

STATE EMPLOYMENT
RELATIONS BOARD

2002 FEB 28 A 10: 23

**IN THE MATTER OF FACT-FINDING
BETWEEN**

**LAKE COUNTY GENERAL HEALTH)
DISTRICT)**

CASE NO. 01-MED-05-0556

AND)

**FINDINGS
AND
RECOMMENDATIONS**

**OHIO COUNCIL 8 and LOCAL 3622)
AMERICAN FEDERATION OF)
STATE, COUNTY AND MUNICIPAL)
EMPLOYEES)**

JAMES M. MANCINI, FACT-FINDER

APPEARANCES:

FOR THE UNION

James A. Ciocia

FOR THE COUNTY

Tom Grabarczyk

SUBMISSION

This matter concerns fact-finding proceedings between the Lake County General Health District (hereinafter referred to as the Employer) and the American Federation of State, County and Municipal Employees, Ohio Council 8 and Local 3622 (hereinafter referred to as the Union). The State Employment Relations Board (SERB) duly appointed the undersigned as fact-finder in this matter. Fact-finding proceedings were held on January 11, 2002.

The fact-finding proceedings were conducted pursuant to the Ohio Collective Bargaining Law as well as the rules and regulations of SERB. During the fact-finding proceeding, this fact-finder attempted mediation of the issues at impasse. Pursuant to those mediation efforts, the parties reached tentative agreements with respect to most of the outstanding issues which had been presented at fact-finding. There are two issues remaining for this fact-finder's consideration which are more fully set forth in this report.

This fact-finder in rendering the following findings of fact and recommendations on the issues at impasse has taken into consideration the criteria set forth in Ohio Revised Code Section 4117-14(G)(6)(7). The parties waived a formal hearing and agreed that this fact-finder could issue his recommendations in summary fashion. Therefore, the following recommendations are submitted in accordance with that understanding.

1. WAGES

This fact-finder recommends the adoption of the parties' tentative agreement regarding Wages as follows:

- 3.5% wage increase effective 8/01/2001;
- 3.5% wage increase effective 8/01/2002;
- 3.5% wage increase effective 8/01/2003.

New ABC Wage Scale is to be adopted as set forth in Attachment A.

Equity Pay Adjustments in each year of the Agreement are also to be provided as follows:

PHN II	Fifteen Cents (\$.15) per hour
PHN III	Fifteen Cents (\$.15) per hour
PHS II	Ten Cents (\$.10) per hour
Health Educator	Ten Cents (\$.10) per hour
Clerical Specialist	Ten Cents (\$.10) per hour

Note – The above Equity Pay Adjustments are included in the hourly rates set forth in the attached Wage Schedule.

2. HOLIDAYS

This fact-finder recommends the adoption of the tentative Agreement which is to provide an additional holiday, Martin Luther King Day, beginning in the year 2003.

3. MERIT PAY COMMITTEE

This fact-finder recommends the adoption of the tentative Agreement which is to maintain the current language.

4. SICK LEAVE

This fact-finder recommends the tentative Agreement which is set forth in the attached Sick Leave Provision, Article 20.

5. BEREAVEMENT LEAVE

This fact-finder recommends the tentative Agreement set forth in the attached Bereavement Leave Provision, Article 21.

6. WAGE – NEW HIRE

The Employer proposes a new provision which would allow it to hire new employees at a rate that is higher than the entry rate based upon their qualifications and experience. The Union opposes the new provision proposed by the Employer.

The Employer contends that the new provision is needed because it has had a difficult time in recruiting new employees for certain professional classifications such as Nurses, Sanitarians, Social Workers, and Health Educators. In order to attract and hire experienced and qualified employees into these classifications, the Employer argues that they should be allowed to place such new employees at a grade commensurate with their qualifications and experience. The Employer cited two other Health District contracts which have provisions that grant the employer the right to place new employees at a rate higher than entry level. The Employer also submitted a statement from the Health Commissioner which indicates that prospective employees for a Public Health Sanitarian position had chosen not to accept the position even though they were qualified due to the rate of compensation offered. The Employer submits that its proposed language would serve to grant employees more compensation and would also help to retain employees at the Lake County Health District.

