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STATE EMPLOYMENT  
RELATIONS BOARD

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# AGREEMENT

*Between*

**The  
Ohio Nurses Association**

*and the*

**Board of Health  
of the Summit County, Ohio  
General Health District**

SEPTEMBER 4, 2011

through

SEPTEMBER 3, 2014

44

## TABLE OF CONTENTS

Page		
	<b>Article 1: Preamble</b> .....	1
	1.1 Bargaining Agent - ONA	
	1.2 Agreement Recognition	
	1.3 Female/Male Pronoun	
	1.4 Section Descriptors	
	1.5 <u>Use of "Nursing Division"</u>	
	<b>Article 2: Management Rights</b> .....	2
	2.1 State and Federal Law	
	2.2 Rights of Management	
	2.3 Work Performance	
	2.4 Policies and Procedures	
	<b>Article 3: Professional Practice</b> .....	3
	3.1 ANA Code	
	3.2 Evaluations	
	3.3 Personnel File Review	
	3.4 Personnel File Contents	
	3.5 Malpractice Insurance	
	3.6 Labor-Management Committee	
	3.7 Nursing Practice Supervision	
	3.8 Nurse Practice Committee	
	3.9 <u>Communication</u>	
	<b>Article 4: ONA Membership</b> .....	5
	4.1 ONA Membership	
	4.2 Fair Share Fee	
	4.3 Notification of Failure to Pay	
	4.4 Dues Deduction	
	4.5 Nurse Status Change	
	4.6 Seniority List	
	4.7 Hold Harmless	
	<b>Article 5: ONA Activities</b> .....	7
	5.1 Negotiations	
	5.2 ONA Representative Visits	
	5.3 Investigation of Grievances	
	5.4 ONA Activity Limits	
	5.5 Professional Activity Attendance	
	5.6 ONA Bulletin Board	
	5.7 Contract Printing	
	5.8 New Employee ONA Orientation	
	5.9 Delegation	

<b>Article 6:</b>	<b>Seniority</b> .....	8
6.1	PHN Qualifications	
6.2	Seniority Definition	
6.3	Termination of Seniority	
6.4	Rehire Seniority	
6.5	Bumping Rights	
6.6	Layoffs	
6.7	Layoff Notice	
6.8	Temporary Employee	
6.9	Additional Available Hours	
<b>Article 7:</b>	<b><u>Jobs and Assignments</u></b> .....	10
7.1	Posting	
7.2	<u>Jobs</u>	
7.3	Assignments	
7.4	Factors in Awarding Positions and Making Assignments	
7.5	Remaining in New Position	
7.6	Services with Contracting Agencies	
<b>Article 8:</b>	<b>Grievance Procedure</b> .....	12
8.1	Grievance Definition	
8.2	Grievance Procedure/Steps	
8.3	Time Limitation Extension	
8.4	Group Grievance	
<b>Article 9:</b>	<b>No Strike</b> .....	14
9.1	Strike Definition	
9.2	Cease and Desist	
9.3	Strike Violation	
<b>Article 10:</b>	<b>Non-Discrimination</b> .....	15
<b>Article 11:</b>	<b>Discipline</b> .....	15
11.1	Discipline Notification	
11.2	Preliminary Hearing	
11.3	ONA Representation	
11.4	Grievance for Discipline	
11.5	<u>Removal of Disciplinary Action</u>	
<b>Article 12:</b>	<b>Termination of Employment</b> .....	16
<b>Article 13:</b>	<b>Probationary Period</b> .....	16
13.1	New Hire	
13.2	Rights of New Hire	
13.3	Probation Rights	
13.4	Orientation of New Hire	
<b>Article 14:</b>	<b>Hours of Work and Overtime</b> .....	17
14.1	Work Days and Hours	
14.2	Work Schedules	
14.3	Short Term Coverage	

14.4	Breaks	
14.5	Lunch	
14.6	Overtime	
14.7	Reporting Off Work	
14.8	Use of Vacation and Sick Leave	
14.9	Attendance Records	
14.10	Meeting Attendance	
<b>Article 15:</b>	<b>Wages</b> .....	19
15.1	October 2011 Schedule	
15.2	Me Too Clause	
15.3	Experienced Applicant Step Rate	
15.4	No Cut in Pay	
15.5	Longevity (Step) Increase Date	
15.6	Hourly Rate/Actual Hours Worked	
15.7	Full-time School Nurse, Wages and Sick Time Use	
15.8	Pay for Actual Work Hours	
15.9	Two Hour Work Minimum	
15.10	Certification/Education Differential	
15.11	Untitled	
<b>Article 16:</b>	<b>Insurance</b> .....	21
16.1	Full-time Coverage Medical Insurance	
16.2	Decline Coverage Medical Insurance	
16.3	Life Insurance	
16.4	COBRA Benefits	
<b>Article 17:</b>	<b>Holidays</b> .....	22
17.1	Holiday List	
17.2	Weekend Holiday Occurrence	
17.3	Payment for Holiday Work	
17.4	Eligibility for Holiday Pay	
<b>Article 18:</b>	<b>Vacation</b> .....	23
18.1	Vacation Service Schedule	
18.2	Computing Vacation Full-time Employee	
18.3	Computing Vacation Part-time Employee	
18.4	Active Pay Status	
18.5	Approval by Administration	
18.6	Maximum Vacation Carryover	
18.7	Separation	
18.8	Death of Nurse	
18.9	Unused Vacation	
18.10	Annual Vacation Request Schedule	
<b>Article 19:</b>	<b>Sick and Personal Leave</b> .....	25
19.1	Earning Rate	
19.2	Active Pay Status Credit	
19.3	Allowable Uses	
19.4	Use of Leave	
19.5	Falsification/Failure to Comply	
19.6	Care of Family	

19.7	Death of Immediate Family	
19.8	Transfer of Service	
19.9	Personal Days	
19.10	Seniority/Job Classification	
19.11	Retirement	
19.12	Vacation/Bereavement Days	
<b>Article 20:</b>	<b>Leave Without Pay</b>	26
20.1	Duration of Leave	
20.2	Authorization	
20.3	No Credit	
20.4	Return to Work	
20.5	Inappropriate Use of Leave	
20.6	Unpaid Leave Less Than Two Weeks	
20.7	Leave More Than Two Weeks	
20.8	Military	
20.9	Family and Medical Leave (FMLA)	
<b>Article 21:</b>	<b>Continuing Education</b>	27
21.1	CNE	
21.2	Staff Development Committee	
21.3	Annual CPR Training	
21.4	Request to Attend Programs	
21.5	Record Maintenance	
21.6	Tuition Reimbursement	
21.7	Changes in Nursing Practice	
<b>Article 22:</b>	<b>Vehicle Policy</b>	29
22.1	Vehicle Requirements	
22.2	Mileage Reimbursement	
22.3	Work-Related Travel Reimbursement	
<b>Article 23:</b>	<b>Requirements of Outside Contracts</b>	29
<b>Article 24:</b>	<b>Effect of Funding Decrease</b>	30
<b>Article 25:</b>	<b>Miscellaneous</b>	30
25.1	Payroll Deduction	
25.2	Building Use	
25.3	County Program Investment	
25.4	Law Changes for School Nurse Certification	
25.5	Work Refusal	
25.6	Outside Employment	
25.7	Jury Duty	
25.8	Information Request	
25.9	Full-time Employee Definition	
25.10	Proof of Licensure	
25.11	ADA	
25.12	OSHA Laws	

<b>Article 26: Conflict of Laws</b> .....	32
<b>Article 27: Possible Future Conditions</b> .....	32
<b>Article 28: Duration</b> .....	33
<b>APPENDIX A - ANA Code of Ethics for Nurses</b> .....	34
<b>APPENDIX B – Examples of Position and Assignments</b> .....	35
B7.1 Job Posting Guidelines	
B7.2 Examples of Positions	
B7.3 Examples of Assignments	
<b>APPENDIX C - Memorandum of Understanding – Program Manager</b> .....	37
<b>Exhibit A - Grievance Form</b> .....	38

## ARTICLE 1

### Preamble

This Agreement is entered into as of the 4th day of September 2011, between the Board of Health of the Summit County General Health District, hereinafter referred to as the "Board," and the Ohio Nurses Association, hereinafter referred to as the "ONA."

The general purpose of this Agreement is to promote the mutual interests of the Board and its nonsupervisory full-time and part-time registered nurse employees, by providing a means by which the Board and the nurses will follow reasonable personnel policies; maintain good employer-employee relationships; maintain fair procedures for the resolution of differences which may arise; provide for salary schedules based on the principle of "a fair day's work for a fair day's pay;" provide for hours of work and other conditions of employment, subject to all applicable laws and regulations, including the Board's regulations; provide a mechanism for discussion of matters of mutual interest; and maintain harmonious relationships.

1.1 Bargaining Agent - ONA The ONA is hereby recognized by the Board as the exclusive representative and collective bargaining agent for the nonsupervisory full-time and part-time registered nurse employees of the Board, excluding any nurses employed in the positions of Nurse Practitioner (primarily functioning as a Nurse Practitioner) or Licensed Practical Nurse.

