally assigned” employees are available than are required for the assigned overtime, the overtime shall be offered voluntarily to other qualified employees in the same classification and department by seniority. When insufficient volunteers are available, the least senior qualified employee(s) in the same classification and department; normally assigned the required duties shall be required to work the overtime. When overtime is required for duties that are not normally assigned to a specific classification, such overtime shall be offered voluntarily to qualified employees by seniority or, in the event of an insufficient number of volunteers, assigned to the junior qualified employee(s).

- B. When clinic hours are scheduled at times other than 8:00 am - 4:30 pm, assignments will be offered to qualified employees by seniority; however, when an insufficient number of employees accept such offers, assignments will be made in inverse order of seniority to qualified employees.

Section 14.7. Declared Closures. Upon days when the Employer officially declares the Department’s closure due to weather or other emergencies, employees shall not lose any regular compensation, i.e., receive normal hourly wages and benefits due them if they would have normally been scheduled to work.

Section 14.8. Address and Telephone Numbers. It shall be the responsibility of each employee to supply the Employer in writing with the employee’s current address and telephone and/or cell phone number and any changes in such address or telephone and/or cell phone number. Notices, including those required by the terms of this Agreement, shall be deemed sufficient, if directed by the Employer based upon the information last given to the Employer or if the employee fails to answer or respond to messages on their telephone and/or cell phones, including electronic messages, e.g. text messages.

Section 14.9. Premium Pay, Weekends and Holidays, Call-in. All hours worked on Sunday shall be compensated at double the employee’s regular rate. All hours worked on paid holidays, designated by this Agreement, shall be compensated at one and one-half (1-½) times the employee’s regular rate of pay, exclusive of holiday pay. An employee in the bargaining unit called back to work after completion of his/her regular assignment for a period of two hours or less shall be compensated for two (2) hours of pay. An employee called in to work after completion of his/her regular assignment for a period in excess of two (2) hours shall be compensated for at least four (4) hours of pay. Call-in hours are those hours for which the employee was not previously scheduled to work and are not adjacent to the employee’s scheduled work hours.

ARTICLE 15
LAYOFF AND RECALL

Section 15.1. Reasons for and Notice of Layoff.

- A. The Employer may reduce the workforce for legitimate reasons. Reasons for a reduction in force shall include: a current or projected deficiency of funding to maintain current or to sustain projected levels of staffing or operations; a current or projected temporary decrease in the workload; and the abolishment of positions for efficiency of operation or reasons of economy; or for lack of work.
- B. The exclusive procedure that the Employer shall follow in determining whether a reduction in the workforce is justified, shall be to notify the Union, in writing, no less than twenty (20) work days prior to the effective date of a reduction in force, of the nature of the reasons for the reduction and a specification of the number of positions in each classification that will be reduced; and, upon request, to provide any requested relevant information and to meet with the Union. (The procedures required under and pursuant to O.R.C. §124.321 are inapplicable.)
- C. The parties may mutually agree to discuss options such as reduced hours in order to avoid or minimize a reduction in force. If such discussions occur, they will occur within a timeframe set by the Employer.

Section 15.2. Procedure for Layoff, Bumping. In the event that a reduction in force within a classification occurs, the following steps shall be taken:

- A. All intermittent, temporary and probationary employees in the classification shall be laid off first.
- B. The remaining full-time and part-time employees in the classification shall be laid off in inverse order of Agency seniority; however, all remaining senior employees must possess the skills, ability and required licensure to perform the remaining work. Notwithstanding any other provision, however, the Department may retain the most senior BSN Nurse in the Public Health Unit.
- C. A benefitted employee affected by a layoff may displace (bump) a benefitted employee in the next lower classification in the classification series. If there is more than one benefitted employee in the next lower classification, the least senior benefitted employee shall be displaced. If no benefitted position exists in the next lower classification, a benefitted employee may displace (bump) the least senior non-benefitted employee in the next lower classification. A non-benefitted employee affected by a layoff may displace (bump) a non-benefitted employee in the next lower classification in the classification series. If there is more than one non-benefitted employee in the next lower classification, the least senior non-benefitted employee shall be displaced. A non-benefitted employee may not displace a benefitted employee.

However, the bumping employee must possess the skills, ability and required licensure to perform the job. An employee who is eligible to bump shall be offered the available positions and shall elect within two (2) work days to bump or be laid off. The Employer will respond to the request within two (2) work days. An employee who bumps into a lower-paid classification shall be placed at the same Step on the Pay Plan.

- D. Each employee who will be laid off or placed in a lower classification by a layoff shall be given written notice no less than ten (10) work days prior to the action, stating the effective date of the action.
- E. Volunteers, welfare-workfare persons, job corps members and similarly situated individuals shall not be utilized to perform the work of laid-off employees.

Section 15.3. Reinstatement List and Recall.

- A. For each classification in which a reduction occurs, the Employer shall prepare a reinstatement list by classification, and names of all employees shall be placed on the list in the reverse order of their seniority. If a vacancy in a classification occurs, the Employer will send a certified announcement to the last known address of employees eligible to be recalled to that classification. Each notified employee is required to give written response of his/her interest in reporting to work within five (5) work days of notification. The senior employee who responds will be given the vacant position and must report to work within ten (10) work days pursuant to Section 11.4(E), unless other written arrangements have been made between the employee and the Employer. An employee who properly gives written response of his/her intent to report for work but is not at that instance recalled shall maintain recall rights for twenty-four (24) months from the initial date of the employee's layoff.
- B. Employees will not be recalled for intermittent or temporary work assignments.
- C. An employee may decline recall to a position that is regularly scheduled for a lesser number of hours per week than the position from which the employee was laid off.
- D. An employee recalled to a lower-rated classification or a full-time employee recalled to a part-time position in the employee's original classification retains recall rights to the original classification and/or a full-time position.
- E. A person on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule step as he/she enjoyed at the time of reduction.
- F. Employees on layoff shall be notified of openings in classifications in the employee's classification series that are equal to or higher than the employee's

last-held classification, and shall have the right to submit a bid pursuant to Article 12.

