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AGREEMENT

BETWEEN

JACKSON COUNTY HEALTH DEPARTMENT

AND

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

SERB Case No. 2015-MED-11-1219

January 1, 2016 to December 31, 2018

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PREAMBLE

This Agreement entered into by the Jackson County Health Department, hereinafter referred to as the Employer, and Local # _____, and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose to set forth the full and complete understandings and agreements between the parties governing the rates of pay, hours of work, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

ARTICLE 1 RECOGNITION

Section 1.1. The Employer recognizes the AFSCME OHIO Council 8 and Local as the exclusive representative of all employees included in the bargaining unit described in the State Employment Relations Board's order of October 1, 2015, in Case No. 2015-REP-06-0059, and is defined as follows:

Included:

Professional: All employees of the Jackson County Health Department in the classifications Early Intervention Coordinator, Intersystem Coordinator, Public Health Nurse, Registered Sanitarian, School Student Nurse, and Wellness Coordinator.

Non-Professional: All employees of the Jackson County Health Department in the classifications Account Clerk/Deputy Registrar and Registrar.

Excluded:

Professional: Confidential, management level employees, and supervisors as defined in the Act; seasonal and casual employees as defined by the Board; and Account Clerk/Deputy Registrar, Administrative Assistant, Environmental Health Director, Registrar and all other employees of the Employer.

Non-Professional: Confidential, management level employees, and supervisors as defined in the Act; seasonal and casual employees as defined by the Board; and Administrative Assistant, Environmental Health Director, Intersystem Coordinator, Public Health Nurse, Registered Sanitarian, School Student Nurse, Wellness Coordinator, and all other employees of the Employer.

ARTICLE 2 DUES CHECK-OFF

Section 2.1. The Employer agrees to deduct regular Union membership dues in amounts authorized by the Union, from the pay of any bargaining unit employee eligible for membership dues and who is a member in the Union, and upon the individual employee voluntarily signing and submitting a written authorization for dues deduction. Upon receipt of the proper authorization form and following successful completion of sixty (60) calendar days of employment with the Employer, the Employer will deduct Union dues from the employee's

payroll check for the pay period following the pay period in which the authorization was received and in which dues are normally deducted by the Employer.

Section 2.2. The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article. The Union agrees to indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. It shall be the responsibility of the employee to obtain appropriate refunds from the Union. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 2.3. The Employer shall be relieved from making such "check-off" deductions upon termination of employment, transfer to a job other than one covered by the bargaining unit, layoff from work, approved leave of absence without pay, or revocation of the check-off authorization. A copy of any notice of revocation of dues deduction authorization shall be submitted to the Union following receipt by the Employer.

Section 2.4. The Employer shall not be obligated to make dues, fees or assessment deductions of any kind from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the deductions.

Section 2.5. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions except as follows. If a claim of error is made to the Employer in writing within one hundred twenty (120) calendar days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues, fees and assessments shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 2.6. Deductions provided for in this article shall be made in equal amounts, twice monthly. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification from the Union, will make the appropriate deduction from the following pay period(s). No deduction for a pay period shall exceed the equivalent of two (2) months regular dues.

Section 2.7. Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement, subject to Section 4.3, unless an eligible employee certifies, in writing, that the dues check-off authorization has been revoked, at which point the dues deduction will cease effective the pay period following the pay period in which the written dues deduction revocation was received by the Employer. A copy of the written revocation shall be forwarded to the Union. All dues, fees, and assessments shall cancel upon the termination date of the Agreement, unless the parties agree otherwise.

Section 2.8. The amount of dues to be deducted shall be certified to the Employer, in writing, by the Union. Changes in rates of deduction shall be effective thirty (30) calendar days after notice is received by the Employer or on the next payday from which dues are customarily deducted, whichever is later.

Section 2.9. The Employer agrees to remit a warrant in the aggregate amount of the deduction to the Controller of AFSCME/Ohio Council 8, 6800 North High St., Worthington, Ohio 43085-2512, no later than twenty (20) calendar days following the end of the pay period in which the deduction was made. Such warrant shall be accompanied by a listing of the employees for whom deductions were made.

Section 2.10. Fair Share Fee: All bargaining unit employees who are not members in good standing of the Union are required to pay a fair share fee to the Union as a condition of continued employment. All bargaining unit employees who do not become members in good standing of the Union are required to pay a fair share fee to the Union, as a condition of employment. This condition is effective sixty-one (61) days from the employee's date of hire, or the date this Agreement is signed by the parties, whichever is later.

The fair share fee amount will be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee is automatic and does not require a written authorization for payroll deduction. The Employer agrees to notify newly hired employees of the requirement to pay the fair share fee.

The deductions of fair share fees will not be made until the Employer receives written notice to begin deductions from the Controller of Ohio Council 8.

Payment to the Union of fair share fees deducted will be made according to the same provisions of the Agreement that govern the payment to the Union of the regular dues deductions.

The payment will be accompanied by an alphabetical list of the name and current address of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted.

Section 2.11. PEOPLE Check-off: The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

The Union shall hold the Jackson County Health Department harmless from liability arising out of any action taken by it or omitted by it in compliance with or in an attempt to comply with the provisions of this section. Such dues and assessments shall be transmitted by the Jackson County Health Department to the Controller of Ohio Council 8 within the first calendar week after such deductions are made.

ARTICLE 3 **MANAGEMENT RIGHTS**

Section 3.1. The Employer reserves all the customary rights, privileges or authority of Management, except as modified by the express terms of this Agreement, including but not limited to the following:

- A. The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered; the determination, purpose and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of facilities and installations; and the additional discontinuance of any services, facilities, equipment, materials or methods of operation;
- B. The right to determine starting and quitting times, work schedules and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean up time; and to determine the amount of supervision necessary;
- C. The right to determine the method or process by which work is performed; the right to contract, subcontract, and purchase any or all work, processes, or services; to adopt, revise, enforce or delete working rules and carry out cost control and general improvement programs;
- D. The right to establish, change, combine, or discontinue job classifications and prescribe and assign job locations and relocations and job duties, content and classification and establish wage rates for any new or changed classifications;
- E. The right to determine the existence or nonexistence of facts which are the basis of Management decision;
- F. The right to establish or continue policies, practices or procedures for the conduct of the Employer's business and its services to the citizens of Jackson County and, from time to time, to change or abolish such practices or procedures;
- G. The right to establish training programs and upgrade requirements for employees within the department;
- H. The right to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other reasons.