1.2 Agreement Recognition This Agreement supersedes all prior agreements, whether written or oral, which may have existed between the Board and the nurses in the collective bargaining unit and shall be considered a complete and full statement of the relationship between the Board and the ONA, except to the extent the Board's written policies and procedures are unchanged by this Agreement and remain in full force and effect. No amendment, qualification, change, interpretation, or alteration of this Agreement shall be binding or effective on any party unless it is in writing, dated, and signed by the official representatives of the parties to this Agreement. The provisions of this Agreement shall be applied in conformity with Federal and State laws, but the voidance of any clause of this Agreement because of its illegality shall not effect the balance of this Agreement which shall remain in full force and effect.

1.3 Female/Male Pronoun The female pronoun or adjective where used herein refers to the male also, unless otherwise indicated.

1.4 Section Descriptors The use of section descriptors is intended to allow for greater ease of use for the contract; such use does not change or modify contract terms or interpretation.

1.5 Use of "Nursing Division" "Nursing Division" as used herein refers to nurses within the bargaining unit, unless otherwise specified.

**ARTICLE 2**  
**Management Rights**

2.1 State and Federal Law Subject to the express terms of this Agreement, the Board retains all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the laws and the Constitution of the State of Ohio and the United States, including but not limited to the rights identified in Ohio Revised Code Section 4117.08(C), which is specifically incorporated herein by reference.

2.2 Rights of Management The rights of management which are not abridged by this Agreement shall include, but are not limited to the following rights:

- A. To establish or continue policies, practices, and procedures for the conduct of the Board's operations, and from time to time, change or abolish such policies, practices, or procedures.
- B. To determine and, from time to time, to redetermine the methods, processes, and materials to be employed.
- C. To discontinue processes or operations of the Board.
- D. To determine the number of hours per day or per week that operations shall be carried on.
- E. To establish hours of shifts, and set the hours of work for the number of nurses for such shifts, and from time to time, to change the shifts and the hours and nurses thereof in accordance with the terms of this Agreement.
- F. To determine and to select the equipment and supplies to be used in the Board's operations and, from time to time, to change or discontinue the use of any equipment and supplies or to select new equipment and supplies for its operations, including equipment and supplies for new operations.
- G. To select and determine the number and type of nurses required.
- H. To assign work to such nurses in accordance with the requirements reasonably determined by management.
- I. To establish and change work schedules and assignments.
- J. To transfer nurses, or to layoff, or otherwise relieve nurses from duty for lack of work or other legitimate reasons.
- K. To make and enforce safety rules governing the conduct of nurses.
- L. To suspend, discharge, or otherwise discipline nurses for just cause and otherwise take such measures as management may determine to be necessary for orderly, efficient, and cost effective operations.

- M. To require all nurses to perform all tasks assigned to them by the Board's representatives relating to their employment.
- N. To subcontract work, provided no nurse will be displaced or reduced in hours as a consequence.

2.3 Work Performance The Board shall have the right to conduct job studies and to evaluate the work performance of the nurses covered by this Agreement. The Board also shall have the right to transfer or discharge nurses for inefficiency, incompetency, or inability to perform the work assigned to them, in accordance with the terms of this Agreement, which actions shall be grievable.

2.4 Policies and Procedures The ONA recognizes that the Board may promulgate reasonable policies, procedures, directives, and work rules. However, before implementing any new policies, procedures, directives, or work rules, the Board shall reduce same to writing and provide a copy to the ONA and the local unit chairperson at least ten (10) working days prior to the implementation, except in the event of an emergency.

Employee policies, procedures, directives and work rules that are general in nature will be provided as a hard copy to ONA and to the local unit chairpersons. Program specific or nursing practice/procedure related policies will be provided as a hard copy to the local unit chairpersons only. It is not the intent of the parties to require every oral directive given by a supervisor to an employee to be reduced to writing and shared with the local unit co-chairs.

All policies, procedures, directives and work rules will be clearly designated with the effective date, as well as the dates of any revisions/changes.

### **ARTICLE 3** **Professional Practice**

3.1 ANA Code The parties hereto agree that the nurses shall abide by the American Nurses Association Code for Nurses, as appears in Appendix A.

3.2 Evaluations There will be an evaluation of each nurse completed every twelve (12) months or less. An evaluation will usually be performed at the end of a nurse's probationary period and annually in the time period between thirty (30) days prior to and thirty (30) days after the nurse's anniversary date. Other evaluation dates (e.g., the end of the school year) may be substituted for the anniversary date by mutual agreement. If a nurse is not at work during such evaluation period, such evaluation will be performed as soon as possible after the nurse returns to work. Signing the evaluation at the time it is given does not mean the nurse agrees with the evaluation or waives her rights. Signing the evaluation means only that the nurse has seen and discussed it with her supervisor. The nurse will be given a copy of the evaluation after the evaluation has been fully completed and signed by all required individuals. In addition to the above, the nurse may also submit a self-evaluation concerning her performance and/or a

written rebuttal to be placed with the evaluation. The self-evaluation and/or rebuttal must be submitted within fifteen (15) working days of receiving the evaluation. All evaluations, including any rebuttal, will be permanently retained in the nurse's personnel file. Rebuttals, if any, shall not alter or affect in any way the evaluation. Evaluations are not subject to the grievance procedure.

3.3 Personnel File Review At the nurse's request, she may review her personnel file at the most convenient time available, but not later than by the next business day after the request. The review will occur during regular working hours. The nurse may copy any document contained in her file.

3.4 Personnel File Contents No adverse client letters, or informal supervisory comments which are neither disciplinary nor contained in instruments of evaluation shall be placed in the nurse's personnel file.

3.5 Malpractice Insurance The Board recognizes the importance of personal malpractice liability coverage. Every professional and non-professional staff member who provides direct care is encouraged to purchase such coverage. The Board will reimburse those individuals for the cost of coverage up to the minimum available coverage from a mutually agreed professional malpractice liability carrier. The Board will only pay for basic nursing malpractice insurance coverage. If a nurse wishes to obtain additional malpractice insurance, or coverage specifically covering the nurse for advanced practice and/or writing prescriptions, any additional cost for such malpractice insurance shall be paid by the nurse, unless the Board requires the nurse to function as an Advanced Practice Nurse (APN) and/or to write prescriptions as a part of her duties with the Board. Nurses purchasing personal malpractice liability coverage should submit a copy of the receipt and the declarations page for reimbursement. Reimbursement of malpractice insurance premiums is considered taxable income.

3.6 Labor Management Committee The parties have formed a joint Labor-Management Committee. The Committee will consist of the Health Commissioner or his designee, at least the Directors of Clinical and Community Health Divisions, or their designees up to three (3) nurses selected by ONA, and as needed or requested, Directors of other Divisions in which a nurse works. "Nurses selected by ONA" means any and all public health nurses who attend the Committee meetings. The Committee will establish regular quarterly meetings, and a majority of the Committee may schedule additional meetings if appropriate. If the nurses on the Committee wish to have an ONA staff person attend a particular Committee meeting, they must provide advance notice to their Direct Supervisor. The purpose of the Committee is to foster improved communication and to promote a climate of professionalism and constructive employee-employer relations. The Committee will function in an advisory capacity, and may consider any issues relating to the employment relationship including training, staffing, health and safety, nursing practice, and any other issues of mutual concern.

3.7 Nursing Practice Supervision Supervision for nursing practice will be provided by registered nurses within administration. Supervision of non-nursing practice (i.e., community/public health areas and/or general job performance) can be provided by program supervisors, assistant directors or directors responsible for those programs.

3.8 Nurse Practice Committee The parties have formed a joint Nurse Practice Committee. The Committee will consist of up to three (3) supervisors (rotating according to topics to be addressed) and up to three (3) bargaining unit nurses selected by ONA (rotating according to topics to be addressed). “Nurses selected by ONA” means any and all public health nurses who attend the Committee meetings. One (1) supervisor and one (1) nurse will be standing members of the committee to assure continuity. The committee will establish a regular meeting schedule, based on the needs of the constituents. The Committee will meet at least quarterly, but the meeting may be cancelled upon agreement of the standing members of the Committee. The committee will also establish operating principles including ground rules and meeting time limits, and will prepare and distribute an agenda prior to the meeting. The Committee will function in an advisory capacity. The purpose of the Committee is to review concerns related to nursing practice which may include, but are not limited to ethics, evidenced-based practice, research and its impact on policy and procedures, standards of care, clinical practice, licensure, and cross training.

3.9 Communication: The parties recognize the importance of regular communication within divisions and throughout the Health District

The Board shall ensure divisional meetings will occur as needed. Minutes from each meeting shall be recorded and made available to the applicable staff in a specified location.

The Board will provide monthly newsletters to the Clinical Division and Community Division. Division Directors and/or Supervisors will solicit input for content from the nurses within the Division.

#### **ARTICLE 4**

#### **ONA Membership**

4.1 ONA Membership All nurses presently employed who are members of ONA in good standing at the end of thirty (30) days after the date this Agreement is properly signed and ratified, or who become members of ONA after that date, shall, as a condition of employment, maintain their membership in ONA until thirty (30) days prior to the expiration of this Agreement. Prior to the expiration of either thirty (30) day period, any nurse shall have the right to resign from ONA by giving ONA written notice.