- G. No vacancy in a job classification may be filled by promotion or permanent transfer until all recall rights to that classification have been exhausted.

Section 15.4. Temporary Layoff. In the event of an act of God, fire, flood or similar unanticipated event which results in a partial interruption of work, employees selected by the Employer may be laid off for the period of the interruption or three (3) consecutive working days, whichever is less. Such selection shall not be arbitrary or capricious. Employees laid off shall, at their option, have the choice of using paid leaves of absence to be credited towards their missed time in order to avoid loss of income.

Section 15.5. Classification Series (Bumping Rights)

<u>Series</u>	<u>Classification Series</u>
Nurses	Nurse Practitioner Clinic RN/BSN; Public Health RN/BSN LPN
Sanitarians	Sanitarian Sanitarian-In-Training
Plumbers	Plumbing Inspector 2 Plumbing Inspector 1
Nutritionists	Registered Dietitian / Breast Feeding Specialist Registered Dietitian
Social Workers	Social Worker
Case Managers	Case Manager
Health Educators	Health Educator
Computer Specialists	Computer Specialist
Community Health Wkr.	Community Health Worker
Custodial / Maintenance	Maintenance Aide Custodial Worker
Clerical	Sanitarian Aide; Administrative/Fiscal Assistant Vital Stats Deputy Registrar Account Spec Admin Spec Clerical Specialist

Nutritionist Asst.
Clerk

Breast Feeding P.H. Breast Feeding Peer Helper

ARTICLE 16
LABOR/MANAGEMENT MEETINGS

Section 16.1. Purpose and Agenda. When the parties mutually agree that labor-management relations would be enhanced by the opportunity to discuss matters of joint interest, a meeting will be scheduled on a mutually agreeable date and time. The parties agree that matters and actions subject to the grievance procedure shall not be discussed except upon mutual consent. The party requesting the meeting shall submit a proposed agenda with its request.

Section 16.2. Scheduling In the interest of providing good labor management relations, labor-management meetings will be scheduled on an as-needed basis.

Section 16.3. Representatives. Each party will select a maximum of four (4) individuals to represent its interests. Meetings will be held during working time only with consent of the Employer.

ARTICLE 17
HEALTH AND SAFETY

Section 17.1. Standards. The parties recognize that the Employer is subject to occupational safety and health standards of OSHA, U.S. Department of Labor, as well as state and local agencies. The parties further recognize that employees are entitled to statutory protection from retaliation due to their exercise of rights in using OSHA, local or state provisions.

Section 17.2. HIV Education. The Employer shall continue to provide education concerning HIV and other bloodborne pathogens.

Section 17.3. Vaccinations and Testing. The Employer shall provide, at no cost to Employees, hepatitis B vaccinations and HIV testing to all employees regularly exposed to blood and bodily fluids at intervals prescribed by the Ohio Department of Health. The term "regularly exposed" means the same as "Exposure Category I," defined at 52 Fed. Reg. 41822 (1987).

Section 17.4. Conferences and Plans.

- A. The Union may submit request for Health & Safety Conferences to the Health Commissioner, setting forth in writing a proposed agenda. When the Health Commissioner concludes that a conference might be fruitful, a conference will be scheduled at a mutually agreeable time. All such requests will be given good faith consideration.

- B. The Union recognizes that the development of emergency plans and policies concerning communicable diseases are within the authority of the Employer.

Section 17.5. Confidentiality. The Employer shall maintain the confidentiality, subject to applicable laws, all information concerning the health condition of all Department employees.

Section 17.6. Nondiscrimination. The parties recognize that Ohio law forbids discrimination on the basis of handicap, including diseases such as AIDS.

Section 17.7. Vaccinations. The Employer shall provide at no cost to employees (and at their individual option) preventative influenza vaccinations, tetanus and diphtheria shots, provided vaccine is available to the Employer and according to Health Department treatment priorities as generally administered to clientele of the Department.

Section 17.8. Emergency Plan. In case of exposure to blood or bodily fluids, all employees will follow the Bloodborne Pathogens Exposure Control Plan of Richland Public Health.

Section 17.9. Safety Committee. The Safety, Building and Grounds Committee shall meet on a regular and periodic basis.

ARTICLE 18 **JOB DESCRIPTIONS**

Section 18.1. Amendments to Job Descriptions. The Employer may amend job descriptions as it deems necessary; however, job descriptions shall not be amended arbitrarily or capriciously.

Section 18.2. Copies. Each employee and the Union shall be given a written copy of the employee's job description within thirty (30) days of the time of hire and following any amendment of the job description.

Section 18.3. New or Modified Positions. In the event the Employer creates a new position or modifies the job duties of an existing classification in a substantial enough manner to warrant a change in the existing rate of pay, the Union shall be given written notice of the proposed new rate of pay at least fourteen (14) days in advance of the effective date. The Union may object to the proposed rate of pay by filing a grievance at Step 1 of the Grievance Procedure prior to the effective date. Otherwise, the new rate shall be deemed accepted by the Union.

Section 18.4. Evaluations. The Employer agrees that evaluations shall not be used as a disciplinary means or to intimidate employees.

Should an employee receive a formal performance evaluation which they disagree with, the employee shall have the right to attach a response to such evaluation to be included in the personnel file. The employee may also request that the response be reviewed by the employee's supervisor, program manager and Health Commissioner to determine whether the evaluation

should be amended. The employee's signature on such performance evaluation reflects only that the employee has received a copy of such evaluations.