The Union argues that the Employer has failed to establish any justification for its proposal to have the discretion to offer a higher wage than the starting rate to exceptionally qualified applicants. The Union claims that throughout negotiations, the

Employer never mentioned any specific examples where it had been unable to hire employees for open positions in the Health District. The Union disputes the Employer's contention that it has lost out on the opportunity to hire the best available applicants. Moreover, the Union points out that there have been significant improvements in the wage scale which have been agreed to by the parties which will serve to address the Employer's concerns. The new hire rates for all of the classifications will be increased by the merger of Steps 1 and 2 under the previous wage scale as well as a 3.5% general wage increase which is to be provided in the first year of the Contract. Given the changes in the pay scale, employment with the Health District should be more attractive to prospective employees.

DISCUSSION AND RECOMMENDATION – Based upon a careful review of the evidence and arguments presented by the parties, this fact-finder would not recommend the new provision proposed by the Employer. It would appear to this fact-finder that any problems which the Employer may have had in hiring nurses or other individuals for professional classifications will be remedied at least to a large extent by the wage improvements which have been agreed upon by the parties in this case. The parties have agreed to convert four steps in the wage scale to three grades by merging the first two steps into Grade A. As a result, there will be approximately a 7.5% general wage increase in the starting wage for most classifications. Moreover, the parties agreed to an equity adjustment of either \$.10 or \$.15 per hour in each year of the Contract for

seven classifications which includes those cited by the Employer in support of its argument. Even assuming that the Employer has had problems in hiring qualified nurses or other professionals like sanitarians, the improvement in the beginning wage rates should adequately address those concerns.

Moreover, there was insufficient basis established to support the Employer's request to have the discretion to place a new employee at a grade higher than the beginning rate. First, there were inadequate comparables cited by the Employer to support its contention that the language proposed is justified. In that regard, the Employer could cite only two Health District contracts which have provisions like that proposed here. The Employer also failed to clearly demonstrate that low starting wages have created any significant problem for the Health District in signing qualified candidates to fill openings in the professional classifications noted. The few examples cited were insufficient to warrant the contractual change proposed by the Employer.

It is apparent to this fact-finder that the parties for whatever reason did not have the full opportunity during negotiations to discuss the hiring issues raised by the Employer herein. It is suggested therefore that discussions in that regard be continued at labor-management meetings. However for the present, this fact-finder finds that the Employer's proposal to have the discretion to offer a wage higher than the starting rate to more experienced applicants is not justified. It would appear that the rather significant improvements in first year wages should serve to adequately address any concerns which

the Employer now has with respect to hiring qualified candidates for certain professional classification positions.

RECOMMENDATION

This fact-finder would not recommend the adoption of the Employer's proposal to include a provision which would allow it to place a new employee at pay grade higher than the starting rates set forth in the parties' Agreement.

WAGES, ARTICLE 22

Section 2. No new provision as proposed by the Employer.

7. HOLIDAY PAY

The Union has proposed that employees who are required to work on a paid holiday be compensated at one and one-half times their hourly rate for all hours worked in addition to their holiday pay. The Employer opposes this proposal.

The Union contends that premium pay for work on a recognized holiday is justified because of the high value placed on holidays as being personal time. When employees are required to work on a holiday, they are deprived with the opportunity to spend time with their family. The Union points out that the provision would only be applicable in connection with the summer holidays, namely Memorial Day, Independence

Day and Labor Day. It would affect in general only two sanitarians who are required to work on these holidays in order to inspect food stands during the activities involved.

The Employer opposes a provision that would automatically pay overtime for hours worked on a holiday. Automatically paying an employee time and one-half for hours worked on a holiday would lessen the incentive for employees to work the full week of the holiday. Currently if the employees do work a full week as well as a holiday, they would receive eight hours pay for the holiday plus time and one-half for all hours worked on the holiday. Because employees currently are entitled to time and one-half for hours worked on a holiday so long as they work their scheduled workweek, it is not necessary to include the time and one-half proposal made by the Union if an employee works on a holiday.

DISCUSSION AND RECOMMENDATION – This fact-finder has determined that there is merit to the Union’s proposal to pay employees who are required to work on a holiday at a rate of one and one-half times their hourly rate for all hours worked in addition to their holiday pay. It is widely recognized that employees who must work on a holiday should be provided with premium pay because they are giving up their personal time in order to work the holiday. Similar time and one-half pay provisions like that proposed by the Union herein are found in many other public sector contracts. Moreover even the Employer seemed to have recognized the need for additional premium pay for employees who must work on a holiday. When two sanitarians were required to work on a holiday last summer, the Employer chose to pay the affected employees time and

one-half their hourly rate in addition to their holiday pay. It should also be noted that the new Holiday Provision would have a minimal cost impact on the Health District.