Section 3.2. The foregoing specific rights shall in no way be a limitation on general Management rights of the Employer to direct or control the work force and general affairs of this Employer. Nothing in this Agreement shall be interpreted as an abdication of said authority or responsibility, and the only limitations on the Management's rights shall be the specific limitations agreed upon in this Agreement.

ARTICLE 4 **NON-DISCRIMINATION**

Section 4.1. The Employer and Union agree to not unlawfully discriminate because of age, sex, marital status, race, color, creed, ancestry, national origin, military status, veteran status, genetic information, gender identity, sexual orientation or disability. The Union and the Employer shall share equally the responsibility for implementing this section of the Agreement.

Section 4.2. The Union and the Employer agree not to interfere with the rights of employees to not become or become members of the Union, and there shall be no unlawful disparate treatment, restraint or coercion by the Employer, Union or their representatives against any employee exercising the right to abstain or participate in the Union or involvement in Union activities. The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 4.3. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 5 **WORK RULES**

Section 5.1. The Employer or his designee(s) maintains the right to promulgate and enforce work rules, policies, procedures and directives, consistent with statutory authority, to regulate the conduct of employees and the conduct of services and programs. For the purposes of this article, all of the above shall be considered inclusive in the terminology of Work Rules.

Section 5.2. Work rules shall be applied uniformly under similar circumstances within the group or groups of employees to whom such rules are directed.

Section 5.3. Work rules shall not be applied in violation of the express terms of this Agreement.

Section 5.4. The Employer shall provide written notice of any new or amended work rule at least five (5) days prior to posting.

Section 5.5. The posting of work rules in conspicuous and customary places shall constitute notice to all employees.

Section 5.6. This Article shall not be interpreted in any manner to relieve an employee of his responsibilities to follow normal rules and procedures of good conduct which can reasonably be expected of any employee regardless of whether such rules and procedures have been reduced to writing.

ARTICLE 6
UNION REPRESENTATION

Section 6.1. The Employer shall grant reasonable access to non-employee representatives of the Union to attend meetings or perform duties, to the extent the meetings or duties are specifically allowed by this Agreement. Non-employee Union representatives shall first report to the main front desk and notify the Health Commissioner or designee prior to entering any of the premises of the Employer.

Section 6.2. The Employer shall recognize the President and one (1) employee to act as Union stewards for purposes of representation as specifically outlined in this Agreement.

Section 6.3. The writing and investigating of grievances shall be on non-work time, but may be conducted during working hours, provided that the employee has permission of their supervisor. In no event shall time spent writing grievances or investigating grievances be considered as overtime or paid time. Prior to leaving their work areas to conduct business or activities pursuant to this section, employees must notify their supervisor.

The Union agrees that time spent writing and/or investigating grievances will be spent solely for that purpose and shall not be abused. Any claims by the Employer of abuse of release time shall be a subject for a Labor Management meeting.

Section 6.4. The Union shall provide the Employer an official roster of its local officers, assigned Union representatives and stewards, which is to be kept current at all times by the Union and shall include the following:

- A. Name
- B. Jurisdictional area (stewards only)
- C. Union position held
- D. Work address and phone number of non-employee representatives

No employee shall be recognized as a Union representative until the Union has presented the Employer with written notice of that person's selection.

Section 6.5. The Union agrees that no representative of the Union, either employee or non-employee, shall interfere with, interrupt or disrupt the normal work duties of employees.

Section 6.6. Bulletin Boards.

- A. The Employer agrees to provide the Union bulletin board space for the exclusive use of the Union, to be located in an agreed upon area.
- B. The Union may post the following items without prior permission of the Employer:
 - 1. Notices of Union meetings
 - 2. Notices of elections
 - 3. Notices of social or recreational events
 - 4. Notices of conferences or conventions
 - 5. Notices of appointment of Union representatives

All other notices must be reviewed by the person designated by the Employer before posting to ensure that the notices are not defamatory or obscene.

- C. No notice may contain anything controversial, defamatory, obscene, or critical of the Employer or of any employee or other person. The Employer agrees that if any material on a Union bulletin board is deemed by the Employer to be in violation of this Agreement, the Employer shall notify the Union President or designee and request that the material be removed.
- D. All postings must bear the date of posting and a signature of the local Union official or steward who is responsible for the posting.

ARTICLE 7

LABOR MANAGEMENT MEETINGS

Section 7.1. The Employer agrees that he or his designee(s) shall meet by mutual agreement but not less than annually with three (3) representatives of the Union at a mutually agreeable time and place to discuss matters which may include the following:

- A. Changes contemplated by the Employer that may affect bargaining unit employees;
- B. Ways to increase productivity and improve effectiveness;
- C. Issues of interest to bargaining unit employees;
- D. Quality of work issues;
- E. Discuss health and safety matters relating to the employees;
- F. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to; or
- G. Matters of contract administration that are not subject to the grievance procedure.

Section 7.2. The parties will submit an agenda at least five (5) days prior to the meeting specifying the topics they wish to discuss and the names of the Union representatives who will be attending.

Section 7.3. Participants in Labor Management meetings shall not lose straight time pay for such time spent in such meetings held during regular working hours. The meeting may be attended by a representative of the Board and/or representative of the International Union.

ARTICLE 8

HEALTH AND SAFETY

Section 8.1. It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, Management accepts its responsibility to provide safe working conditions, tools, equipment and working methods for its employees. The supervisor will see that safety rules and safe working methods are followed by his employees. The employee(s) accepts the responsibility not to neglect or abuse his equipment, tools or work area, and accepts the responsibility to follow all safety

rules and safe working methods as prescribed by the Employer's standard operating procedures. All unsafe working conditions must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 9.1. The term "grievance" shall mean an allegation by a bargaining unit employee or the Union alleging a violation, misinterpretation, or misapplication of a specific provision of this Agreement, or a claim that the Employer has taken disciplinary action without just cause against a non-probationary employee. Any dispute or grievance which would change the terms of this Agreement is not a grievance and is not subject to the grievance procedure.

Section 9.2. A grievance, under this procedure, may be brought by any member of the bargaining unit or the Union. Grievances filed on behalf of the Union must be signed by an employee of the agency. Employees may utilize this procedure without fear of reprisal. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, all must sign the grievance, and one (1) member selected by such group will process the grievance.