ARTICLE 19 **WORK RULES**

Section 19.1. Work Rules. The Employer may issue reasonable rules and policies that are not in conflict with the express provisions of this Agreement. The Employer will utilize its best efforts to apply such rules and policies uniformly. The Union will be given such rules or policies five (5) working days in advance of the effective date. Employees will comply in all respects with such rules and policies. The Union may file a grievance concerning any rule or policy within ten (10) work days of the effective date of the rule or policy, in order to challenge the reasonableness of the rule or policy or to contend that the rule or policy is in conflict with the express provisions of this Agreement; however, if the Union fails to file a grievance with this period, the Union may not thereafter challenge the rule or policy itself.

Section 19.2. Procedures. The Employer may adopt procedures to enforce its policies. The Union will be provided with a copy of such procedures upon request. These procedures may only be grieved and/or arbitrated if they are in direct conflict with an express provision of this Agreement.

Section 19.3. Copies of Personnel Manual. Each employee shall be given a copy of the current personnel policy manual and of all subsequent amendments. The Employer may require employees to sign a receipt for such copies.

ARTICLE 20 **PERSONNEL FILES**

Section 20.1. Copies to Employees. The Employer agrees to provide one (1) copy of each entry in an employee's personnel file at no cost to the employee upon the employee's request. Thereafter, additional copies shall be made available at five cents (\$0.05) per page.

Section 20.2. Inspection. Employees or their authorized representative shall have the right to inspect personnel files and such inspection will be scheduled within seven (7) calendar days of request. A Union representative may accompany an employee during inspection of an employee's personnel file. Both the employee and any union representative must perform the inspection on non-work time during normal business hours.

Section 20.3. Discipline. Copies of any written reprimands, warnings, suspensions, or terminations entered into an employee's personnel file shall be given to the employee and shall be signed by the employee as proof of such material being provided, with a copy forwarded to the Local Union President.

ARTICLE 21
SICK LEAVE

Section 21.1. Sick Leave Accumulation. Each full-time or part-time employee shall earn sick leave at the rate of 4.255 hours for each seventy-four (74) hours in active pay status.

Section 21.2. Charging of Sick Leave. Sick leave shall be charged in minimum units of one-quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which an employee would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings. Employees may not change a scheduled vacation/compensatory time/personal leave time to a sick leave unless a doctor's signed certification is provided for specific date of illness/injury.

Section 21.3. Uses of Sick Leave.

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
1. Illness or injury of the employee or a member of the employee's immediate family, which requires the employee's presence.
 2. Medical, dental or optical examinations or treatment of the employee or a member of an employee's immediate family, which requires the employee's presence and which cannot be scheduled during non-working hours.
 3. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at an employee's job would jeopardize the health of others.
 4. Pregnancy and/or childbirth and related conditions related thereto, inclusive of leave for male employees (not to exceed five (5) consecutive work days) for the care of the employee's wife and family during the post-natal period if the employee's presence is required.
- B. Definition of immediate family: shall be the nuclear family members including the employee's spouse, minor child, FMLA eligible dependent child, and parent.

Section 21.4. Evidence Required for Sick Leave Usage. The employee shall furnish the Employer a standard written signed statement requesting the use of paid sick leave. The employee shall present satisfactory evidence to justify use of sick leave. The Employer may require proof of illness from: (1) employees who have been absent three (3) or more consecutive workdays and, (2) from employees who have been disciplined within the preceding six (6) months for excessive absenteeism or abuse or misuse of sick leave.

Section 21.5. Notification by Employee. When an employee is unable to report to work, the employee shall telephone and speak to his/her immediate supervisor or other designated

person no later than fifteen (15) minutes after the beginning of the employee's scheduled work day on each day of absence, unless the employee has made other reporting arrangements with his/her immediate supervisor. Employees in divisions/units that require different notification procedures will be given written instructions.

Section 21.6. Abuse or Misuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid and may be subject to disciplinary action. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.

Section 21.7. Expiration of Sick Leave. If illness or disability continues beyond the time covered by accumulated sick leave, upon exhaustion of all other available accrued vacation and personal leaves and compensatory time, the employee may be granted a leave of absence without pay in accordance with the provisions set forth in this Agreement.

Section 21.8. Work Less Than A Normal Day. If a licensed physician authorizes an employee to return to work for less than the employee's normal work day, the Employer may permit the employee to work less than the normal work day for up to one (1) calendar month. The Employer may, upon recommendation from the employee's physician and at the Employer's discretion, extend the period of time the employee may work shortened days for an additional calendar month. In no event, unless mutually agreed between the Employer and the employee, shall an employee be permitted to work shortened days for more than three (3) consecutive calendar months.

ARTICLE 22 SUPPLEMENTAL SICK LEAVE

Section 22.1. Supplemental Sick Leave. Each full-time or part-time employee will accrue 4.255 hours (.0575 per hour) of Supplemental Sick Leave (SSL) for every 74 hours in active pay status (work, sick, vacation, personal and compensation leave) up to a maximum of 962 hours. SSL may only be used for the employee's own illness or injury and FMLA eligible dependent child. Unlike ordinary sick leave, SSL is not eligible to be converted to a cash payment upon retirement. Employees may be required to provide doctor's statements to justify the use of SSL.

Section 22.2. Exhaustion of Paid Leave Time. SSL time cannot be accessed until all other paid leave time has been exhausted, including compensation time. Also, because SSL is for the purpose of assisting employees who are on long term medical leave who have exhausted all other paid time, accrued SSL time may not be accessed until after an employee has been on leave without pay for a period of five (5) full and consecutive working days.

Section 22.3. Non-accrual while on SSL. Paid time resulting from the use of this benefit will not count toward accumulating any additional accrued benefits such as vacation or ordinary sick time nor shall the employee receive paid holidays while receiving SSL. For example, when an employee is on vacation, the employee accumulates vacation time and sick leave time. This is not the case with SSL.