Generally, only two sanitarians would be required to work on the three holidays involved.

As a result, this fact-finder has determined that the Union's time and one-half proposal for those employees who work on a holiday is reasonable and should be adopted by the parties.

RECOMMENDATION

It is the recommendation of this fact-finder that the Union's proposal pertaining to Holiday Pay be adopted as follows:

HOLIDAY PAY

Employees who are required to work on a paid holiday shall be compensated at one and one-half times their hourly rate for all hours worked in addition to their holiday pay.

CONCLUSION

In conclusion, this fact-finder hereby submits the above referred to recommendations on the outstanding issues presented to him for his consideration. Further, this fact-finder incorporates all Tentative Agreements previously reached by the parties and recommends that they be included in the parties' final Agreement.

FRIDAY 22, 2002



JAMES M. MANCINI, FACT-FINDER

ARTICLE 22

WAGESSection 1.

For employees employed upon execution of this Agreement by the Board of Health, retro-active to August 1, 2001, employees shall receive compensation as if the following schedules had been in place and operation.

Employees who on July 31, 2001, were in Steps 1 and 2 of the former schedule shall be designated at Grade A in their respective classification.

Employees who on July 31, 2001, were in Step 3 of the former schedule shall be designated at Grade B in their respective classification.

Employees who on July 31, 2001, were in Step 4 of the former schedule shall be designated at Grade C in their respective classification.

Any employee who already received an increase shall receive the difference between what they have already received and that which would have been paid had the schedules been in operation beginning August 1, 2001.

EFFECTIVE 8/1/2001

<u>CLASSIFICATION</u>	<u>GRADE</u>		
	<u>A</u>	<u>B</u>	<u>C</u>
Home Health Aide	9.17	9.53	9.90
Clerical Specialist	9.90	10.28	10.69
Associate Health Educator	10.84	11.26	11.71
Clerical Specialist/Translator	10.84	11.26	11.71
Deputy Registrar	10.84	11.26	11.71
CLPN	13.31	13.84	14.39
Diet Associate (WIC)	14.40	14.97	15.56
PHS I	14.40	14.97	15.56
Health Educator	15.14	15.73	16.35
PHN II	16.34	16.98	17.64
PHS II	16.29	16.93	17.59
Registered Dietician	16.19	16.83	17.49
Social Worker II	16.19	16.83	17.49
PHN III	17.48	18.16	18.87
PHS II Specialist	17.33	18.01	18.72
Plumbing Inspector	17.72	18.42	19.15

Effective August 1, 2002, employees will be compensated as set out in the following wage schedule based on classification and grade designation.

EFFECTIVE 8/1/2002

<u>CLASSIFICATION</u>	<u>GRADE</u>		
	<u>A</u>	<u>B</u>	<u>C</u>
Home Health Aide	9.49	9.87	10.25
Clerical Specialist	10.35	10.74	11.16
Associate Health Educator	11.22	11.65	12.12
Clerical Specialist/Translator	11.22	11.65	12.12
Deputy Registrar	11.22	11.65	12.12
CLPN	13.78	14.32	14.89
Diet Associate (WIC)	14.90	15.49	16.10
PHS I	14.90	15.49	16.10
Health Educator	15.77	16.38	17.02
PHN II	17.06	17.72	18.41
PHS II	16.96	17.62	18.31
Registered Dietician	16.75	17.42	18.10
Social Worker II	16.76	17.42	18.10
PHN III	18.24	18.94	19.68
PHS II Specialist	17.93	18.64	19.38
Plumbing Inspector	18.34	19.07	19.82

Effective August 1, 2003, employees will be compensated as set out in the following wage schedule based on classification and grade designation.

EFFECTIVE 8/1/2003

<u>CLASSIFICATION</u>	<u>GRADE</u>		
	<u>A</u>	<u>B</u>	<u>C</u>
Home Health Aide	9.82	10.21	10.61
Clerical Specialist	10.81	11.22	11.65
Associate Health Educator	11.61	12.06	12.54
Clerical Specialist/Translator	11.61	12.06	12.54
Deputy Registrar	11.61	12.06	12.54
CLPN	14.26	14.82	15.41
Diet Associate (WIC)	15.42	16.03	16.66
PHS I	15.42	16.03	16.66
Health Educator	16.42	17.05	17.72
PHN II	17.81	18.49	19.20
PHS II	17.65	18.34	19.05
Registered Dietician	17.34	18.03	18.74
Social Worker II	17.34	18.03	18.74
PHN III	19.03	19.76	20.52
PHS II Specialist	18.56	19.29	20.06
Plumbing Inspector	18.98	19.74	20.51

Section 2.