Section 9.3. All grievances must be processed at the proper step in the progression in order to be considered at the next step. Grievances involving suspensions or discharges may be filed directly at Step 2. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. For the purposes of the time limits contained herein, a grievance must be presented at each applicable step no later than 3:30 p.m. on the last day.

Any grievance not answered by the Employer's representatives within the stipulated time limits shall be considered to have been answered in the negative and may be appealed by the grievant or the Union to the next step of the grievance procedure. The Employer shall provide notice to the employees and the Union of the Employer's designation of "Department Manager" to be utilized for the purposes of Step 1.

Section 9.4. "Days" as used in this article shall be normal working days Monday through Friday and shall not include Saturdays, Sundays, or holidays unless calendar days are specified. The time limits provided for in this article may be extended by mutual agreement in writing between the Employer and the Grievant and/or Union.

Section 9.5. A grievance must be submitted within seven (7) working days after an employee and/or Union knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed. In no case will a grievance be considered which is submitted later than thirty (30) calendar days following the date of the facts. This thirty (30) calendar day limit is designed to accommodate employees who were on leave status at the time of the occurrence of the facts. An employee returning from leave has five (5) working days to file a grievance over an occurrence during the term of her leave, provided the thirty (30) day limit is not exhausted.

Section 9.6. Prior to submitting a grievance in writing to the formal procedure, an employee may discuss the dispute with her supervisor in an attempt to reach resolution, however, it is the employee's and/or Union's responsibility to protect the time limits in which to file a formal written grievance at Step 1.

Section 9.7. At any point in the grievance procedure, the Union may request to utilize mediation to address the grievance. The parties must mutually agree to elect to utilize mediation. If mediation is agreed to, the parties agree to use SERB or Federal Mediation and Conciliation Services (FMCS) and follow SERB and/or FMCS guidelines.

Section 9.8. The following steps shall be followed in the processing of a formal grievance:

Step 1: Within the established time limits specifically enumerated in Section 9.5 above, the employee shall submit a written grievance to the employee's Department Manager. It shall be the responsibility of the Department Manager to investigate the matter. If the Department Manager determines that a meeting is necessary, the meeting shall be between the Department Manager, the grievant, and a Union steward and shall be held within seven (7) work days after the submission of the grievance. A written response shall be provided to the employee and the Union within seven (7) working days following the day on which the matter was submitted or if a meeting was held, seven (7) working days following the meeting.

Step 2: If the grievance is not settled at Step 1, the employee and/or the Union shall submit the grievance to the Health Commissioner or designee within five (5) working days of receipt of the Step 1 response. The Health Commissioner or designee shall meet with the employee and a representative of the Union which may include an AFSCME staff representative, if the employee desires, within ten (10) working days of submission of the grievance to Step 2 to discuss the grievance. The Health Commissioner or designee shall provide a written answer to the employee and the Union within ten (10) working days of the meeting.

Step 3: Grievance Mediation: If the grievance is not satisfactorily settled at Step 2, the Union and the Employer may, within ten (10) working days, submit the grievance to mediation only by mutual agreement. The parties shall use Federal Mediation Conciliation Service (FMCS) mediators and follow FMCS guidelines. The action(s) or recommendation of the mediator is not binding on either party. Neither party can use mediation against the other party for arbitration.

The parties shall ask the mediator to determine when the mediation process is declared concluded or closed. Once the mediation process is declared concluded or closed, the time lines for filing for arbitration shall be ten (10) working days following such declaration by the mediator.

Step 4: ARBITRATION: If the Union is not satisfied with the answer received at Step 2, the Union may submit the grievance to arbitration, by serving written notice of desire to do so by U.S. Mail, presented to the Health Commissioner within thirty (30) calendar days after receipt of the decision at Step 2 or 3.

Any request for arbitration or notice of intent to arbitrate which is not actively pursued for a period of thirty (30) calendar days or more without a mutual agreement by the parties to extend such period, shall cause the grievance to be considered resolved based upon the Employer's last answer.

After receipt of a request to arbitrate, the representatives of each of the parties (AFSCME/OC 8 and the Employer) shall select an arbitrator. The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be requested by the Union to submit a panel list of nine (9) arbitrators to each party from Sub-Region Ohio, NAA arbitrators only. The parties shall alternately strike the names of the arbitrators until only one (1) name remains.

Either party may once reject a list and request from the FMCS another list of nine (9) names until a mutually agreeable arbitrator is selected.

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

- A. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable law;
- B. Recommending any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated, or making any award based on rights arising under any previous Agreement; or
- C. Establishing any new or different wage rates not negotiated as part of this Agreement.

In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will not be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding on the Grievant, the Union and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The costs and fees of the arbitrator shall be borne equally by the Union and the Employer. Case presentation costs shall be borne by each party incurring such expenses. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing, and for only such time as the employee is required to be present at the hearing.

Section 9.9. When an employee covered by this Agreement chooses to represent herself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union grievance representative will be notified of her right to be present at the adjustment.

Section 9.10. All written grievances should contain the following information:

- A. Aggrieved employee's name, classification, and signature;
- B. Date grievance is being filed;
- C. Date, time and location (if appropriate) of incident giving rise to the grievance;
- D. A description of incident or statement of perceived facts;
- E. Sections of the Agreement alleged to have been violated;
- F. Desired remedy to resolve the grievance.

Section 9.11. Only discipline resulting in suspensions without pay, reduction in pay and/or position, or discharge shall be arbitrable under this Agreement. Written and verbal reprimands may be grieved directly to Step 2, but may not be appealed to arbitration. Grievances involving suspensions or discharges may be filed directly at Step 2.

Section 9.12. Two (2) or more grievances may not be joined or consolidated except upon mutual agreement of both parties.

Section 9.13. Both the employee and the Employer shall have the right to present witnesses as are necessary for the explanation and investigation of the grievance. The Union shall give twenty-four (24) hours advance notice whenever practicable to the Employer of the name(s) of any witness(es) requested who are employees of the Agency before the applicable step of the grievance procedure.

Section 9.14. The procedures set forth in this article shall be the sole and exclusive procedures for resolving any grievance or dispute which was or could have been raised by an employee covered by this contract. It is expressly understood that the procedures set forth in this article completely replace (and are not in addition to) any appeal process of the State Personnel Board of Review or of any such set of procedures.

ARTICLE 10 **DISCIPLINE**

Section 10.1. No employee shall, for disciplinary reasons, be reduced in pay, suspended, or discharged except for just cause.