Section 22.4. Use for Intended Purpose. While on SSL employees shall not engage in conduct or activities that is inconsistent with the use of SSL.

ARTICLE 23
LEAVES WITHOUT PAY

Section 23.1. Leaves of Absence. Employees may be granted the following types of leave of absence:

- A. Personal and Education Leave
- B. Disability Leave
- C. Pregnancy and Maternity Leave
- D. Long-Term Military Leave

Section 23.2. Authorization for Personal or Education Leave. A personal or education leave of absence shall be requested and authorized on a form designated by the Employer. The authorization of a leave without pay is solely a matter of administrative discretion and each request will be decided by the Employer on a case by case basis, taking into consideration the operational needs of the Employer.

Section 23.3. Reinstatement from Leave. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis. An employee may contact the Employer prior to the expiration of said leave, and request a reasonable extension for a justifiable cause. An employee may be returned to work before the scheduled expiration of leave upon request by the employee and agreement by the Employer. Failure to return to work at the expiration of an approved leave of absence will be deemed a resignation.

Section 23.4. Sick Leave Credit and Vacation Credit. An employee on leave of absence without pay does not earn sick leave or vacation credit or paid holidays; however, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

Section 23.5. Abuse or Misuse of Leave. A leave of absence is granted for a specific purpose. If it is found the leave is not actually being used for such purpose, the employee will be subject to immediate termination.

Section 23.6. Unpaid Disability Leave. The Employer may grant an unpaid disability leave for a period up to three (3) months subject to the following conditions:

- A. A medically incapacitated employee, who has exhausted his or her accumulated sick leave and for whom voluntary reduction is not practicable, may request disability leave by presenting evidence as to the nature and severity of disability and as to the probable date on which the employee will be able to return to the same or similar position. Such request must be in writing, with supporting evidence attached.

- B. A disability leave may be granted when an employee has exhausted his or her accumulated sick leave and is hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by the employee's attending physician. Any appointment made to a position vacated by disability leave will be on a temporary basis.
- C. Reinstatement rights following unpaid disability leave extend for twenty-four (24) months from the date of the unpaid disability leave. Such employee is to be reinstated to the same or similar position within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position. The examination shall be conducted by a physician designated by the Employer.

Section 23.7. Disability Separation. In the event an employee is determined unable to perform the duties of their position the employee may be disability separated. An involuntary disability separation may be appealed to step 2 of the grievance procedure.

Section 23.8. Federal and State Statutes, Accommodations. All provisions of this Agreement shall be interpreted so as to conform to the requirements of the federal USERRA, and state and federal statutes regarding military leave.

Notwithstanding any other provision of this Agreement, the Employer is authorized to grant a disabled employee any reasonable accommodation that would not impose an undue hardship on the operations of the Employer; however, if a particular form of accommodation is believed by the Union to be contrary to a specific provision of this Agreement, the Union may propose alternate forms of accommodation for the Department and the disabled employee to consider.

Section 23.9. Family and Medical Leave. The Employer, Union and employees agree to comply with the provisions of the Family Medical Leave Act.

ARTICLE 24 JURY AND WITNESS DUTY

Section 24.1. Release for Court Duty. An employee called for jury duty by a court of competent jurisdiction, or subpoenaed to testify on a matter in which the employee is not a party before a court of law or administrative board or agency, shall be granted a leave of absence for the period of jury service or witness service. An employee shall be compensated for the difference between the employee's regular pay and jury duty or witness pay.

Section 24.2. Notice to Supervisor. An employee shall immediately notify his/her supervisor upon receipt of notice of jury or witness duty and shall submit a copy of the notice. An employee shall notify his/her supervisor of any jury or witness pay received.

Section 24.3. Return to Work. If the employee is released from jury duty or witness duty prior to 2:00 p.m. on a work day, the employee shall return to work.

ARTICLE 25
FUNERAL LEAVE

Section 25.1. Nuclear family. In the event of a death of a spouse, child, sibling or parent of a full time or part time employee, the employee upon request will be granted leave up to five (5) work days within ten (10) calendar days of the death. The employee will be paid for their normal work hours during the leave.

Section 25.2. Other Family Members. In the event of the death of a Mother-in law or Father-in-law, grandchild, or grandparent the employee upon request will be granted leave up to three (3) work days within seven (7) calendar days of the death. The employee will be paid for their normal work hours during the leave.

Section 25.3. Extended Family. In the event of a death of a member of an employee's brother-in-law, sister-in-law, daughter-in-law, son-in law, step-father, stepfather-in-law, step-mother, step-mother-in-law, a legal guardian or other person who stands in place of a parent (loco parentis). the employee upon request shall be granted one (1) work day to attend the funeral . Employees will be paid for their normal work hours.

Section 25.4. Additional Time. Reasonable additional time (personal leave, vacation, or compensatory time) may be granted.

ARTICLE 26
INSURANCE

Section 26.1. Insurance, Eligibility.

- A (1) All full-time employees regularly scheduled to work thirty (30) or more hours per week are eligible to participate in the Richland County Group Insurance Program, subject to the restrictions and conditions set forth in the Summary Plan Description. Eligibility for coverage and level of coverage shall be as determined by the Richland County Group Insurance Program. The parties agree and understand that the Employer does not have the authority to direct the actions of the Group Insurance Plan and thus the Employer and all its employees are subject to the level of coverage determined by the Group Insurance Plan.
- (2) The Employer may reopen this Agreement for negotiations on the topic of medical insurance by giving the Union written notice and by filing required notices with SERB, in which event the Agreement shall be deemed reopened sixty (60) days after giving the Union said notice.
- B. Each employee participating in the plan shall pay the monthly amount prescribed in Section 26.2 for single or family coverage as applicable. The Employer shall pay the balance of the applicable monthly premium specified by the provider.