4.2 Fair Share Fee Effective upon ratification of this Agreement, nurses who, for philosophical reasons, do not desire to become members of the Ohio Nurses Association shall pay a fair share fee to ONA as a condition of employment.

All nurses hired after contract ratification who do not become members in good standing of ONA shall pay a fair share fee to ONA effective sixty (60) days from date of hire as a condition of employment.

The fair share fee amount shall be certified in writing to the Board by the Ohio Nurses Association.

The deduction of the fair share fee from any earnings of the nurse shall be automatic and does not require a written authorization for payroll deduction. Payment to ONA of fair share fees shall be made in accordance with regular dues deductions as provided herein.

Those nurses who have religious objections to union membership or to paying a fee as described above and who meet certain criteria may pay an equivalent sum instead to an agreed upon non-religious charitable fund.

4.3 Notification of Failure to Pay ONA shall notify the Board in writing of any nurse who has failed to pay membership dues or fair share fees in accordance with this Agreement, and shall demand that the nurse pay fair share fee within ten (10) days of the notification.

4.4 Dues Deduction The Board will deduct ONA dues and local unit dues from the pay of each nurse who is an ONA member upon receiving a dues-deduction authorization in writing.

4.5 Nurse Status Change The Board will provide ONA and the local co-chairs with a monthly listing of all nurses who have been promoted, terminated, hired, retired, laid off, or placed on long-term leave of absence.

4.6 Seniority List In September of each year and at either local co-chair's request, the Board will furnish ONA and the requesting local co-chair with a seniority list of all nurses. The seniority list will also be posted on September 15 of each year and when personnel changes occur. Nurses will be able to file a grievance noting any exceptions to such list for a period of thirty (30) days after such posting.

4.7 Hold Harmless ONA shall indemnify and save the Board harmless against any liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of this Article. In the event that the Board is responsible for the repayment of monies paid to ONA pursuant to this Agreement, the ONA shall reimburse the same to the Board and/or the designated employees involved, to the extent of the funds actually received by ONA as dues or fair-share deductions.

**ARTICLE 5**  
**ONA Activities**

5.1 Negotiations Four members of the local ONA unit, and ONA staff person(s) and/or representative(s) shall have the right to be present at negotiation proceedings for purposes of collective bargaining between the Board and ONA. The parties agree that up to approximately fifty percent (50%) of the meetings will be held in the late afternoon/evening hours. The four (4) nurses involved in negotiations shall be given up to twenty-eight (28) hours of paid time to attend negotiation meetings to the extent such meetings occur during normal working hours. Factfinder and conciliation days will be fully paid days, outside the twenty-eight (28), to a maximum of an additional seven (7) hours. Nurses involved in negotiations shall not be paid for negotiations sessions which occur after working hours.

5.2 ONA Representative Visits An authorized representative of ONA shall have the right to visit the premises during working hours for valid purposes relating to this Agreement, including the processing of grievances and meeting with management representatives in matters relating to this Agreement, provided sufficient advance notice of any such visits shall be required. Such representative shall abide by all reasonable regulations of the Board while on the Board's premises. No such visits shall be made to nurses working at locations which are not in the Board's control unless specific prior permission is obtained both from the Board and the entity in control of the premises where the visit is to be made.

5.3 Investigation of Grievances The local unit co-chairs or designee shall be permitted reasonable time to investigate and process grievances, to confer with nurses, and to conduct other necessary business during working hours. When carrying out any of these activities during working hours, the local co-chairs and/or designee shall first obtain supervisory permission; such permission shall not be unreasonably denied or withheld. In no event shall the total time spent on the foregoing activities during working hours by the local unit co-chairs, designee, or any nurse, exceed an aggregate of twenty (20) hours per month. The local unit co-chairs, designee, and any nurse engaged in such activities must report to the Board all work time actually spent engaging in such activities. The local unit co-chairs, designee and any nurse may not leave their designated work location to engage in such activities, unless such persons engage in a previously approved meeting prior to a scheduled grievance or other meeting with management.

5.4 ONA Activity Limits No nurse shall engage in any ONA activity during working hours, other than those activities set forth in Sections 1 and 3 of this Article, Article 3 Section 7, Labor Management Committee and Article 3 Section 9, Nurse Practice Committee.

5.5 Professional Activity Attendance The Board recognizes that nurses need to be active in their state and national professional activities. The Board will grant personal days, vacation days, or leave without pay by the nurse's request, when feasible, to permit nurses to attend state and national meetings.

5.6 ONA Bulletin Board ONA will be provided with a bulletin board at each main campus location (for example Stow, Akron and Barberton) located where easily accessible for the nurses at that site. The bulletin board shall be for the posting of ONA related communications. ONA will be responsible for maintaining information on the bulletin boards.

5.7 Contract Printing The ONA and the Board will share equally in the cost of printing this Agreement.

5.8 New Employee The Board will provide a thirty (30) minute period of paid time during each nurse's orientation for the ONA co-chairs or designee to meet the orientee to discuss the local unit nurse's contractual rights and obligations as well as the purpose of the local unit nurse's professional association.

5.9 Delegation ONA bargaining unit nurses who delegate nursing job duties and responsibilities will not be deemed as supervisors based solely upon such delegation.

## **ARTICLE 6**

### **Seniority**

6.1 PHN Qualifications ONA recognizes that the Board's preferred qualifications for a public health nurse include a baccalaureate degree in nursing and a minimum of one (1) year's experience in nursing. However, nurses hired prior to this Agreement will not be penalized in the vacancy or layoff procedure.

6.2 Seniority Definition For purposes of this Agreement, seniority refers to the amount of time a nurse has been employed by the Board as provided in this Agreement. A nurse's seniority date is the most recent date she began her employment with the Board. Job bidding procedures will not differentiate between full- and part-time employees. Under this Agreement, if there is equal seniority by date of hire, then the person whose birthday falls earlier in the year will be deemed to be senior.

The Memorandum of Understanding of November 23, 2010 regarding the union of the Akron and Barberton Health Districts with The Summit County Health District shall remain in effect.

6.3 Termination of Seniority Any of the following shall cause an employee's seniority to be broken and terminated:

- A. Resigns or retires;
- B. Is terminated for just cause;
- C. Fails to return to work after being recalled from layoff within five (5) working days after receiving notice to report by certified mail unless reasonable cause is shown;
- D. remaining on layoff continuously for two (2) years; and
- E. remaining on sick leave or leave of absence continuously for three (3) years.

6.4 Rehire Seniority A nurse who is rehired within twelve (12) months will assume her previous last date of hire, adjusted by subtracting the time not employed. If a nurse resigns her bargaining unit position but remains a Board employee and the nurse is subsequently returned to a bargaining unit position by the Board within twelve (12) months of the date she resigned from the bargaining unit, she will assume her previous last date of hire adjusted by subtracting the time not employed in a bargaining unit position. The rehire or return decision is at the Board's discretion and is not grievable.

6.5 Bumping Rights If the Board must eliminate a nursing position, the nurse holding that position may choose to bump the least senior nurse. If that nurse does not elect to exercise bumping rights, she shall be laid off. That nurse has bumping rights only against the least senior full-time or part-time position, depending upon whether she was full-time or part-time, in the bargaining unit. For example, a full-time nurse may bump either another full-time or part-time nurse with less seniority, but a part-time nurse may only bump another part-time nurse with less seniority.

Any nurse who exercises bumping rights under the foregoing provision will receive an orientation period of up to one hundred twenty (120) calendar days, starting from the date they assume the new position. If the nurse is not successfully performing in the position during such period, the nurse can elect to be laid off, and the nurse who previously held the position will be recalled.

6.6 Layoffs If the Board determines to reduce the nursing staff, the Board will first seek volunteers for layoff. If sufficient volunteers are not secured, layoffs will begin with temporary employees, followed by probationary employees and continue in inverse order of seniority. Recalls from layoff shall be by seniority to either a full-time or part-time position which the nurse held prior to layoff. There shall be no new hires unless the positions have first been offered to those nurses on layoff.

6.7 Layoff Notice The Board will give ONA four (4) weeks notice when possible prior to any layoff, but not less than fourteen (14) days. Nurses will be notified four (4) weeks in advance when possible to actually being laid off, but not less than fourteen (14) days.

6.8 Temporary Employee For purposes of this Agreement, a "temporary" employee is a nurse employed by the Health Department on a temporary basis to supplement but not replace bargaining unit nurses. An "agency" nurse is a nurse from an outside agency which is subcontracted by the Health Department to supplement but not to replace nurses employed by the Health Department. As used in this Agreement, a "temporary nurse" is a person filling a job for which there is a recognized incumbent on leave and/or who works in a single position not more than sixty (60) days per calendar year, provided that a temporary nurse may work more than sixty (60) days per year without being considered subject to this Agreement if that temporary nurse is filling in for a bargaining unit nurse who is on a leave of absence which extends beyond sixty (60) days.

6.9 Additional Available Hours Prior to utilizing "temporary" or "agency" nurses, the Board will first offer such additional available hours to part-time nurses so long as overtime is not used.