Section 10.2. Discipline may include:

- A. Verbal warning
- B. Written reprimand
- C. Suspension or demotion
- D. Termination

Section 10.3. Discipline shall remain in full force and effect for the purpose of progressive discipline as follows:

- A. Verbal warning – 6 months
- B. Written reprimand – 12 months
- C. Suspension/Demotion – 18 months
- D. Suspension/Demotion for harassment or breach of confidentiality – 36 months
- E. Termination

If intervening discipline occurs within any of the timelines above, the period of time which the discipline may be considered begins at the date the intervening discipline occurred.

Section 10.4. Except in instances wherein the employee is found guilty of serious misconduct, discipline will be applied in a progressive and uniform manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. In cases involving discipline for patient abuse, or any act of harassment, intimidation, or violence against any child or patient in the care or custody of the Employer, the arbitrator will be without authority to modify the discipline if it is supported by a preponderance of the evidence.

Section 10.5. Whenever the Employer determines that an employee may be suspended or terminated for disciplinary reasons, the Employer shall notify the employee and Union President in writing of the charges against the employee, the nature of the discipline being contemplated and generally the explanation of the Employer's evidence supporting the allegations.

The employee shall have an opportunity to respond orally or in writing to the charges prior to discipline being imposed, and may be accompanied by a Union steward or officer during such response.

Section 10.6. In any investigatory interview between a bargaining unit employee and a member of the administration where it is reasonably expected that discipline of the employee being interviewed may result, the affected employee may request that a Union representative be present.

Section 10.7. Disciplinary actions involving a termination or a suspension of more than three (3) days may be appealed through the grievance procedure.

Section 10.8. Each employee may request to inspect his official personnel file maintained by the Employer. Inspection of personnel files shall be by scheduled appointments. Appointments shall be during the regular scheduled work hours of the Employer. An employee shall be entitled to have his assigned steward accompany him during the review. The Employer maintains the right to have a management representative present at all times during the inspection and to determine the site of the inspection. An employee shall be entitled to one (1) copy of any documents in his file which are not confidential by law.

ARTICLE 11

JOB POSTING/BIDDING AND TRANSFER

Section 11.1. The Employer shall determine when a vacancy exists. The Employer shall post, internally on one (1) bulletin board specified for such postings, vacancies which occur or are imminent within the Board except in those cases where an employee is eligible for reinstatement from layoff to the vacant position. Each announcement shall specify the title and nature of the

job, the required qualifications, rates of pay, and the deadline and place of application. Each announcement shall be posted for five (5) working days, including the date it was first posted. Any employee who wishes to be considered for a vacancy shall file a written application with the Health Commissioner or designee no later than the end of the posting period. Applications not timely filed shall not be required to be considered. Employee applicants bear the responsibility for ensuring that all verifications of qualifications are supplied to the Health Commissioner or designee and/or in their personnel file prior to the expiration date of the posting. Employees who are on an approved vacation may file a written application with the Health Commissioner or designee not later than three (3) working days following the employee's return from the approved vacation.

Section 11.2. The Employer will consider the following criteria in selecting the successful applicant: experience, ability to perform the essential functions of the job; records of attendance, discipline, and education. All criteria will be considered equally important. Employee applicants shall be evaluated first for the vacancy where possible. However, no guarantee exists that employees who meet minimum qualifications will receive the job. The Employer will select the most qualified applicant based on these criteria. In the event all of the above named criteria are equal, seniority shall be the deciding factor.

Section 11.3. Temporary Transfers:

- A. The Employer shall have the right to temporarily transfer employees to fill in for absent employees due to their illness, vacation or other leaves of absence or to temporarily fill a vacancy pending permanent filling of that position.
- B. Such temporary transfer shall not exceed sixty (60) calendar days. The parties may mutually agree to extend the temporary transfer beyond sixty (60) days.
- C. Employees transferred shall be permitted preference by exercising their classification seniority for the temporary position. If no classification senior employees desire the temporary transfer, the Employer at its sole discretion may transfer any employee deemed able to perform the essential functions to fill the vacancy.
- D. Employees who transfer to a higher rated classification and work in that classification for more than five (5) consecutive work days shall receive the higher rate of pay. Employees who transfer to a lower rated classification shall retain the rate of pay of their regular classification.

ARTICLE 12
PROBATIONARY PERIOD

Section 12.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred twenty (120) work days. Time spent on any leave of absence without pay and any paid leave of absence in excess of three (3) working days shall not be counted as part of the probationary period. The probationary period shall be extended by a corresponding period of

time. A newly hired probationary employee may be terminated at any time during his probationary period and shall have no appeal over such removal.

Section 12.2. Any newly promoted employee will be required to successfully complete a probationary period. The probationary period for newly promoted employees shall begin on the effective date of the promotion and shall continue for a period of ninety (90) work days. Time spent on any leave of absence without pay and any paid leave of absence in excess of three (3) working days shall not be counted as part of the probationary period. The probationary period shall be extended by a corresponding period of time. In the event a promoted employee is returned to their former position by the Employer or themselves during probation, the employee(s) subsequently displaced will have no right to file a grievance relating to their being returned to their former positions.

ARTICLE 13 **SENIORITY**

Section 13.1. Bargaining unit seniority shall be computed on the basis of uninterrupted length of continuous service with the Jackson County Health Department.

Classification seniority is the uninterrupted length of continuous service in the employee's current classification.

The following situations shall not constitute an interruption in continuous service:

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave;
- C. Military leave;
- D. A layoff of two (2) years duration or less.

Section 13.2. The following situations constitute an interruption in continuous service for which seniority is lost:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than two (2) years;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, or disability;
- E. Failure to return to work at the expiration of leave of absence; and
- F. Resignation.
- G. Transfer out of the bargaining unit (at the completion of six [6] calendar months).

Section 13.3. Effective for employees hired following the signing of this Agreement, ties in seniority shall be broken by the affected employees drawing numbers from a box with the employee having the lowest number being the more senior. The Union Local President or designee shall be present at the drawing.

Section 13.4. The Employer shall post and provide the local Union President with a seniority list annually within fourteen (14) calendar days after the effective date of this Agreement and thereafter, showing the seniority of each employee in the bargaining unit by classification and

bargaining unit. Any employee shall have ten (10) working days after the list is prepared and posted in the department to protest his position on that list. If no challenge is received, the list shall be deemed accurate for the remainder of the posting period.