- C. In the event there are any additional health care costs cause by any taxes due to the Affordable Care Act or other federal legislation, the Employer, in its sole discretion, may make changes to the Plan to avoid such additional costs during the Term of this Agreement.

Section 26.2. Employee Contribution, Waiver.

- A. The monthly contribution for employees shall be ten percent (10%) of the applicable monthly premium effective the same pay period in 2016 as wage increases takes effect. Effective the first full pay period in 2017 the employees monthly premium will be eleven (11%) of the applicable monthly premium. Effective the first full pay period in 2018 the employees monthly premium will be twelve (12%) of the applicable monthly premium.
- B (1) Employees not electing to take hospitalization and medical insurance will receive the waiver payment authorized by the program upon completion of the proper forms showing that the employee has group coverage under another plan.

(2) Employees may elect to change from one plan to another or to take no insurance coverage at least once per year and at other times that they experience a change in status, in accordance with the terms of the plan.

Section 26.3. Liability Coverage. All bargaining unit employees shall receive the same level of liability/malpractice insurance coverage, subject to the provisions and conditions applicable to the employees of the Employer not covered by this Agreement.

Section 26.4. The Employer may change health benefit providers at its option.

Section 26.5. Health Insurance Committee. Upon approval of the Richland County Commissioners, the Employer agrees to permit one (1) member of the bargaining unit to sit on and have full participatory rights on the Richland County Health Insurance Committee, who should suffer no loss of pay while attending such Committee meetings.

ARTICLE 27
HOLIDAYS

Section 27.1. Paid Holidays.

- A. Full-time employees shall receive the following eleven (11) paid holidays:

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Presidents Day	Thanksgiving Day
Good Friday	Day After Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

In addition to the above, full-time employees will also be given one half day, up to four hours based on operational schedules, off on Christmas Eve Day should Christmas Eve Day fall on a Monday through a Thursday.

- B. In observance of each authorized holiday, employees will normally be granted the day off. Eligible employees shall receive straight-time pay at the regular rate, based upon the number of hours normally scheduled for that day.

Section 27.2. Holidays on Weekends. In the event that the above-listed holidays, other than Christmas Eve Day, fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the above-listed holidays, other than Christmas Eve Day, fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 27.3. Holiday on Paid Leave Day. If a holiday occurs during a period of paid leave (i.e., sick, vacation), the employee will draw normal holiday pay and will not be charged for other leaves. This section does not apply to employees on supplemental sick leave.

ARTICLE 28
PERSONAL BUSINESS LEAVE

Section 28.1. Personal Business Leave. Each full-time employee is entitled to twenty-four (24) hours per year with pay for personal business, which shall be scheduled at times mutually agreeable to the employee and his/her supervisor.

Section 28.2. New Employees. New employees will receive a pro-rata amount of hours with pay for personal business, measuring from their date of hire to the end of the Agreement year; however, an employee will not be eligible to schedule personal business time until after the employee has completed probation.

ARTICLE 29
VACATIONS

Section 29.1. Vacation Accumulation. Full-time and part-time employees shall be entitled to vacation with pay after one (1) year of continuous service. Eligible employees are entitled to paid vacation based on years of service as follows:

<u>Years Employed</u>	<u>Weeks</u>	<u>Accrual Rate</u>	<u>Bank Max</u>
1 but less than 8	2	.0385	148 hours
8 but less than 15	3	.0577	222 hours
15 but less than 25	4	.0769	296 hours
25 or more	5	.0962	370 hours

“Accrual Rate” means the number of hours of vacation accrued for each regular work hour for which an employee is paid, excluding overtime hours.

“Bank Max” or maximum accrual of vacation leave is calculated for the 37 hour employee. For other schedules the bank max shall be prorated based on the same formula.

On the first full pay period following the pay period the employee's anniversary date an additional 37 hours (or prorated for other schedules) of vacation leave will be available for use on the pay date following the pay date in which the anniversary occurs.

Section 29.2. Scheduling Vacation. Vacations shall be scheduled in accordance with the workload requirements of the Employer. Vacation requests shall be submitted as designated by the Employer. In the event that the employee does not receive a response within two (2) weeks of submission of the vacation request, the employee shall submit an inquiry to Human Resources regarding the status of the requested vacation leave. Human Resources shall investigate the status of the vacation request and respond to the employee in a timely fashion.

Section 29.3 Max Accrual of Vacation Leaves . Maximum accrual of vacation leave is prorated based on the 37 hour scheduled employee based on the amount of vacation leave that can be earned in a 2 year period on the accrual.

Section 29.4. Separation Payout. Upon separation from the Employer, an employee shall be fully paid for all accrued but unused vacation.

Section 29.5. Public Health Nurses. Those employees who are public health nurses who work schedules in schools during the school year are not permitted to take leaves, vacation, comp, personal etc., other than sick, supplemental sick, funeral, jury, military for FMLA leave during any scheduled time at a school. This does not apply to school closures and school breaks.

ARTICLE 30
WAGES

Section 30.1. Pay Plan. Effective with the full pay period following execution by both parties of this contract, the wage scales will be increased by four percent (4%). (Appendix A).

Starting the first full pay period of January 2017 the wage scales will be increased by three (3%). Appendix B).

Starting the first full pay period of January 2018 the wage scales will be increased by two (2%). (Appendix C).

Section 30.2. New Employees. A new employee shall be placed in the Base step of his or her pay grade. Each employee shall advance one Step, effective with the pay period beginning after the employee's anniversary date, until the employee reaches Step 5.