## ARTICLE 7 Jobs and Assignments

7.1 Posting In establishing a posting process, the parties mutually agree to an equitable process that is consistent and clearly communicated, open and available to all and that recognizes seniority and individual skill and qualifications. As an employer, the Board recognizes the need to attract and develop a diverse and skilled workforce while acting in compliance with the requirements of the Equal Employment Opportunity Commission (EEOC) and other state and federal laws. (See Appendix B7.1 Job Posting Guidelines.)

7.2 Jobs A job at SCHD may be full-time, part-time, intermittent or temporary. (See Appendix B7.2 Examples of Positions.) Postings are used when Board finances and workload are such as to support the need for an additional employee to fill a job. Openings or vacancies in jobs may be the result of resignation, retirement, layoff outside of the bargaining unit, discharge, additional or new program funding and/or new or expanded contracts.

Factors that determine whether a job is created or replaced include available program, divisional and organization funding, division workload and anticipated organizational changes. The addition of responsibilities or the loss of an employee due to resignation or retirement does not guarantee that a job will be posted; job duties may be reassigned (i.e., added deleted or reshuffled) among existing staff members. Final decisions as to posting or assignment change are at the discretion of administration.

To provide consistency and timely notification of job postings, each nurse will receive a copy via mail. Copies of the posting will be placed on ONA bulletin boards by ONA. Job postings shall be posted in compliance with the guidelines in Appendix B7.1

7.3 Assignments. Assignments are comprised of job responsibilities. (See Appendix B7.3 Examples of Assignments.) These can encompass one or more programs and one or more settings. For example, a nurse may work in a school setting, a clinic setting and a community outreach setting. Assignments are ever-changing based upon funding, contracts, grants, program needs, and the like. Assignments do not require the hiring of additional staff.

An assignment change may occur at the direction of administration or as a result of an employee request. Nurses are encouraged to speak with their supervisors about their interests in practice and professional growth. When a known interest exists, it may not be possible to fulfill the nurse's request immediately; however, it will be considered as future assignment opportunities arise.

The Board will provide as much advance notice as possible as new or changed opportunities for assignments become available. Such communication can be in the form of newsletter, e-mail, standard mail, and/or bulletin board posting. Nurses who wish to receive notification of assignment opportunities via mail should complete a request form and submit it to their supervisor.

7.4 Factors in Awarding Jobs and Making Assignments. The award will be based on the qualifications, skills, experience, ability and education. If the factors are substantially equal, seniority shall control. All candidates must be informed in writing of the result within ten (10) working days of the award.

7.5 Remaining in New Job There is an expectation that a nurse who is awarded a new job will remain in that job for one (1) year before being eligible to bid on any new job. Exceptions to the one (1) year restriction may be granted by mutual agreement of the nurse, the Board and ONA. This restriction shall not apply to bumping rights during lay-off or job reduction. If an incumbent nurse successfully bids on the posting vacancy, the vacancy in the job she leaves will be posted, but any further vacancies created through the use of the bidding procedure will not be subject to such procedure and instead will be filled in any manner deemed appropriate by the Board.

7.6 Services with Contracting Agencies. If a job responsibility provided under contract for the provision of nursing services is increased, the nurse currently in that assignment will be offered those hours. If the nurse accepts the increase in hours, her remaining job responsibilities may be reassigned or a new job may be created. If the nurse declines the increase in hours, the additional hours may be covered via job share arrangement, changes in assignments and/or the creation of a new job. Final decisions as to posting or assignment change are the responsibility of administration.

If a new entity requests a contract and insufficient staff is available to meet the needs of the proposed contract hours and job responsibilities, the additional hours will be posted as a new job. If the entity requests a specific person not currently employed by the Board of Health, the Board agrees that internal applicants shall be preferred over external applicants, but the Board reserves the right to appoint the best qualified applicant.

## **ARTICLE 8**

### **Grievance Procedure**

8.1 Grievance Definition A grievance is defined for the purposes of this provision as a dispute or difference between the Board and ONA, or between the Board and a nurse covered by this Agreement, concerning the interpretation and/or application of, or compliance with, any provision of this Agreement, the reasonableness of any new policy, rule or regulation implemented by the Board, or concerning any disciplinary action, but only to the extent permitted hereinafter.

8.2 Grievance Procedure/Steps When any such grievance arises, the following procedure shall be observed:

Step 1. Any nurse or nurses having a grievance may present their grievances in writing to their immediate supervisor and SCHD legal counsel, or designee within ten (10) working days after they have acquired or should have acquired knowledge of the facts which constitute the basis of the grievance. Grievances should be presented on the grievance form attached hereto and marked as Exhibit A. The supervisor, or designee, shall give a written response to the grievant(s) within ten (10) working days from the date the grievance is presented.

Step 2. A grievance which is not resolved at Step 1 may be submitted in writing to the Division Director or her designee and SCHD legal counsel or designee within ten (10) working days after receiving the Step 1 response by the immediate supervisor or her designee.

The grievant(s), a local unit representative, the immediate supervisor and Division Director shall meet within ten (10) working days after the receipt of the grievance at Step 2.

The Division Director, or designee, shall give a written response within ten (10) working days from the date of the meeting.

Step 3. A grievance which is not resolved at Step 2 may be submitted in writing to the Health Commissioner or designee and SCHD legal counsel or designee within ten (10) working days of receiving the Step 2 response.

The grievant(s), a local unit representative, representative(s) of ONA, the immediate supervisor, Division Director and Health Commissioner shall meet within ten (10) working days after receipt of the grievance at Step 3.

The Health Commissioner shall give a written response to the grievant(s), the local unit representative and the ONA representative(s) within ten (10) working days from the date of that meeting.

Step 4. In the event agreement has not been reached with the Health Commissioner in ten (10) working days, the grievance may be submitted to an arbitrator for final and binding determination filed upon the request of the ONA, or the Board, within ten (10) working days after the receipt of the Health Commissioner's written response. The parties shall utilize the Federal Mediation and Conciliation Service for the selection of the arbitrator and for the controlling rules with respect to the arbitration. A request for an arbitration panel must be submitted to the Federal Mediation and Conciliation Service within thirty (30) days of the date of the demand for arbitration submitted to the other party. The cost of any transcript of the proceedings, if one is to be taken, shall be borne by the party requesting same. An arbitrator shall be selected by the "odd person remaining procedure" from a panel of potential arbitrators. The decision of the arbitrator shall be final and binding on the Board, ONA, and the nurse in matters pertaining to the particular grievance, subject to judicial review of the arbitration decision pursuant to Chapter 2711 of the Ohio Revised Code. The arbitrator will render his/her decision in writing to the Board and ONA at its Columbus office within thirty (30) days after the close of hearing. The arbitrator shall make no award affecting a change, modification, subtraction, or addition to this Agreement, and shall confine himself/herself strictly to the facts submitted in the hearing, the evidence before him/her and the terms of this Agreement. The arbitrator shall not consider

any past practices of the Board which occurred prior to February 27, 1992. The arbitrator shall not render a decision which conflicts with any applicable Board or governmental regulations. Each party shall bear the costs of presenting its case and the expenses of the arbitration shall be borne equally.

8.3 Time Limitation Extension All time limitations within this procedure may be extended by mutual agreement of the Board and ONA, which will not be unreasonably withheld. The timely request of an extension will have the effect of tolling the timeframes outlined in this Article until a response to the request for extension is received. "Working days" do not include Saturday, Sunday or contractual Holidays. A grievance not answered or extension requested within the time frames outlined above shall be considered a settlement of the grievance in favor of the grievance.

8.4 Group Grievance A grievance which affects or is brought forth by two or more nurses or ONA may initially be presented at Step 2 of the procedure described in 8.2 (Procedure/Steps) within ten (10) working days after they have acquired or should have acquired knowledge of the facts which constitute the basis of the grievance. Any grievance regarding the discharge or suspension of a nurse may be initiated at Step 2 of the procedure described in 8.2 (Procedure/Steps)

## **ARTICLE 9**

### **No Strike**

9.1 Strike Definition During the term of this Agreement, ONA and the members of the bargaining unit shall not engage in any strike (including any work stoppage, slow down, picketing, sickout, boycott, stay home, sit down, stand in, sympathy strike, refusal to cross any picket line which violates Ohio Revised Code Chapter 4117 or this Section, or any other form of restriction of production or interference with operations). ONA further agrees to strictly observe the requirement of Ohio Revised Code Chapter 4117 and the rules of SERB relating to strikes.

9.2 Cease and Desist Should any strike (as defined above) occur, ONA shall take all measures available under its constitution and rules to bring a prompt end to the stoppage. ONA will promptly instruct all bargaining unit nurses to immediately cease and desist in any activities in violation of Section 9.1.

9.3 Strike Violation Any violation of Section 9.1 shall subject any participant to immediate discipline, up to and including discharge. The grievance procedure shall be available to any nurse who claims that she did not participate in the violation. Each bargaining unit member shall be provided with a copy of this Agreement after it is duplicated, and no additional notice shall be necessary before discipline or penalties may be imposed upon an individual for a violation of Section 9.1.