Section 13.5. The Employer shall provide the local Union President with the following list semiannually:

- A. Names, addresses and telephone numbers of current employees and those who have left the bargaining unit or are on an unpaid leave of absence and;
- B. Names, addresses and telephone numbers of new hires and transfers into the Union.

ARTICLE 14 **LAYOFF AND RECALL**

Section 14.1. Layoff.

- A. When the Employer determines that a layoff or job abolishment is necessary because of lack of work, lack of funds, or job abolishment, the Employer shall notify the affected employees and the Union fourteen (14) days in advance of the effective date of the layoff or job abolishment. If the employee's wages are paid through grant monies or restricted funds, and such monies or funds are terminated, the employee may be laid off effective immediately upon receipt of notice under this article, subject to the displacement and recall provisions of the remainder of this article. The Employer agrees to discuss the impact of the layoff or abolishment on bargaining unit employees with representatives of the Union. The Employer and Union may agree to implement a paper layoff process under which employees who are to be laid off or displaced may be required, before the date of the actual layoff, to preselect their options for displacing other employees.
- B. The Employer may layoff all employees within the classification of layoff, except that this shall not apply to employees receiving compensation from a special project funding source.
- C. The Employer shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in order of bargaining unit seniority within the classification of the affected layoff, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

Section 14.2. Bumping Rights. Except for a mutually agreed to paper layoff process pursuant to Section 14.1 above, the following shall apply. Any employee receiving notice of layoff shall have five (5) work days following receipt to exercise any right to displace (bump) the least senior employee in the same classification. If there is none, then the employee may displace (bump) the least senior employee in a lower classification within the classification series, provided that the employee has more bargaining unit seniority than the employee displaced. Employees displaced pursuant to this provision may in turn displace the least senior employee in a lower classification in the same classification series, provided the employee has more bargaining unit seniority than the employee displaced. This procedure shall continue successively until the last employee in the lowest classification in the classification series has been reached, and if necessary, laid off.

Any employee displaced from his/her position shall have five (5) work days to exercise her bumping rights. In no circumstance may an employee bump out of his classification series due to a layoff.

Section 14.3. Recall.

- A. When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees to the classification from which they were laid off or any lower classification in the same classification series. The Employer shall recall such employees according to bargaining unit seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of two (2) years after the effective date of the layoff.

When the Employer recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the shift or unit at which they were working when laid off.

Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer may comply by mailing the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the employee to provide the Employer with her latest mailing address.

- B. In the case of a layoff, the recalled employee shall have fourteen (14) calendar days following the date of mailing of the recall notice to notify the Employer of her intention to return to work and shall have fourteen (14) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice or agreed to by the Employer.
- C. Employees bumping, displaced, or recalled into another position shall receive the pay rate of the position in which the remaining work falls or into which the employee is recalled.

Section 14.4. Abolishment. Means the permanent deletion or removal of a position(s) of the Employer due to a lack of continued need, as a result of a reorganization for the efficient operation of the Employer, for reasons of economy, or due to a lack of work.

ARTICLE 15
HOURS OF WORK/OVERTIME

Section 15.1. This Article is intended to define the normal hours of work for bargaining unit employees in order to determine eligibility for overtime. Nothing in this Article shall be construed as a guarantee of work hours or as a restriction on management's rights as specified in the Management Rights Article herein.

Section 15.2. The work period shall begin at 12:01 a.m. Sunday and continue for seven (7) consecutive calendar days (one hundred sixty-eight [168] consecutive hours) ending at 12:00 midnight the following Saturday.

Section 15.3. Each employee's work schedule shall be determined by the Employer. The normal work schedule for full-time bargaining unit employees shall consist of forty (40) hours of work performed during the seven (7) day work period.

Section 15.4. When an employee is required to work in excess of forty (40) hours during the seven (7) day work period, he shall be paid overtime pay for such time over forty (40) hours at the rate of one and one-half (1½) times his regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 15.5. For purposes of determining an employee's eligibility for overtime, all hours actually worked by the employee will be included. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime.

Section 15.6. Whenever the Employer determines overtime is necessary to meet the operational needs of the department, any or all employees may be required to work overtime.

Section 15.7. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless overtime has been approved by the Employer. Unless authorized in advance, such as for on-call, employees shall obtain advance approval of the Employer before working any overtime.

Section 15.8. The normal work schedule shall include a one-half (½) hour unpaid lunch period. Lunch periods shall be scheduled by the employee with prior approval of the immediate supervisor.

Section 15.9. Compensatory time shall be granted at the rate of one and one-half (1½) hours of compensatory time off for each hour of overtime worked.

The maximum amount of compensatory time an employee may accrue and carry forward is seventy-five (75) hours. Any overtime worked which would increase the employees' accumulated compensatory time above this maximum shall be paid at the appropriate overtime rate.

Compensatory time off will be granted at a time mutually convenient to the employee and the Employer. The employee must submit a written request on a standardized form and receive approval from the Employer prior to taking compensatory time off.

Upon separation of employment, employees shall be paid for their accrued but unused compensatory time at their current straight-time hourly rate.

ARTICLE 16 **PAID LEAVES**

Section 16.1. Military Leave. Military leave shall be granted and applied pursuant to applicable state and federal laws.

Section 16.2. Court Leave. The Employer shall grant required leave with pay where an employee is summoned for any jury duty or subpoenaed as a witness by any court or other

adjudicatory body of competent jurisdiction who can require or who can have a court require the employee's appearance.

All compensation received from the summoning agency for such duty must be paid the Employer unless such duty is performed totally outside the employee's normal working hours, except that the employee may elect to keep the compensation and forgo her pay for the time off.

The Employer will not pay employees for appearing in court for cases being heard in connection with the employee's personal matters, including, but not limited to criminal or traffic charges against the employee, domestic relations matters for the employee's family, juvenile court matters for the employee's family, etc. These absences may be leave without pay or available vacation leave at the discretion of the employee.

An employee must request advance notice for court leave when receiving the notice of jury duty or subpoena.

Employees are expected to report for work following jury duty, if one (1) or more hours of time remain during the employee's normally scheduled workday.

Section 16.3. Personal Leave. Full-time employees earn four (4) personal days in a calendar year. Eligible part-time employees will earn personal day credit based on the number of regularly scheduled hours worked as set forth in the Jackson County Health Department Policy and Procedure Manual.