Section 30.3. Pay Grade Assignments. Job classifications shall be assigned to Pay Grades as follows:

<u>Pay Grade</u>	<u>Job Classification</u>
9	Clerk; Custodial Worker; Breast Feeding Peer Helper
10	Nutritionist Assistant

11	Clerical Specialist; Maintenance Aide
12	Vital Statistics Deputy Registrar; Account Specialist; Administrative Specialist
13	Sanitarian Aide; Administrative/Fiscal Assistant
14	LPN; Community Health Worker
16	Plumbing Inspector 1
17	Case Manager
18	Sanitarian-In-Training; Health Educator; Social Worker
19	Computer Specialists; Sanitarian ;
20	Public Health RN; Clinic RN
21	Public Health BSN; Clinic BSN; Registered Dietitian
22	Registered Dietitian / Breast Feeding Specialist; Plumbing Inspector 2
"A"	Nurse Practitioner

Section 30.5 Education Supplement. All employees whose job classifications require the possession of a Bachelor's Degree/Professional License/Certification and who holds such designations shall receive a supplemental increase of 3% added to their base rate of pay. During the life of this Agreement, all employees who earn job-required designations or complete an employer-approved graduate degree in a field related to their job classification shall receive a supplemental increase of 3% added to their base rate of pay. Employees may only receive one (1) supplemental pay. These rates are reflected in pay grades 14 and above in the separate pay grade charts.

ARTICLE 31 **SHIFT DIFFERENTIAL**

Section 31.1. Shift Differential. A shift differential of \$1.00 an hour will be paid for employees working after 4:30 p.m. Monday thru Thursday and 4:00 p.m. Friday if they are not eligible for overtime pay for this time. If, however, an employee has obtained approval by their supervisor to flex this time, a shift differential will not be paid for these hours.

ARTICLE 32 **LONGEVITY PAY**

Section 32.1. Longevity Pay. Effective December 17, 2009, full-time and part-time employees who have completed six (6) years of continuous service will be eligible to receive \$25.00 for each completed year. Payment will be calculated from the date of hire. Longevity payments will be made in December.

Section 32.2. Maximum. All employees hired on or after December 17, 2009 will be subject to a maximum of twenty (20) years of service for longevity calculations.

ARTICLE 33 **UNIFORM ALLOWANCE**

Section 33.1. Required Uniforms. Employees required to wear lab coats, coveralls or other uniforms will have such uniforms supplied to them and laundered by the Employer.

ARTICLE 34
P.E.R.S. DEFERRAL

Section 34.1. P.E.R.S. Deferral. The Employer agrees to maintain P.E.R.S. deferral through the salary reduction method, subject to existing law and continuing I.R.S. approval.

ARTICLE 35
EDUCATION AND TRAINING

Section 35.1. Training Provided. The Employer agrees to provide appropriate training programs or access thereto for all employees who are required to regularly update or increase their level of training by the Employer or legal mandate. Such training will be provided at no cost and/or lost wages to employees. The Employer will determine appropriate training and must approve all training in advance.

Section 35.2. Reimbursement. All bargaining unit employees will receive reimbursement for conferences, seminars, etc. which are approved in advance and which generate CEU credit for maintenance of mandated licensure or registration.

Section 35.3. Professional Organizations. Each employee who is a member of an approved professional organization will receive up to \$75.00 reimbursement for annual dues.

ARTICLE 36
TRAVEL AND MILEAGE

Section 36.1. Travel and Mileage Policies. The Employer agrees that policies and practices regarding travel, lodging and meal allowance applicable to employees not covered by this Agreement will be applied to all employees. However, employees covered by this Agreement will receive the IRS allowable mileage rate for all work related travel.

ARTICLE 37
EDUCATION REIMBURSEMENT

Section 37.1 Purpose. The purpose of this Article is to provide a procedure for reimbursement to employees to obtain work-related advanced education.

Section 37.2. Conditions for Reimbursement. An employee selected for tuition reimbursement will enter into a contract with the Employer. The terms of the contract are as follows:

The employee must be and remain a full-time, thirty (30) hour or greater employee.

The education must be a related to the position and approved by Employer.

The employee must remain employed by the Agency for one (1) year (365 days), continuous full time service following completion of the classes, or refund to the Agency a pro-rated share of tuition reimbursement based upon that portion of the year the employee has failed

to work. The employee authorizes the Agency to withhold money from the employee's separation pay, if necessary.

Reimbursement will be pro-rated on the basis of final grade received, as follows: A = 100% tuition reimbursement; B = 80% tuition reimbursement; C = 60% tuition reimbursement; D or below = no reimbursement.

The maximum reimbursement to one employee is \$1,200.00 per calendar year and the total education reimbursement program for all eligible employees shall not exceed \$6,000.00 in one (1) calendar year. If more eligible employees apply than can be funded, a preference will be given to the employee (s) with greater seniority.

ARTICLE 38 **DEFINITIONS**

Section 38.1. Day. All references to the term "day" shall mean "calendar day" unless otherwise specified. The terms "work day" and "working day" as used in this Agreement shall generally be defined as Monday through Friday inclusive; however, a holiday observed on a Monday through Friday should not be counted as a work day.

Section 38.2. Active Pay Status. "Active pay status" means the conditions under which an employee is eligible to receive pay and includes, but is not limited to, vacation leave, sick leave and personal leave.

Section 38.3 Part Time. Part-time employees are those who do not work an average of more than twenty (20) hours per work week.

Section 38.4. Full time. Full time employees are those who work an average of more than twenty (20) hours per work week.

Section 38.5 Benefitted Employee. Benefitted employees are those employees who work a regular schedule of 30 hours or more in a work week.

Section 38.6. Non-Benefitted. Non-Benefitted employees are those employees who work less than 30 hours in a work week either on a regular schedule or who average less than 30 hours in a work week.

ARTICLE 39 **CONTRACTING/SUBCONTRACTING**

Section 39.1. Normal Work. The Employer agrees that work normally performed by employees in bargaining unit classifications shall not be contracted or subcontracted unless bargaining unit employees do not have the skill, ability, technical knowledge or necessary tools and equipment to perform such work.