**ARTICLE 10**  
**Non-Discrimination**

10.1 No person or persons responsible to the Board or ONA and its officers and members shall discriminate for or against any nurse on the basis of race, religion, color, national origin, sex, sexual orientation, disability, age, veteran status, political affiliation, or employee organization. The Board and ONA agree to abide by the provisions of applicable federal, state and local laws, and executive orders regarding these matters, and may seek guidance and/or counsel from appropriate agencies at the option of the Board or union member.

**ARTICLE 11**  
**Discipline**

11.1 Discipline Notification The Board shall maintain the right to discipline or to discharge any nurse employed within its jurisdiction for just cause. The Board will notify the local chairperson as soon as possible, but not later than the next subsequent working day, of any discharge or suspension of any nurse covered by this Agreement. Said notification will be confirmed in writing to the local chairperson with a copy mailed to ONA at its Columbus office, by the end of the next subsequent working day.

Disciplinary action will be progressive in nature and will be corrective, not punitive, in purpose. The usual sequence will be formal oral warning (documented in writing), written warning, suspension and termination. It is understood that some infractions are so serious as to warrant disciplinary action beginning at a higher step in the usual sequence. Documentation of these disciplinary actions will be placed in the personnel file. These disciplinary actions are all subject to the grievance process. Coaching or counseling of a nurse by her supervisor will not be considered disciplinary action; and as such it will not be subject to the grievance process.

11.2 Preliminary Hearing No nurse shall be discharged, suspended, or taken out of service without a preliminary hearing and consultation with the Health Commissioner or designee, except where necessary to immediately take the nurse out of service pending a hearing, as determined by the Health Commissioner or designee. The preliminary hearing shall be held by the Health Commissioner or designee as soon as practical, and the presence of the charging party shall be required. Following the preliminary hearing on a suspension or temporary removal from service or discharge, the decision of the Health Commissioner or designee shall be rendered in writing within seven (7) working days.

11.3 ONA Representation A nurse may have an ONA representative at all stages of the procedure provided in this Article. A nurse shall be offered the opportunity to have ONA representation, and be permitted such representation when a nurse believes the purpose of the meeting is for disciplinary reasons.

11.4 Grievance for Discipline Any grievance regarding the discharge or suspension of a nurse may be initiated at Step 2 of the procedure described in 8.2 (Procedure/Steps).

11.5 Removal of Disciplinary Action Disciplinary actions shall be removed from each personnel file twenty-four (24) months after the date of the last disciplinary entry. Disciplinary actions twenty-four (24) months or older shall not be used for purposes of progressive discipline in any future disciplinary action.

## **ARTICLE 12**

### **Termination of Employment**

12.1 Except for good cause shown, each nurse who intends to retire or terminate her employment shall give written notice thereof to the Health Commissioner not less than thirty (30) days, when possible, prior to the termination and/or retirement date, but not less than fourteen (14) days.

A nurse shall be entitled to compensation, at her current rate of pay for the portion of any earned but unused vacation leave to her credit at the time of separation.

## **ARTICLE 13**

### **Probationary Period**

13.1 New Hire Newly hired nurses shall be considered to be on probation for a period of one hundred twenty (120) calendar days, starting from the date of their employment. The probationary period may be extended by mutual agreement of the Board and ONA.

13.2 Rights of New Hire During the probation period, a nurse shall have no seniority rights, and shall not be allowed to bid on vacant positions or bump in the event of a layoff. At the end of the probationary period, seniority shall be computed from the date of employment. Any discipline or dismissal during the probationary period shall not be subject to the grievance procedure or the discipline procedure of this Agreement.

13.3 Probation Rights During the probationary period, a nurse is granted all rights conferred by this Agreement, except for those contained in Article 11, Discipline. All benefits otherwise available to the nurse will begin to accrue immediately, except medical and life insurance which will begin after ninety (90) days of full-time employment, pursuant to Article 16.

13.4 Orientation of New Hire The Board agrees to provide orientation to all newly hired nurses which will orient the nurse to the program to which she is assigned, other existing nursing programs, and other programs operated by the Board. This initial orientation will be completed during the nurse's probationary period. At the end of the probationary period, the nurse will receive an evaluation with the orientation checklist included.

**ARTICLE 14**  
**Hours of Work and Overtime**

14.1 **Work Days and Hours** The normal work week shall consist of thirty-five (35) hours of work performed in five (5), seven (7) hour shifts, starting at 8:00 a.m. and ending 4:00 p.m., Monday through Friday of the same week, except in the case of an emergency. For purposes of this Section, as well as Article 17 Sections 17.1 and 17.3, "emergency" means a situation where due to some public health emergency the Health Commissioner has determined that the Department needs to function on a 24 hour basis.

Any nurse currently working alternative hours (after 4:00 p.m.) will continue to work those alternative hours she is presently working, and any nurse who is hired into a position that includes alternative hours must continue to work those alternative hours she was hired to work. If a nurse who is not currently working alternative hours agrees to work such hours in the future on other than a temporary basis, or if a nurse agrees to work any such additional hours, she must commit to working such hours for a period of at least one (1) year if required by the Board. If the Board requires a nurse to work alternative hours on other than a temporary basis and such hours are not accepted on a voluntary basis or by a new hire, the Board may assign those hours to the least senior qualified nurse who has not been required to work alternative hours on other than a temporary basis in the last one (1) year. Such nurse may not be required to work more than five (5) alternative schedules per month.

A nurse will not be required to work more than one (1) weekend per calendar quarter, except that additional weekends may be required if the nurse is currently working more weekends or if the nurse accepts a position that includes more weekends. If there are no volunteers that will work the weekend without incurring overtime, the Board can modify the nurse's (least senior qualified on a rotating basis) work schedule during a workweek within which a weekend is scheduled to avoid the payment of overtime for the weekend work, or by mutual agreement the nurse may be allowed to take an equivalent number of hours off in the following week in lieu of being compensated for that weekend work.

14.2 **Work Schedules** Flexible work schedules may be instituted upon mutual agreement between the nurse affected and her supervisor. Unless otherwise instructed by Supervision, all nurses are expected to report for duty in the office or to their field assignment at the scheduled beginning of their work shift and remain on duty until the scheduled end of their work shift. Nurses working under contract between the Board and another agency may be required to assume the normal hours and holiday schedule of the agency, provided that no nurse shall be deprived of her contractual number of holidays per year applicable to that portion of the year she works.

14.3 **Short Term Coverage** Notwithstanding any of the foregoing provisions, if the Board determines that a nurse is required to work different hours or weekends to meet the Board's operational needs on a short term basis of no more than thirty

(30) days, the Board will first attempt to cover that work through agreement with a qualified nurse, but if no such agreement is reached, the Board may assign that work to a nurse who has the ability to perform such work and available hours so as to avoid overtime if possible, on a rotating basis among all such qualified nurses in inverse order of seniority. Under this provision, no individual nurse will be required to work more than four (4) days per calendar year.

14.4 Breaks Nurses will be allowed two (2) fifteen (15) minute breaks during each workday, one (1) break to be taken during each half-day work period.

14.5 Lunch In addition to the normal seven (7) hour workday, each nurse will be granted sixty (60) minutes for lunch. Lunch will be taken as near the middle of the nurse's work shift as possible, except in an emergency or if a supervisor directs a nurse to take her lunch at a different time. If a nurse is required to work during lunch, she will be paid for the time actually worked at her applicable hourly rate; provided that the nurse must either obtain advance approval from her supervisor when feasible, or must advise her supervisor of the reasons for working during lunch within twenty-four (24) hours after the occurrence.

14.6 Overtime Except as provided elsewhere in this Agreement, nurses shall be paid one and one-half times their regular straight time rate of pay for all hours worked in excess of seven (7) hours in any one workday or thirty-five (35) hours in any one (1) workweek. There shall be no pyramiding of overtime. The nurse has the right to determine whether to take compensatory time or overtime for hours over seven (7) or hours over thirty-five (35).

14.7 Reporting Off Work If a nurse cannot report for duty as expected, the immediate supervisor or designee must be notified no later than one-half ( $\frac{1}{2}$ ) hour after the beginning of the workday or reasonable time thereafter if an emergency arises, by speaking directly to such person. The nurse should indicate to the supervisor or designee the reason for calling and the ability to report to work later in the day. If the sick leave extends over more than one (1) day, periodic reports indicating an expected date of return should be made by the nurse to the supervisor or designee. A nurse working as a full-time school nurse shall also be required to notify her school of her inability to report to work as soon as possible. A nurse who does not report for work and does not call in will be considered absent without leave and will not be paid for that day. Such an occurrence for three (3) consecutive days will be treated as a voluntary resignation.

14.8 Use of Vacation and Sick Leave Nurses will be charged with seven (7) hours for each day of sick leave or vacation they are absent. Vacation time will not be approved for increments of less than one-half ( $\frac{1}{2}$ ) hour. Sick leave can be charged in minimums of one-half ( $\frac{1}{2}$ ) hour. Sick leave used for personal days must be taken in a minimum of one-half ( $\frac{1}{2}$ ) hour increments based on the nurse's schedule for that day.

14.9 Attendance Records Attendance records shall be kept to indicate overtime worked, sick leave, vacation, attendance at special meetings and leaves of absence.

Each nurse will be furnished with the necessary forms to submit information so that these records can be accurately maintained.