Personal days/leave must be used within the calendar year and cannot be carried over or paid in cash. Employees earn one (1) personal day of the first regularly scheduled work day of each quarter. Personal days not used in the quarter earned will not be carried over. Personal leave must be taken in four (4) hour increments. Requests to take personal leave must be made to the employee's supervisor at least three (3) days in advance. Employees may use a personal day to observe religious or ethnic holidays, to celebrate birthdays or other days of personal significance, or to attend to personal business that cannot be scheduled for other than work hours. The employee's supervisor should make every possible accommodation for personal day use, except when the required prior notice has not been given and /or when such use would present a serious risk to the department's functioning or to the county's health. Accrued personal days are not paid out upon separation from service.

Probationary period must be completed before using any personal days. If you were a full-time employee going to part-time status, the number of days you are allotted will be adjusted.

ARTICLE 17 **UNPAID LEAVES**

Section 17.1. The authorization of a leave of absence is a matter of administrative discretion. The Employer in each individual case will decide if a leave of absence is to be granted. Unpaid leaves of absence will not exceed three (3) months duration, unless an extension is requested by the employee and approved by the Employer for up to an additional three (3) month period, or as specified elsewhere in the Agreement.

Section 17.2. Except in cases of emergency, an employee must request an unpaid leave at least thirty (30) days in advance.

Section 17.3. An employee may only use a leave of absence for the reason for which it was granted. If the Employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work and/or may discipline the employee up to and including discharge.

Section 17.4. An employee may return from a leave of absence before the time granted for the leave expires with the permission of the Employer.

Section 17.5. If an employee fails to return from leave upon the expiration of the leave, the Employer may consider the employee's failure to return as job abandonment, and may remove the employee from her job.

Section 17.6. The Employer may, at its expense, require an employee to be examined by a licensed physician of the Employer's choosing for the purpose of determining whether the employee is physically or mentally able to perform the substantial duties of her position. An employee found to be physically or mentally unable to perform the substantial duties by such physician shall be placed on sick or disability leave.

Section 17.7. The Employer shall place an employee returning from leave in the same or similar classification, if the original classification no longer exists, from which the employee took leave. If such classification no longer exists, the Employer shall treat the employee as if she were laid off from her classification.

Section 17.8. The Employer may place or an employee may request a leave of absence without pay for maternity or disability purposes by submitting such request in writing to the Employer, subject to the requirements found within this Article. A disability leave may be granted only when an employee has exhausted her accumulated sick and vacation leaves.

Section 17.9. The Employer may grant any employee a leave without pay for personal reasons, in accordance with the rules for leaves of absence in this Agreement.

Section 17.10. An employee is entitled to unpaid maternity or disability leave if declared incapacitated for the performance of the duties of her position by a licensed physician designated by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

When an employee is ready to return to work, she shall furnish a statement from her attending physician certifying the employee is able to return to work before her scheduled reporting time to the Personnel Officer.

In all other respects, the employee is subject to the rules for leaves of absence in this Agreement.

Section 17.11. Leave for male employees may be deducted from sick leave for care of the employee's wife and family during the post-natal period. Such sick leave shall be for a maximum of five (5) consecutive days.

Section 17.12. Union Leave. Union delegates or alternates to the annual conventions of the Union Council and the biennial conventions of AFSCME AFL-CIO and/or employees designated by the Union to attend meetings or perform union-related duties may be granted time off without pay for the purpose of participating in such conventions and/or attend meetings or conduct union-related duties, not to exceed five (5) total days per year. Employees may opt to use vacation. As much advance notice as is practicable of such attendance or usage shall be required and given to the Director or designee, identifying the employee and requested date(s) of usage. In no event may more than two (2) union delegates, alternatives, or designees take union leave at the same time.

ARTICLE 18 **SICK LEAVE**

Section 18.1. For each completed eighty (80) hour pay period in active pay status, an employee earns 4.6 hours of sick leave, not to exceed fifteen (15) days accumulation per year. The amount of sick leave time any one (1) employee may accrue is unlimited. Sick leave shall be charged in minimum units of one-fourth (1/4) hour. Employees absent on approved sick leave shall be paid at the regular rate.

Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

- A. Illness, injury, pregnancy or childbirth related conditions of the employee or of the employee's immediate family where the employee's presence is medically necessary;
- B. Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
- C. Medical, dental, or optical examination or treatment of employee or a member of her immediate family when the employee's attendance is medically necessary and when such examination or treatment cannot be scheduled during non-working hours. A statement from the attending practitioner or from the hospital that the employee's attendance with a family member was necessary must be attached.
- D. Death of a member of her immediate family [leave usage limited to time actually required: to attend funeral, make necessary funeral arrangements and to take care of related matters. Maximum usage is limited to five (5) working days not chargeable to sick leave]. Additional time chargeable to sick leave may be granted by the Health Commissioner.

Section 18.2. If sick, the employee must report absences daily. The employee is required to notify their supervisor or designee within one-half (1/2) hour of the starting time on the first day of absence. If they are unavailable after trying, the employee may leave notice with the receptionist. Failure to do so may result in denial of sick leave, no pay, and/or appropriate disciplinary action.

Upon return to work an employee shall complete an application for sick leave form to justify the use of sick leave within twenty-four (24) hours and submit such form to their supervisor. The Employer may, when an employee utilizes sick leave for medical appointments or where an

absence is for three (3) days or more, require the employee to furnish a certificate from a physician, dentist, or other medical practitioner stating that the employee was unable to perform her duties during the period of absence and is now able to report to work.

For the purposes of this article, immediate family is defined as only: mother, father, brother, sister, child, spouse, or other person who stands in place of the employee's spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian, or other person who stands in place of the employee's parent (*in loco parentis*), and foster children.

Section 18.3. Employees who transfer between departments or agencies, or from other public employment, or who are reappointed or reinstated within ten (10) years of prior public service employment will be credited with unused balance of sick leave upon submission of certification of employment and sick leave balances from previous employers up to and not exceeding the equivalent of two weeks of leave (10 days) or not to exceed 80.0 total hours for hourly staff working a 40.0 hour work week. Employees are responsible for informing the Employer within 120 days of employment of such prior service.

Section 18.4. The Employer may investigate any employee's absence.

Section 18.5. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Falsification of applications for sick leave, or the filing of sick leave applications and documentation with intent to defraud, shall result in the disapproval of sick leave and shall be grounds for disciplinary action, up to and including discharge.