Section 39.2 Layoff. Further, the Employer agrees that any contracting or subcontracting shall not result in layoff, failure to recall or reduction in pay or position of bargaining unit employees, or avoidance of any provision of this Agreement.

ARTICLE 40
NO STRIKE/NO LOCKOUT

Section 40.1. No Strike. The Union agrees that neither it, its officers, agents or representatives will call, authorize, condone or participate in any strike or work stoppage as defined in O.R.C.

Section 40.2. No Work Stoppage. Employees shall not promote, instigate, support or in any manner engage in a strike or work stoppage as defined in O.R.C. 4117.01(H). In the event of a violation of this Section, the Union will take all reasonable steps to end the violation.

Section 40.3. No Lockout. The Employer agrees that employees shall not be locked out.

ARTICLE 41
ALTERATION OF AGREEMENT

Section 41.1 Amendments to Agreement. No agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or provisions contained herein shall be made by any employee or number of employees with the Employer nor shall such be binding upon the parties hereto unless such agreement is made and executed in writing, signed by a representative of the Employer and signed by an authorized representative of Ohio Council 8 and Local 3469.

ARTICLE 42
WAIVER

Section 42.1. Suspension of Agreement During Emergency. In cases of emergency declared by lawful governmental authority, the following conditions of the Agreement will be automatically suspended for the duration of the declared emergency:

- Grievance time limits
- Work rules or provisions relating to assignment of employees
- Notice requirements relating to the changing of work schedules

ARTICLE 43
SAVINGS

Section 43.1. Conflict of Provisions of Agreement. Should any part of this Agreement be rendered or declared illegal by any existing or subsequently enacted legislation or by any final decree of a court of competent jurisdiction, or the final appeal decision of any government agency of competent jurisdiction (and if appeal rights do not exist or are not pursued), said invalidation shall not affect the remaining portions of this Agreement which shall continue in effect for the duration of same; however, either party may require the reopening of negotiations,

which shall be limited to the specific portions of this Agreement that finally have been invalidated.

ARTICLE 44
SUCCESSOR CLAUSE

Section 44.1. Successors. This Agreement shall be binding upon the successors and assigns of the parties hereto and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, sales, transfer, or assignment of either party hereto, or affected, modified, altered or changed in any respect whatsoever by any change of any kind in the legal status, ownership, or management of either party hereto.

ARTICLE 45
SCOPE OF BARGAINING

Section 45.1. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject referred to, or covered in this Agreement, or with respect to any matter or subject not specifically referred to or covered in this Agreement, even though such subject or matter may or may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement. The parties further agree that this Agreement represents the complete Agreement between the parties.

Section 45.2. Past Practices. Only those past practices and privileges which are expressly included in this Agreement shall be continued by this Agreement. All other practices and privileges continue at the discretion of the Employer.

ARTICLE 46
INCLEMENT WEATHER

Section 46.1. Inclement Weather. In view of the great importance of the services that the Department provides to the residents of Richland County and the Cities of Mansfield and Ontario, the parties agree that it is incumbent upon the Agency to be open during scheduled hours as much as possible. However, in the event that some employees were unable to come to work as scheduled due to serious inclement weather, the Health Commissioner will review all the circumstances, including the individual efforts made by employees, and will determine whether to grant the use of the employee's accumulated paid time off for such period.

ARTICLE 47
DURATION

Section 47.1. The Agreement is effective date of execution and shall remain in full force and effect until December 1, 2018. Either party may terminate or serve notice of its desire to modify or amend this Agreement at the expiration date by written notice by certified mail not less than ninety (90) calendar days prior to the end of such expiration date. Negotiations shall begin promptly after receipt of a timely written notice.

IN WITNESS WHEREOF, the parties have hereunto signed, by their authorized representatives,
this 15TH day of MARCH, 2016.

FOR RICHLAND PUBLIC HEALTH

Martin I. Tremmel
Martin Tremmel, Commissioner

Richard J. Grega
Richard J. Grega, Director of Human
Resources and Information Technology

Anita Douville
Anita Douville
Human Resources Specialist

Jonathan J. Downes
Jonathan J. Downes
Labor Counsel To Richland Public Health

FOR THE UNION
AFSCME OH COUNCIL 8
AND LOCAL NO. 3469

Steven Roberts
Steven Roberts, Staff Rep. OC8

Jill Burger
Jill Burger, President Local 3469

Fina Nichols
Fina Nichols, Committee

Larry Scott
Larry Scott, Committee

APPENDIX A1 – WAGES

Calendar Year 2016 Base Rates Without Additional 3% for Education Supplement

<u>Pay Grade</u>		<u>Base</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
9	Hourly	12.45	12.88	13.37	13.95	14.61
10	Hourly	13.04	13.46	13.99	14.59	15.29
11	Hourly	13.66	14.13	14.67	15.30	16.04
12	Hourly	14.30	14.78	15.35	16.02	16.78
13	Hourly	14.98	15.49	16.08	16.78	17.60
14	Hourly	15.70	16.24	16.87	17.60	18.46
15	Hourly	16.45	17.02	17.68	18.44	19.33
16	Hourly	17.26	17.83	18.53	19.34	20.30
17	Hourly	18.10	18.72	19.44	20.29	21.27
18	Hourly	19.01	19.65	20.42	21.32	22.34
19	Hourly	19.69	20.60	21.40	22.33	23.42
20	Hourly	20.87	21.59	22.44	23.42	24.57
21	Hourly	21.91	22.66	23.54	24.58	25.77
22	Hourly	22.33	23.09	23.99	25.03	26.26
A	Hourly	40.35	41.74	43.38	45.32	47.55