14.10 Meeting Attendance A nurse may be requested by the Board to attend a meeting relating to her specific job assignment in which the time and location of the meeting requires time beyond the normal workday. Cost for these programs shall be totally reimbursed and, if applicable, registration, mileage, lodging and per diem will be paid as set forth in the Board's travel policy. Overtime may be granted according to Board policy.

## ARTICLE 15

### Wages

15.1 October 2011 Schedule Effective at the start of the first full pay period in October 2011, each nurse will receive a cost of living (across the board) increase of one percent (1%) and a longevity (step) increase of zero percent (0%). This pay increase is not subject to the "Me Too" Clause below.

#### Pay Ranges October 2011 Pay Ranges

<u>Job Title</u>	<u>Minimum</u>	<u>Maximum</u>
<u>Public Health Nurse (PHN)</u>	<u>\$23.44/hour</u>	<u>\$30.65/hour</u>

Pay ranges will change annually based on the cost of living according to the Summit County Health District Salary Classification Plan.

15.2 Me Too Clause Increases, for year 2 and year 3 of the Agreement (2012 and 2013) will be provided if the Board has adequate funding available. The amount of the increase and the allocation of the increase between cost of living (across the board) and longevity (years of service) components will be based on factors such as the consumer price index (CPI), the cost of living (COL) and available Board funding.

Increases which are provided to non-bargaining unit employees of the Board will also be provided to bargaining unit members.

The Board will notify ONA concerning wage increases and the allocation of such increases between longevity (step) and cost of living (across the board) following approval by the Board of Health Personnel/Finance Committee and prior to presentation to the full Board for ratification.

15.3 Experienced Applicant Rate If the Board determines that an applicant for a nurse position in the bargaining unit has relevant prior nursing experience, the Board can decide to start that nurse at up to four (4) years worth of longevity increases based upon the prior four (4) years. The Board's decision to credit an

applicant with past experience and begin that applicant at a higher than base rate shall be at the Board's discretion and shall not be subject to the grievance procedure.

15.4 No Cut in Pay No nurse will receive a cut in pay as a result of this Agreement.

15.5 Longevity (Step) Increase Date Longevity (step) and cost of living (across the board) increases will be effective with the first full pay period in October of each year.

15.6 Hourly Rate/Actual Hours Worked The hourly rate applicable to each nurse will only be paid for actual hours worked. Full-time nurses working in a school or district position will not be paid for their lunch period. Except as otherwise provided in this Agreement, all full-time nurses will work and be paid for seven (7) hours each workday, subject to any scheduling or other changes.

15.7 Full-time School Nurse, Wages and Sick Time Use Full-time school nurses will be paid a salary based on two hundred five (205) paid days, and will work the number of school days required at the particular school to which they are assigned. That salary will be paid in twenty-six (26) equal bi-weekly payments. Any work performed by full-time school nurses during times outside of the applicable school year will be paid for that pay period at their applicable hourly rate. Any overtime earned by a school nurse will be paid at one and one-half (1½) times her applicable hourly rate. Full-time school nurses will not receive vacation or holiday benefits pursuant to Articles 17 and 18 of this Agreement, but instead will continue to receive their applicable salary during any vacation and holiday periods recognized at the school to which they are assigned, which periods they will be allowed to take as vacation and/or holiday time. If a full-time nurse is sick on a day she is scheduled to be at work, she must use sick leave to be paid for that day; however, if the nurse is sick on a non-school day, she will receive her salary, without the necessity of taking sick leave. To be classified as a full-time school nurse the nurse must be assigned to work a school contract that requires at least 178 workdays with the school system. If the school contract under which the nurse works is reduced below 178 workdays, the nurse will no longer be considered a full-time employee for purposes of this Agreement, unless the Board provides to the nurse additional duties to provide the nurse with at least 178 workdays. If the nurse loses full-time status, she will have the options available under Article 6, Section 6.5. To be eligible for the 205 paid days referenced above, the nurse must work 184 workdays. If the nurse is assigned to work a school contract that requires less than 184 workdays, unless the Board provides to the nurse additional duties to provide the nurse with 184 workdays, the nurse will be paid a salary calculated on the number of days to which she is assigned plus twenty-one (21) days (ex. nurse assigned 181 days paid 181 + 21 or 202 days). The Board will use its best efforts to provide additional duties as set forth in this Section, but the Board's decision regarding the availability or nature of those duties will not be subject to the grievance procedure.

15.8 Pay for Actual Work Hours All full-time nurses and all part-time nurses will be paid for those hours actually worked during the pay period at their applicable hourly rate. If a nurse assumes a school nurse position or leaves a school nurse position mid-year, her pay will be adjusted so that she is paid for that portion of the school year she actually works.

15.9 Two Hour Work Minimum Notwithstanding Article 15, Sections 15.8 and 15.10, any part-time or full-time nurse who is called into work or scheduled to work will be paid a minimum of two (2) hours for such work at her applicable rate of pay, even if she works less than two (2) hours.

15.10 Certification/Education Differential Effective January 1, 2005, the amount of certification/education differential will be sixty cents (\$0.60) per hour to any nurse who becomes certified or obtains an educational degree as set forth below. The types of certification which will qualify for this differential will include PNA, PNP, School Nurse, Maternal Child Health, Family Planning Practitioner, Public Health, Pediatric, Nurse Midwife and any other ANA certification related to public health, but will exclude any other certifications, specifically, without limitation, CPR, NCAST and QMRP. If the certification requires periodic renewal, in order to maintain this pay differential the nurse must provide the Board with satisfactory proof of such renewal. The types of education which will qualify for this differential will include a masters degree or a doctorate degree in nursing, but will exclude any other degrees, specifically, without limitation, BSN, ND, or any other baccalaureate degree. Any nurse who has one or more certifications or degrees which satisfy the foregoing provisions, shall receive this differential, but such differential shall be limited to one (1) sixty cent (\$0.60) per hour differential for the particular nurse, regardless of the number of certifications or degrees that particular nurse may have.

15.11 Board approved increases will become effective at the start of the first full pay in October. Increases will be applied to hourly rates and rounded to the second decimal point.

## **ARTICLE 16**

### **Insurance**

16.1 Full Time Coverage Medical Insurance The Board will provide all full-time nurses the hospitalization and medical insurance available through the County of Summit for such insurance coverage. Full-time nurses with single coverage or family coverage will pay fifteen percent (15%) of the premium costs for such coverage through bi-weekly payroll deduction, and the Board will pay the remaining premium for such coverage.

16.2 Decline Coverage Medical Insurance If a full-time nurse elects to decline hospitalization and medical insurance coverage otherwise available pursuant to Section 16.1 above, such nurse will receive in lieu of such coverage, fifty dollars (\$50)/month. A nurse electing this option must provide proof of other insurance coverage and complete all necessary forms to elect to have no coverage through

the County of Summit. If the nurse's spouse is an employee of the County of Summit, then the nurse will not be eligible for the foregoing payment. The taxability of such payment to a nurse electing no coverage will depend upon the amount of co-payment the nurse has through other insurance coverage. This option will be a binding election. The nurse will be permitted to reinstate medical coverage only in the event of a qualifying change in family status or during the open enrollment period.

16.3 Life Insurance The Board will provide all full-time nurses with life insurance coverage in the amount of twenty thousand dollars (\$20,000.00) on the terms made available by the County of Summit for such insurance coverage.

16.4 COBRA Benefits Nurses and their families will have insurance continuation coverage available as provided by COBRA. Continuation of insurance coverage under COBRA is not dependent upon proof of insurability.

## **ARTICLE 17** **HOLIDAYS**

17.1 Holiday List Each full-time nurse shall be entitled to the following legal holidays, except in case of an emergency:

New Year's Day (January 1)

Martin Luther King Day (3rd Monday in January)

Presidents' Day (3rd Monday in February)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (1st Monday in September)

Columbus Day (2nd Monday in October)

Veteran's Day (November 11)

Thanksgiving Day + Day after (fourth Thursday

and Friday in November)

Christmas Eve (one full day) (December 24)

Christmas Day (December 25)

17.2 Weekend Holiday Occurrence In the event that any of the aforesaid holidays should fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays should fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

17.3 Payment for Holiday Work A full-time nurse who is required to work a holiday specified above will receive compensatory time or overtime pay at time and a half (1½) for the holiday hours worked plus seven (7) hours of straight time holiday pay, except in case of an emergency.

17.4 Eligibility for Holiday Pay Nurses eligible for holiday pay shall receive holiday pay only if they are paid for their last scheduled day preceding and their first scheduled day following the holiday. Nurses on leave of absence shall not receive holiday pay.

## ARTICLE 18

### Vacation

18.1 Vacation Service Schedule At the time of completion of one (1) year of service, a full-time nurse shall have earned and will be entitled to annual vacation leave as follows

	<u>Hours</u>	<u>Weeks</u>
1. More than one (1) year of service	70 hours	2 weeks
2. More than five (5) years of service	105 hours	3 weeks
3. More than ten (10) years of service	140 hours	4 weeks
4. More than twenty (20) years of service	175 hours	5 weeks

18.2 Computing Vacation Full-time Employee During the first six (6) months of full-time service, no vacation time may be taken. For the purpose of computing vacation leave, a nurse's service is defined as the total service accrued by a person employed by the State of Ohio, county, or any political subdivision of the State of Ohio, provided that any transfer, reappointment or reinstatement must occur within ten (10) years. Any nurse who is claiming prior service from agencies where previously employed must obtain from that agency a signed written document verifying exact dates of service.