Section 18.6. The Employer may require an employee to take an examination, conducted by a licensed practitioner selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Employer.

Section 18.7. In accordance with this article, payment of accrued, but unused, sick leave will be made to each employee, having ten (10) or more years of continuous service with the Employer, upon disability or service retirement under the Ohio Public Employees Retirement System from active service with the Employer. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee, and the amount of such payment shall be limited to twenty-five percent (25%) of the employee's accrued, but unused, sick leave hours, up to a maximum of thirty (30) days.

ARTICLE 19 **HOLIDAYS**

Section 19.1. Holidays for employees in this bargaining unit shall be as follows:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Spring Holiday (Friday Before Easter)	Day After Thanksgiving

Memorial Day
Independence Day
Labor Day

Christmas Day
Day After Christmas

[If and when Christmas Eve (December 24th) falls on a workday, it will also be a holiday.]

Section 19.2. The length of each holiday above shall be equal to the length of the employee's normally scheduled workday. For each holiday listed above, employees shall receive their regular daily rate of pay as holiday pay. All employees who work on a day observed as a holiday shall receive eight (8) hours' holiday pay, and in addition, shall be paid at the rate of one and one-half (1-½) times their regular hourly rate of pay for all hours worked on a holiday.

Section 19.3. In the event any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 19.4. If a holiday occurs while an employee is on vacation such vacation day will not be charged against her vacation leave. An employee who is in unpaid status the last scheduled workday before or the first scheduled workday following a paid holiday will not be paid for the holiday.

Section 19.5. Part-time bargaining unit employees shall receive holiday pay according to this Article only for the day on which they are scheduled to work and for the hours they are normally scheduled.

Section 19.6. An employee who has taken a board-approved unpaid leave of absence that overlaps a holiday recognized by the health department shall not receive holiday pay for the holiday missed.

ARTICLE 20
VACATION

Section 20.1. Full-time employees will be credited and are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service with the Employer as follows:

<u>Length of Service</u>	<u>Vacation</u>	<u>Credit Per Pay Period</u>
less than 1 year	none	
1 year but less than 8 years	80 hours	3.1 hours per 80 hours worked
8 years but less than 15 years	120 hours	4.6 hours per 80 hours worked
15 years or more	160 hours	6.2 hours per 80 hours worked

Notwithstanding the above vacation, all current bargaining unit employees who have twenty-five (25) or more years of service as of 12/31/2014 will accrue 7.7 hours for every eighty (80) hours worked equal to two hundred (200) hours.

No newly hired employee will be entitled to payout for vacation for resignation or termination until she has completed one (1) year of employment with the Employer.

Section 20.2. For the purposes of this Article hours worked shall be defined as hours in paid status. No vacation is earned while an employee is in no-pay status, or while on paid overtime. Prorated credit shall be given for any part of a pay period. Under no circumstances may an employee take vacation prior to its being earned. A one (1) time lump sum of forty (40) hours vacation credit is added at the completion of eight (8) and fifteen (15) years of employment in addition to the increased rates of accrual.

Section 20.3. Vacation leave shall be taken in minimum units of one (1) hour.

Section 20.4. Employees shall be entitled to vacation service credit or prior service credit for tenure with the State or any other political subdivision of the State of Ohio.

Each employee of the Employer, who has been previously credited with vacation service credit or prior service credit prior to the execution of this Agreement, shall retain such service credit.

Section 20.5. No vacation leave shall be carried over for more than one (1) year. Employees, who have more than one (1) times current annual accrual as of December 31 annually, shall have any excess amount deducted from their accumulated vacation and subsequent pay periods.

Section 20.6. Vacation scheduling is subject to the advance approval of the Employer. Requests for vacation leave for that calendar year may be submitted during the months of January and February. Such requests shall be honored based on operational needs and according to the employee's bargaining unit seniority, except that vacation requests submitted on or after March 1 shall be honored in order of application and no seniority rights to preferred dates shall exist.

Section 20.7. Employees are not permitted to work rather than take vacation leave and be paid for hours worked plus vacation pay.

Section 20.8. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at her current rate of pay for all credited and accrued and unused vacation leave to her credit at the time of separation up to one (1) year maximum accumulation. An employee shall forfeit her right to take or be paid for any vacation leave to her credit which is in excess of her accrual for one (1) year. In the case of the death of the employee, the unused vacation leave credit of such employee shall be paid to the deceased employees' spouse or the estate if there is no surviving spouse.

ARTICLE 21 **INSURANCE**

Section 25.1. The Employer shall make available to the bargaining unit employees the same Major Medical / Hospitalization insurance programs offered to non-bargaining unit employees

based on the level of funding for the term of this Agreement. Bargaining unit employees shall contribute the same percentage towards premiums as non-bargaining unit employees.

ARTICLE 22
WAGES AND COMPENSATION

Section 22.1. Effective on the first full pay period in January 2016, all employees in the bargaining unit shall receive a two percent (2%) wage increase. Effective 1/1/2017, all employees in the bargaining unit shall receive a one and one-half percent (1.5%) wage increase. Effective 1/1/2018, all employees in the bargaining unit shall receive a one percent (1%) wage increase.

The following employment anniversaries result in automatic step raises:

At the end of:

- 12 months of full-time employment – 3% increase
- 24 months of full-time employment – 3% increase
- 36 months of full-time employment – 3% increase
- 72 months of full-time employment – 3% increase
- 120 months of full-time employment – 3% increase
- 180 months of full-time employment – 3% increase
- 240 months of full-time employment – 3% increase
- 300 months of full-time employment – 3% increase
- 360 months of full-time employment – 3% increase
- 420 months of full-time employment – 5% increase
- 480 months of full-time employment – 6% increase

ARTICLE 23
DRUG TESTING

Section 23.1. Reasonable Suspicion. Drug/alcohol testing may be conducted on employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test;

- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Section 23.2. Prohibition Against Use of Test Results in Criminal Prosecution.

Drug/alcohol testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol screening or testing be released to a third party for use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the initial reagent testing results alone.

Section 23.3. Drug Testing Procedures. All drug screening tests shall be conducted by laboratories certified by the federal government. No test shall be considered positive until it has gone through the initial screening test and a second confirmatory test with both results confirming positive. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 23.4. Alcohol Testing Procedures. Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this article.

Section 23.5. Test Results/Refusal to Submit to Testing. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement will be considered a positive test result and shall be grounds for discipline up to and including termination.