APPENDIX A2 – WAGES

Calendar Year 2016 with Additional 3% for Education Supplement

<u>Pay Grade</u>		<u>Base</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
9	Hourly	12.45	12.88	13.37	13.95	14.61
10	Hourly	13.04	13.46	13.99	14.59	15.29
11	Hourly	13.66	14.13	14.67	15.30	16.04
12	Hourly	14.30	14.78	15.35	16.02	16.78
13	Hourly	15.42	15.95	16.54	17.28	18.12
14	Hourly	16.17	16.71	17.36	18.12	19.00
15	Hourly	16.94	17.51	18.20	18.99	19.89
16	Hourly	17.76	18.36	19.08	19.90	20.89
17	Hourly	18.61	19.26	20.00	20.87	21.89
18	Hourly	19.56	20.23	21.01	21.93	22.99
19	Hourly	19.91	20.60	21.40	22.33	23.42
20	Hourly	21.47	22.21	23.09	24.09	25.30
21	Hourly	22.55	23.32	24.24	25.31	26.54
22	Hourly	22.98	23.77	24.70	25.77	27.02
A	Hourly	41.54	42.99	44.66	46.66	48.96

APPENDIX B1 - WAGES

Calendar Year 2017 Base Rates without Additional 3% for Education Supplement

<u>Pay Grade</u>		<u>Base</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
9	Hourly	12.82	13.26	13.77	14.36	15.04
10	Hourly	13.43	13.86	14.40	15.02	15.74
11	Hourly	14.06	14.55	15.11	15.75	16.52
12	Hourly	14.72	15.22	15.81	16.50	17.07
13	Hourly	15.24	15.95	16.56	17.28	18.12
14	Hourly	16.17	16.72	17.37	18.12	19.01
15	Hourly	16.94	17.53	18.21	18.99	19.90
16	Hourly	17.77	18.36	19.08	19.92	20.90
17	Hourly	18.64	19.28	20.02	20.89	21.90
18	Hourly	19.58	20.23	21.03	21.95	23.01
19	Hourly	20.28	21.21	22.04	22.99	24.12
20	Hourly	21.49	22.23	23.11	24.12	25.30
21	Hourly	22.56	23.33	24.24	25.31	26.54
22	Hourly	22.99	23.78	24.70	25.78	27.04
A	Hourly	41.56	42.99	44.68	46.67	48.97

APPENDIX B2 - WAGES

Calendar Year 2017 with Additional 3% for Education Supplement

<u>Pay Grade</u>		<u>Base</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
9	Hourly	12.82	13.26	13.77	14.36	15.04
10	Hourly	13.43	13.86	14.40	15.02	15.74
11	Hourly	14.06	14.55	15.11	15.75	16.52
12	Hourly	14.72	15.22	15.81	16.50	17.28
13	Hourly	15.87	16.42	17.03	17.79	18.66
14	Hourly	16.65	17.21	17.88	18.66	19.57
15	Hourly	17.44	18.03	18.74	19.55	20.48
16	Hourly	18.29	18.91	19.65	20.49	21.51
17	Hourly	19.16	19.83	20.60	21.49	22.54
18	Hourly	20.14	20.83	21.64	22.58	23.67
19	Hourly	20.50	21.21	22.04	22.99	24.12
20	Hourly	22.11	22.87	23.78	24.81	26.05
21	Hourly	23.22	24.01	24.96	26.06	27.33
22	Hourly	23.66	24.48	25.44	26.54	27.83
A	Hourly	42.78	44.27	45.99	48.05	50.42

APPENDIX C1 - WAGES

Calendar Year 2018 Base Rates Without Additional 3% for Education Supplement

<u>Pay</u>	<u>Grade</u>	<u>Base</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
	9 Hourly	13.07	13.52	14.04	14.58	15.34
	10 Hourly	13.69	14.13	14.68	15.32	16.05
	11 Hourly	14.34	14.84	15.40	16.06	16.85
	12 Hourly	15.01	15.52	16.12	16.83	17.41
	13 Hourly	15.54	16.26	16.89	17.62	18.48
	14 Hourly	16.49	17.05	17.71	18.48	19.39
	15 Hourly	17.27	17.98	18.57	19.36	20.29
	16 Hourly	18.12	18.72	19.46	20.31	21.31
	17 Hourly	19.01	19.66	20.42	21.30	22.33
	18 Hourly	19.97	20.63	21.45	22.38	23.47
	19 Hourly	20.68	21.63	22.48	23.35	24.60
	20 Hourly	21.91	22.67	23.57	24.60	25.80
	21 Hourly	23.01	23.79	24.72	25.81	27.07
	22 Hourly	23.44	24.25	25.19	26.29	27.58
	A Hourly	42.39	43.84	45.57	47.60	49.94

APPENDIX C2 - WAGES

Calendar Year 2018 with Additional 3% for Education Supplement

<u>Pay Grade</u>		<u>Base</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
9	Hourly	13.07	13.52	14.04	14.64	15.34
10	Hourly	13.69	14.13	14.68	15.32	16.05
11	Hourly	14.34	14.84	15.41	16.06	16.85
12	Hourly	15.01	15.52	16.12	16.83	17.62
13	Hourly	16.18	16.74	17.37	18.14	19.03
14	Hourly	16.98	17.55	18.18	19.03	19.96
15	Hourly	17.78	18.39	19.11	19.94	20.88
16	Hourly	18.65	19.28	20.04	20.89	21.94
17	Hourly	19.54	20.22	21.01	21.91	22.99
18	Hourly	20.54	21.24	22.07	23.03	24.14
19	Hourly	20.91	21.63	22.48	23.44	24.60
20	Hourly	22.55	23.32	24.25	25.30	26.57
21	Hourly	23.68	24.49	25.45	26.58	27.87
22	Hourly	24.13	24.96	25.94	27.07	28.38
A	Hourly	43.63	45.15	46.90	49.01	51.42