18.3 Computing Vacation Part-time Employee At the completion of six (6) months of service, a part-time nurse shall have earned and will be entitled to vacation leave according to the above schedule prorated by the work schedule. However, if the nurse subsequently becomes a full-time nurse, the part-time service will count in determining the total amount of service. If a part-time nurse or a part-time school nurse becomes a full-time nurse during the term of this Agreement, the service date of such nurse shall be computed with respect to her part-time service by counting the total number of hours that nurse worked since the date of her hire, with the total of such hours being utilized as her equivalent full-time service, and she will thereafter be advised of her adjusted service date based on such computation for purposes of any vacation entitlement under this Article. If a full-time school nurse becomes a full-time nurse during the term of this Agreement, the service date of such nurse shall be computed with respect to her service as a full-time school nurse by counting the total number of hours that

nurse worked in such capacity, with the total of such hours being utilized as her equivalent full-time service for service prior to February 27, 1992. If she worked full-time during the entire school year after February 27, 1992, she will receive 9/12 of the year as her full-time service for such year. She will thereafter be advised of her adjusted service date based on such computation for purposes of any vacation entitlement under this Article.

18.4 Active Pay Status Vacation leave is earned during the time the nurse is on active pay status; it is not earned while on unpaid leave of absence or unpaid military leave.

18.5 Approval by Administration Annual vacation leave shall be taken as convenient to the work load of the department and shall be subject to the administrative discretion of the Health Commissioner. All vacation leave must be requested and authorized on the designated form.

18.6 Maximum Vacation Carryover Vacation leave shall be taken by the nurse during the year in which it is accrued and prior to the next recurrence of the anniversary date (for vacation purposes). Vacation will only be carried over for up to a maximum accumulation of 175 hours. Any vacation otherwise earned which exceeds the allowable maximum accumulation shall be lost.

18.7 Separation A nurse shall be entitled to compensation, at her current rate of pay, for the portion of any earned but unused vacation leave to her credit at the time of separation.

18.8 Death of Nurse In the case of a death of a nurse, vacation leave of any such nurse, shall be paid in accordance with Ohio Revised Code Section 2113.04, or to the nurse's estate.

18.9 Unused Vacation Any bargaining unit nurse may cash in up to two (2) weeks of her unused vacation time within the period from one (1) week prior to her anniversary date to one (1) week after her anniversary date. This will be paid within the next two (2) pay periods after the Board's receipt of such request. If a nurse uses the foregoing cash in option, she will not be entitled to request an unpaid leave of absence during that year, except in the case of an emergency.

18.10 Annual Vacation Request Schedule A vacation schedule shall be posted from January 15 to February 15 of each year for the succeeding twelve (12) months. After that date, the Health Commissioner or designee shall schedule requested vacations by seniority and they shall be scheduled in such a way as to not interfere with the operations of the Board. Conflicts in vacation scheduling shall be resolved by seniority and if seniority is equal by date of request. Nurses who fail to designate preferred vacation by February 15, or who failed to obtain a requested vacation, shall lose their right to scheduling by seniority within each Divisions and, the remaining vacation time shall be scheduled on a first come, first serve basis. The Health Commissioner or designee shall determine the number of nurses that can be off in any one (1) week for the vacation schedule. Requests for vacation will receive priority over leave of absence or personal day requests.

Nurses working in Board divisions outside the Nursing Division will follow the personnel policies and program guidelines within that division.

**ARTICLE 19**  
**Sick And Personal Leave**

19.1 Earning Rate All nurses, including part-time, earn sick leave at the rate of 4.04 hours for seventy (70) hours of service. The credit is proportionate to the hours paid in each bi-weekly pay period.

19.2 Active Pay Status Credit Credit is given in computing sick leave for all time on active pay status, including vacation and sick leave. It is not given for time on unpaid leave of absence.

19.3 Allowable Uses Sick leave shall be granted to nurses upon approval of the Health Commissioner for the following reasons:

- A. Illness or injury of the nurse or a member of the immediate family.
- B. Death of member of the immediate family.
- C. Medical, dental or vision care treatment of the nurse or a member of the immediate family.
- D. Maternity purposes.
- E. Or any other FMLA qualifying event.

Definition of immediate family: spouse, domestic partner, child, step-child, mother, father, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, a legal guardian, or other person who stands in place of a parent (locum parentis).

19.4 Use of Leave For each use of sick leave, the nurse shall be required to furnish a satisfactory written, signed form to justify the use of leave. When the use of sick leave for an illness or injury requires medical care, a physician's statement may be requested. Nurses must account for medical, dental, and vision care appointments by using sick leave or vacation.

19.5 Falsification/Failure to Comply Falsification of the nurse's written, signed statement shall be grounds for disciplinary action, including dismissal. Nurses who fail to comply with sick leave rules and regulations shall not be paid.

19.6 Care of Family When sick leave is requested to care for members of the immediate family, the nurse may be required to furnish a physician's certificate to the effect that the presence of the nurse is necessary to care for the ill family member.

19.7 Death of Immediate Family Sick leave granted by reason of death in the immediate family shall not exceed five (5) working days, unless permission is given from the Health Commissioner.

19.8 Transfer of Service A nurse who transfers from one public agency to another, or who is reappointed or reinstated or who transfers from one county department to another shall be credited with the unused balance of her accumulated sick leave if the time between separation and reappointment does not exceed ten (10) years. The words "public agency" as used above include the state, counties, municipalities, and all Boards of Education within the State of Ohio.

19.9 Personal Days Each calendar year, a nurse shall be entitled to trade up to five (5) days of accumulated sick leave for use as personal days during the calendar year. All such personal days must be taken in a minimum of one (1) hour increments, and must be scheduled and approved by the nurse's Supervisor with at least three (3) working days advance notice, except in cases of emergency.

Notwithstanding the above, a nurse may request personal time in a minimum of one-half (1/2) hour increments. Approval of personal time of less than one-half (1/2) hour increments is at the discretion of the nurse's Supervisor.

19.10 Seniority/Job Classification Nurses out on sick leave for injury, illness, or maternity leave will be guaranteed return to their same job for six (6) months. Their seniority will be held up to a maximum of three (3) years. Upon completion of a sick leave, the nurse is to be returned to the classification formerly occupied, full-time or part-time, or to a similar position if the nurse's former position no longer exists.

19.11 Retirement Upon retirement, a nurse will have the right to convert unused sick leave into a cash payment at the rate of one (1) day's pay for each four (4) days of unused sick leave. Up to 120 days may be cashed in for thirty (30) days pay.

19.12 Vacation/Bereavement Days If, during a nurse's scheduled vacation, there is a death in her immediate family, her vacation time shall be reinstated to the extent approved bereavement days were used.

## **ARTICLE 20**

### **Leave Without Pay**

20.1 Duration of Leave A leave of absence may be granted to a nurse for maximum duration of six (6) months for personal reasons of the nurse. Such a leave may not be renewed or extended beyond six (6) months. Leave of absence (without pay) may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the Board by improved performance at any level; or for voluntary service in any governmental or military sponsored program of public betterment.

20.2 Authorization The authorization of a leave of absence without pay is a matter of administrative discretion. The Health Commissioner, with concurrence of the Board, should decide in each individual case if a leave of absence is to be granted. A leave of absence must be requested and authorized on a designated form. All vacation must be used before beginning a leave without pay.

20.3 No Credit A nurse on leave of absence without pay does not earn sick leave or vacation credit.

20.4 Return to Work Upon completion of a leave of absence, the nurse is to be returned to the classification formerly occupied, full-time or part-time, or to a similar position if the nurse's former position no longer exists. A nurse may return to work before the scheduled expiration of leave if requested by the nurse and agreed to by the Board. If a nurse fails to return to work at the expiration of an approved leave of absence, a report of "Failed to Return from Leave" is made unless an order of removal or disability leave is appropriate.

20.5 Inappropriate Use of Leave If a leave of absence granted for a specific purpose, is not actually being used for that purpose, the Board may cancel the leave and direct the nurse to report for work by giving written notice to the nurse.

20.6 Unpaid Leave Less Than Two (2) Weeks A nurse on a short, unpaid leave of absence (two (2) weeks or less) will be placed back into the exact position she occupied. During such a short leave, the nurse will continue to receive medical benefits and life insurance (if applicable), and will continue to accumulate seniority, but will not accumulate vacation or sick leave, and will not be paid for holidays occurring during the leave.

20.7 Leave More Than Two (2) Weeks Nurses on leaves of absence for more than two (2) weeks will be offered the option to continue medical benefits (if applicable) under COBRA and the right to conversion of her life insurance (if applicable), which will be paid by the nurse.

20.8 Military Nurses on leave for military service will have all rights and benefits, as provided by USERRA and any other applicable state and federal law.