Open Issue.

Section 3.

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

Employees placed in a classification that is a demotion

shall be compensated at their current grade at the rate of the classification they are placed into.

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

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

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

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

Section 4.

In each year of the Agreement, the Bargaining Unit employee being compensated at a rate higher than the scales established in this article shall receive a two percent (2%) increase annually until such time their rate falls within the established schedules.

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ARTICLE 20

SICK LEAVE

Section 8.

Upon retirement or death, any employee who has completed ten (10) or more years of service shall be eligible to convert to cash ~~twenty five percent (25%) of accrued unused sick leave not to exceed a maximum of thirty (30) days,~~ and eliminates all sick leave credit accrued but unused by the employee at the time payment is made.

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

Length of Continuous Service Credit

Less Than Ten (10) Yrs of Service Credit	-0-
Completed Ten (10) Through Nineteen (19) Yrs of Service Credit	25% of accrued unused sick leave not to exceed a maximum of thirty (30) days.
Completed Twenty (20) Through Twenty-Nine (29) Yrs of Service Credit	25% of accrued unused sick leave not to exceed a maximum of sixty (60) days.
Completed Thirty (30) Through Thirty-Four (34) Yrs of Service Credit	25% of accrued unused sick leave not to exceed a maximum of ninety (90) days.
Completed Thirty-Five (35) Years or More of Service Credit	25% of accrued unused sick leave not to exceed a maximum of one hundred twenty (120) days.

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

ARTICLE 21

BEREAVEMENT LEAVE

Section 1.

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

Section 2.

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

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

Section 3.

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

Section 4.

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

PROPOSALS
from

AFSCME LOCAL 3622

Presented: September 19, 2001
[Replaces July 25, 2001 Submission]

The Union proposes the following changes to the parties' collective bargaining agreement expiring July 31, 2001. All other provisions of or side letters to the current agreement shall be carried over unchanged into the successor agreement. The Union reserves the right to amend these proposals or to supplement them with further proposals.

Art. 1: Agreement 9/19/01 TA TMY Joe

Substitute reference to the Lake County General Health District Employee Association with the American Federation of State, County and Municipal Employees, AFL-CIO and AFSCME Local 3622 (Union).

Art. 2: Recognition 9/19/01 TA TMY Joe

Sec. 1-

Substitute Lake County General Health District Employee Association with the American Federation of State, County and Municipal Employees, AFL-CIO and AFSCME Local 3622.

~~Sec. 2-~~

~~Change "Aids Counselor" to "AIDS Counselor".~~

Art. 4: Management Rights

Delete Sec. 1.J.: AMEND AS FOLLOWS: "To contract out for goods and services, except as otherwise provided in this Agreement."

Art. 5 Dues Deduction

Sec. 2: Delete reference to "written authorization form (attached Appendix B) and replace with "AFSCME Public Sector Authorization/Membership and Checkoff Card".

Sec. 3: In last sentence, delete "Treasurer of the Local Union" and replace with "Comptroller of AFSCME Ohio Council 8".

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ARTICLE 2
RECOGNITION

Section 1. - No Change

Section 2.

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

~~Non-Professional Unit: Clerical Specialist III, Deputy Registrar, Home Health Aide, Plumbing Inspector III, ADP Coordinator, LPN.~~

~~Professional Unit: Aids Counselor, Air Pollution Control Technician, Air Pollution Control Technician I, Air Pollution Control Technician II, Health Aide (Diet Associate), Public Health Nurse II, Public Health Nurse III, Public Health Sanitarian I, Public Health Sanitarian II, Public Health Sanitarian II Specialist, Registered Dietitian, Health Educator, Special Program Development & Marketing, Account Clerk, Traffic Safety Specialist, Social Worker.~~

Non-Professional & Professional Unit: Home Health Aide, Clerical Specialist, Deputy Registrar, Diet Associate, Public Health Sanitarian

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Add
Clerical
Specialist
Translator
Associate
Health
Educator

(PHS) I, Health Educator, Registered Dietician, Social Worker II, PHS II, Public Health-Nurse (PHN) II, PHS II Specialist, PHN III, Plumbing Inspector, Certified LPN.