Section 23.6. Confirmatory Testing.

- A. If the initial drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from the second container collected in the manner prescribed above.
- B. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this article.
- C. In the event that the second test contradicts the result of the first test, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 23.7. Rehabilitation/Detoxification Programs. If the testing required above has produced a positive result the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. It is the employee's responsibility to research, locate, and enter into a rehabilitation or detoxification program no later than thirty (30) calendar days from the Employer's receipt of the positive test

result. Discipline allowed by the positive findings provided for above shall be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to her former position. Such employee may be subject to periodic retesting upon her return to her position for a period of one (1) year from the date of her return to work. The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided above. Any employee in a rehabilitation or detoxification program in accordance with this article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

Section 23.8. Discipline. If the employee refuses to undergo rehabilitation or detoxification, or does not follow the rehabilitation or detoxification program in good faith, or tests positive during a retesting within one (1) year after her return to work from such a program, the employee shall be subject to disciplinary action, including removal from her position and termination of her employment.

Section 23.9. Payment of Testing Costs. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 23.10. The provisions of this article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

Section 23.11. This article shall work in conjunction with the Jackson County Health Department Policy Manual.

ARTICLE 24 **TUITION REIMBURSEMENT**

Section 24.1. Subject to the availability of funds, as determined by the Health Commissioner, the Health Commissioner is authorized to approve 30% of the course tuition, or \$100 per course, whichever is less, for all Jackson County Health Department full-time staff. The maximum tuition reimbursement per full-time staff person will be \$600.00 annually (January – December).

Part-time and seasonal staff is eligible for this benefit on a pro-rated basis (e.g., half-time employees are eligible for half the benefit and maximum). Contractual staff is not eligible for any benefits under this policy. Tuition must be applied to a program of study for an accredited college degree in a field related to the staff person's job.

The Health Commissioner is also authorized to design a flexible schedule (but no added leave time) to allow staff to attend courses.

Students who do not pass a course are not eligible for reimbursement. Students placed on academic or other probation may lose their eligibility for any future tuition reimbursements, subject to action by the Board of Health. Tuition reimbursement to staff must be approved by the Board of Health like any other Health Department expenditure.

ARTICLE 25
NO STRIKE/NO LOCKOUT

Section 25.1. The Employer and the Union agree that this Agreement provides machinery for the orderly resolution of grievances. The Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Jackson County. The Union agrees that the local Union will, within two weeks after the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Employer and make commitments for the Union. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage or any other concerted activities which interrupt the operations or services of the Employer by bargaining unit employees.

Section 25.2. Any officer or trustee of the Union, upon notice from the Employer of such job action, all take whatever affirmative steps reasonably within their ability that are necessary to end such job action, and will not, in any fashion or manner, encourage, ratify, condone, suggest, or participate in any such job action.

Section 25.3. Should any employee(s) engage in a sick call work stoppage, strike, sympathy strike or slowdown, the Union will promptly do whatever it can to prevent or stop such unauthorized acts, including the preparation of a letter addressed to the Employer, and all bargaining unit employees, stating "the strike action is not sanctioned by the Union and that all employees should return to work immediately," signed by the ranking Union officer of the Local.

Section 25.4. When the Employer notifies the Union representative that any bargaining unit employees are engaged in any such strike activity as outlined above, the Union representative shall immediately conspicuously post notices over the signature of an authorized representative of the Union to the effect that a violation is in progress, and such notice shall instruct all employees to immediately return to work and/or cease such job activity.

Section 25.5. In all cases of strike, sympathy strike, slowdown, walkout or any authorized cessation of work in violation of this Agreement, the Union shall be liable for damages resulting from such unauthorized acts of its members. The Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above.

Section 25.6. The Employer may seek legal remedy, including what is provided under 4117 of the O.R.C. Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

Section 25.7. It is specifically understood and agreed that the Employer shall have the whole and complete right of discipline including discharge, and such Union members shall not be entitled to or have any appeal or recourse through any other provision of this Agreement.

ARTICLE 26
CONTRACTING/SUB-CONTRACTING

Section 26.1. The Employer agrees to not contract-out services that will result in a layoff of bargaining unit employees.

ARTICLE 27
WAIVER IN CASE OF EMERGENCY

Section 27.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Jackson County Board of Commissioners, the Jackson County Sheriff, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Section 27.2. Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 28
SAVINGS CLAUSE

Section 28.1. If any provision of this Agreement is found to be unlawful by any court of law, that provision will be automatically terminated, but all other provisions of the Agreement will continue in full force and effect.

The parties agree to immediately re-open negotiations for the purpose of negotiating lawful alternative language for any provision found to be unlawful.

ARTICLE 29
INTEGRITY OF THE AGREEMENT

Section 29.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the entire understandings and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, practices and policies, either oral or written, are hereby canceled, except the existing written work rules and written policies of the Employer applicable to the bargaining unit.

ARTICLE 30
DURATION

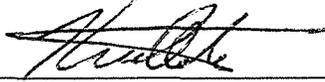
Section 30.1. This Agreement shall be effective on January 1, 2016, and shall remain in full force and effect without change until December 31, 2018. Should either party desire to modify or terminate this Agreement on December 31, 2018 such party shall give written notice of its desire to modify or terminate at least ninety (90) days prior to such date. If neither party gives notice of its desire to modify or terminate this Agreement as provided above, this Agreement shall continue in full force and effect from year to year after December 31, 2018, subject to modification or termination by either party on ninety (90) days written notice to the other prior to December 31 of any subsequent year.

SIGNATURE PAGE

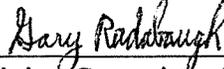
In witness whereof, the parties have executed this Agreement on 1/27/16, 2016.

For Jackson County Health Department

For American Federation of State, County
and Municipal Employees, Ohio Council 8,
Local, AFL-CIO



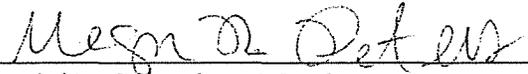
Health Commissioner



Bargaining Committee Member

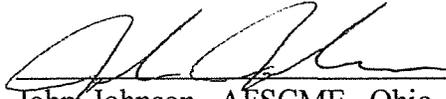


Andrew A. Esposito, Labor Consultant



Bargaining Committee Member

Approved As To Form:



John Johnson, AFSCME, Ohio Council 8,
AFL-CIO ~~the President~~

Jackson County Prosecutor