Section 3.

Excluded from the Bargaining Unit are ~~all other employees serving in a management, supervisory, confidential, seasonal and/or casual, or sub-contracted capacity with the Employer.~~

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

Section 4. - No Change

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ARTICLE 5
DUES DEDUCTION

Section 1. - No Change

Section 2.

Union membership dues of any employee eligible for membership in the Bargaining Unit may be deducted upon receipt by the Health Commissioner of ~~the a~~ written authorization form (~~attached Appendix B~~) signed individually and voluntarily by the employee within thirty (30) days of the signing of this Agreement.

Sections 3, 4, 5, 6, 7 - - No Change

reason of, any action taken by the Employer or any Department of the Employer for the purpose of complying with the provisions of this Article. Disposition of funds remitted to the Union are the sole and exclusive obligation and responsibility of the Union.

Section 7.

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

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ARTICLE 6
Local Union
EMPLOYEE ASSOCIATION ACTIVITY

Section 1.

The ~~Employee Association~~ *Local Union* shall, within thirty (30) days after the execution of this Agreement, provide the Health District with a list of its representatives designated to represent the Bargaining Unit. The ~~Employee Association~~ *Local Union* shall

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promptly advise the Employer of any changes in designated representatives.

Section 2.

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

Section 3.

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

ARTICLE 7

PROBATIONARY PERIOD

Section 1.

All newly hired employees of the Lake County Health District shall serve an initial probation period. Normally, this period is one hundred twenty (120) calendar days. In classifications that are determined to be professional, the probationary period

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ARTICLE 19

HOLIDAYS

Section 2. - New Additional Language

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

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

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

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ARTICLE 30

NO STRIKE -- NO LOCKOUT

Section 1.

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

Section 2.

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

Section 3.

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

ARTICLE 25

JURY DUTY

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Section 1.

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

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

ARTICLE 26

LEAVE OF ABSENCE

Section 1.

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

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

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

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

There shall be no leave granted to permit employees to work elsewhere. An employee who accepts other employment while on a

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leave of absence as stated above, shall be deemed to have resigned as of the date that the leave began.

Section 2. - No Change

Section 3. - No Change

Section 4. - No Change

Section 5. - No Change

Section 6. - MEDICAL LEAVE

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

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

regulations governing such return.

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

A medical examination report or satisfactory written documentation substantiating the cause, nature, and extent of the disabling illness, injury, or condition shall be required prior to the granting of a leave of absence unless the employee is hospitalized at the time of the leave of absence is to begin.

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

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

An employee who fails to apply for reinstatement or is found not to be fit for reinstatement after proper application and examination, shall be ineligible for reinstatement and shall be

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deemed as permanently separated from service as of the date which the employee was given a leave without pay.

Section 7. - MILITARY LEAVE

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

ART. 8 35

limits prescribed, the grievance shall be considered resolved based upon the third step reply.

The Employer and the Union shall agree to request a list of seven (7) impartial arbitrators from FMCS within ten (10) working days of submission of the request for arbitration. The parties shall ~~meet to~~ **arrange to strike names** and select an arbitrator within ten (10) working days of receipt of the list.

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

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

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

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall have no authority to determine

ARTICLE 13

DISCIPLINARY PROCEDURE

Section 1.

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

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

Normally, progressive disciplinary steps will include the following:

- STEP 1. Cautionary Warning
- STEP 2. Written Reprimand
- STEP 3. One (1) to Three (3) Working Day Suspension Based on Severity of Case.
- STEP 4. Suspension Greater Than Three (3) Working Days Based on Severity of Case.
- STEP 5. Discharge

Other additional action such as counseling, rehabilitation program, or

other conditional requirements may be imposed based on the nature of event.

Sections 2, 3. - No Change

10/11/01
TA
TMD

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Section 5.

An employee who is ill and unable to report to work shall so notify the Health Commissioner or his designee within one-half (½) hour prior and one-half (½) hour after their scheduled starting time. Employees scheduled to work outside the normal day, must report the reason for their absence two (2) hours prior to their scheduled starting time, except for unusual circumstances beyond their control.

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

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

Section 6.

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

TA
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TMY

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10/11/01

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TMY

OK

OK

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

Verification of receipt of medical attention will be required when the number of frequencies exceed three (3) unverified occurrences in any given calendar year.

Section 7.

10/11/01
TA
FMS
Sick Leave benefits shall not apply to any employee whose illness or injury occurred while in the employ of another employer **or receiving compensation** subject to the jurisdiction of Workers' Compensation laws or as the result of action within the control of the employee, such as self-inflicted, committing a felony or similar action.

Section 8. - No Change

Section 9. - No Change

who may be a representative of the ~~Association~~. Failure to appear at the pre-discipline hearing absent extenuating circumstances will result in a waiver of the employee's right to a hearing.

Local Union

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TMA*

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10/11/01*

ARTICLE 14

TIME KEEPING AND TARDINESS

Section 1.

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

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

Section 2.

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

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

ARTICLE 18

VACATION

TA
11/8/01
JMS
Joc
11/8/01

~~Sections 1, 2, 3, 4 - No Change~~

Section 5.

Vacation requests shall be made from January 1st to March 31st for periods beginning May 1st to the following April 30th. ~~A transitional year where employees are permitted to schedule for time off in April of the following year will occur. In the first year that employees schedule for vacation time off for the period beginning May 1st and ending April 30th, employees will be permitted to also schedule time off beginning April 1st. Employees may submit a request to schedule accrued vacation at this time.~~ Such schedule approval shall be based on seniority, staffing requirements and done in a manner as to maintain the greatest efficiency of the Agency.

Any additional accrued vacation may be carried forward not to exceed six (6) weeks **maximum accrual at any given time. Vacation carried forward shall be** scheduled on a first come, first served basis by Department **within the Health District**, upon approval, based on staffing and efficiency requirements. Such requests will be submitted five (5) working days in advance for consideration and approval, which may be waived by the Health Commissioner or designee in extenuating circumstances.

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

Section 6. - No Change

ARTICLE 31

GENERAL PROVISIONS

Sections 1, 2, 3, 4, 5 - No Change

Delete Sections 6 and 7

T.A.
11/8/05


- STEP 1. Cautionary Warning
- STEP 2. Written Reprimand
- STEP 3. One (1) to Three (3) Working Day Suspension Based on Severity of Case.
- STEP 4. Suspension Greater Than Three (3) Working Days Based on Severity of Case.
- STEP 5. Discharge

TA
11/8/01
TMD
JOC

Section 2.

Excessive tardiness and absenteeism constitutes just cause for discipline up to and including discharge and it is the intent of the Employer to take corrective action.

Section 3.

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

A letter of rebuttal for any cautionary warning, written reprimand or suspension of ~~three (3)~~ ^{one (1)} days or less may be placed in the employee's personnel file, which may be reviewed, if led to a suspension greater than ~~three (3)~~ ^{one (1)} days or discharge.

TMD
JOC

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

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TAMJ
JCC

Section 4.

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

1. Any cautionary or written reprimand shall cease to have effect **for purposes of progressive discipline** after one (1) year from the effective date of the reprimand, providing there is no intervening disciplinary action during the one (1) year period.
2. Any suspension **of three (3) days or less** shall cease to have effect **for purposes of progressive discipline** after ~~two~~ ^{two (2)} ~~three (3)~~ years from the effective date of the suspension, providing there is no intervening disciplinary action during the three (3) year period.
3. Any suspension greater than three (3) days shall cease to have effect **for purposes of progressive discipline** after ~~five (5)~~ ^{Three (3)} years from the effective date of the suspension, providing there is no intervening disciplinary action during the ~~five (5)~~ ^{Three (3)} year period.

~~two~~

TAMJ
JCC

Sections 5, 6. - No Change

~~Section 3~~

~~1 day or less~~

~~no more than 1 day~~

APPENDIX A

Delete classifications pursuant to Article 31 - Section 7.

Add
Clerical Specialist/Translator
Associate Health Educator
Certified LPN

T.A.

11/8/01

A handwritten signature in cursive script, appearing to read "Joe" or "John", with a horizontal line underneath.

ARTICLE 31

GENERAL PROVISIONS

Sections 1, 2, 3, 4, 5 - No Change

Delete Sections 6 and 7

Add

Clerical Specialist/Translator
Associate Health Educator
Certified LPN

T.A.

11/8/01


T.A.