20.9 Family and Medical Leave (FMLA) The Board will comply with the provisions of the Family and Medical Leave Act of 1993, and as amended from time to time. Seniority for all benefit purposes will continue to accrue during any such leave. A summary of the FMLA provisions is available from the Personnel Office.

## **ARTICLE 21**

### **Continuing Education**

21.1 CNE The Board agrees to support CNE and to assist all nurses in maintaining an increasing knowledge about new advances in health care, issues affecting health care delivery and current nursing practice in the public health setting. The Board will make available to all nurses a minimum of twelve (12)

CNE credits per year, either through in-house training or outside offerings, beginning in 1993, at Board expense. Nurses are responsible for monitoring and requesting CNE training.

21.2 Staff Development Committee A staff development committee consisting of one (1) supervisor and up to four (4) staff nurses, each serving two (2) year terms, will be responsible for planning the course offerings in-house. To maintain continuity, two (2) staff nurses will be replaced yearly.

21.3 Annual CPR Training CPR training will be offered annually at Board expense, and nurses shall receive regular pay for attendance. The Board will attempt to use nurses who are trained in CPR instruction to provide CPR training on the Board's premises, where feasible.

21.4 Request to Attend Programs Information on continuing education programs will be made available and nurses may submit a request to attend such meetings. All requests for attendance at continuing education programs shall be reviewed by the Division Director and the Health Commissioner for approval. The factors considered in determining whether to approve a particular request will include: application of the program to the nurse's present assignment; availability of other similar programs; cost of the program; prior requests by the particular nurse; and, availability of funds. All nurses will be given an equal opportunity to attend outside meetings throughout the calendar year. Nurses will be granted on-duty time to attend continuing education meetings. No overtime can be claimed for additional travel time, evening, or weekend meetings. As funds permit, and with prior request, the Board will grant reimbursement for travel, registration, and per diem costs or a portion of such costs. Reimbursement for attendance at weekend programs and workshops will not be unreasonably disapproved, nor will reimbursement for courses in continuing education programs required for certification.

21.5 Record Maintenance All nurses shall be responsible for monitoring and maintaining their own continuing education record. As a convenience, they may do so on a form provided by the Board which will be kept on file by year in the nursing files.

21.6 Tuition Reimbursement The Board agrees to reimburse nurses for payment of tuition, books and fees for course work at any accredited college or university, subject to the following limitations. Such course work must be directly related to obtaining one (1) of the certifications set forth in Article 15, Section 15.12, or to obtaining an advanced degree in nursing, public health or administration, or other field relevant to public health. In any given calendar year, the maximum amount payable by the Board to the bargaining unit will be ten thousand dollars (\$10,000.00). Further, in any given calendar year, the maximum amount payable by the Board to any individual nurse shall be one-thousand five hundred dollars (\$1,500.00). On or before January 31<sup>st</sup> of the following calendar year, each nurse seeking reimbursement shall submit a written request to the Board. The request shall include a detailed accounting and supportive documentation of expenses

incurred and paid. Documentation of satisfactory completion of the coursework with a passing grade is required. If the amount of reimbursement sought by nurses for a calendar year exceeds the ten thousand dollar (\$10,000.00) limit, the Board will pay reimbursement to nurses in order of seniority up to their individual one thousand five hundred dollar (\$1,500.00) limit until the ten thousand dollars (\$10,000.00) is exhausted.

21.7 Changes in Nursing Practice The Board will make every reasonable effort to provide nurses with advance information regarding changes in nursing practices in their programs.

## **ARTICLE 22** **Vehicle Policy**

22.1 Vehicle Requirements All nurses will be required to satisfy the following requirements:

- A. A nurse required, or who may be required to operate a motor vehicle in her work, must possess a valid State of Ohio driver's license.
- B. Such nurse must satisfy the requirement of maintaining at least the minimum automobile liability insurance coverage required by the County of Summit.
- C. A nurse required to use a vehicle during the workday must provide a safe and operational vehicle each workday.

22.2 Mileage Reimbursement The Board will reimburse each nurse on a monthly basis a per mile payment at the prevailing rate determined by the IRS for each mile a nurse's personal vehicle is driven for actual and documented Board business. If the maximum allowable IRS mileage rate is changed, the Board will implement such new rate within ten (10) weeks of the IRS effective date for such change; provided, however, that such change will only be effective prospectively after Board implementation and will not be retroactive.

22.3 Work-Related Travel Reimbursement Reimbursement for work-related travel will be made in accordance with policies and procedures established by the Board, subject to state and federal laws and regulations.

## **ARTICLE 23** **Requirements of Outside Contracts**

23.1 The parties acknowledge that the Board is required to enter into contracts with various entities, e.g., School Districts, etc., for the provision of nursing services to those entities. The parties agree that to the extent provisions of any such contracts conflict with the provisions of this Agreement relating to hours of work, holidays, vacation, and vacancies, the provisions of those contracts shall govern, provided that the wages and benefits under this Agreement shall not be modified by such contracts.

**ARTICLE 24**  
**Effect of Funding Decrease**

24.1 In the event of a substantial decrease in Board funding which impairs the Board's ability to finance wages and benefits, the parties agree that they will meet and will discuss the matter. After complete/comprehensive financial disclosure and an accounting review and evaluation by ONA, the parties may agree to negotiate a substitute wage and benefit package in response to the funding decrease. If negotiation does not occur or if negotiation is unsuccessful, management retains the right to eliminate positions and/or institute the layoff procedure as described in Article 6 of the Agreement.

**ARTICLE 25**  
**Miscellaneous**

25.1 Payroll Deduction If the County of Summit should offer direct payroll deposit to employees of the Board, such program will be made available to each nurse desiring to participate in same.

25.2 Building Use ONA will be permitted to conduct a monthly meeting for all nurses in the bargaining unit. This meeting will be held before or after the work day, but not during working hours, on the premises, and shall be scheduled by mutual consent.

25.3 County Program Investments Nurses may contribute, up to a maximum allowed by law of their income, into any of the non-taxable programs offered by the County to employees of the Board. If the County institutes a matching fund program which is offered to employees of the Board the nurses will be allowed to participate in the program.

25.4 Law Changes for School Nurse Certifications Should any new laws on school nurse certification become effective during the term of this Agreement, the Board will allow the maximum time permitted by law for school nurses to become certified. The Board will work with all nurses who wish to be certified to become eligible (or grandfathered) for certification.

25.5 Work Refusal Nurses, who request, may refuse work that requires information to be given concerning abortions.

25.6 Outside Employment Nurses may not engage in additional paid employment which conflicts with duties and responsibilities as an employee of the Board. Nurses are required to submit a written notification of outside employment to the Nursing Director. Outside employment may not occur during the nurses' scheduled working hours. Outside employment may not create a conflict of interest with the policies and programs of the Board. Employment with persons or organizations subject to licensing approval, or other review by the Board, may not be undertaken without prior notification. If the Board advises a nurse and provides that nurse with written explanation/documentation that the outside employment creates a conflict of interest and the nurse refuses to cease such

employment, the Board may discharge the nurse for just cause. The nurse may use the grievance process to address the issues of conflict of interest and appropriate remedy. The Board has the burden of proof as to whether a conflict of interest existed.

25.7 Jury Duty When a nurse is called for jury duty by any court of the United States, the State of Ohio, or political subdivision, the nurse will receive her normal pay for all hours of work missed as a result thereof, based on the nurse's regular schedule. All compensation received by the nurse for jury duty is to be remitted by the nurse to the Treasurer of the County, unless such duty is performed outside of normal working hours. If a nurse is required to appear for jury duty during a given work day but she is only scheduled on that day for hours of work after the time her jury service concludes on that day, she will not be required to work those hours on that day, and if she does not work those hours on that day she will receive her normal pay for those hours she did not work, provided any compensation received by her for the jury duty is remitted to the Treasurer of the County.

25.8 Information Request The Board will provide a copy of all Board minutes, pay scales, and other information covered by the "Sunshine" laws to the local unit co-chairs, at no cost, upon request.

25.9 Full-time Employee Definition When the term, "full-time" is used in this Agreement, it is intended to designate employees scheduled to work a minimum of thirty-five (35) hours per week for at least twelve (12) consecutive weeks, other than in a temporary position as defined in Article 6, Section 6.9.

25.10 Proof of Licensure Verification of license to practice nursing will be done in a bi-yearly basis, by management, utilizing the Board of Nursing website. If a nurse's licensure status changes at any time, that nurse must notify her immediate supervisor within one (1) working day of the nurse's being notified of such status change. Failure to do so may result in disciplinary action, up to and including termination.

25.11 ADA The Board and ONA recognize their respective obligations under the Americans With Disabilities Act. The Board agrees that before it puts a reasonable accommodation in effect for a nurse in the bargaining unit, or before it refuses a request for reasonable accommodation by a nurse, it will advise the ONA of the matter and discuss it with an ONA representative before taking final action in the matter.

25.12 OSHA Laws The Board will provide a safe and healthful working environment for nurses, including compliance with all federal and state occupational safety and health laws. If any nurse believes she requires special equipment for the performance of her duties, the nurse will submit a request for such equipment in writing to her supervisor. Nurses will be provided with all equipment deemed necessary by the Board for the performance of their duties. If a nurse believes she is facing a safety hazard in performing her duties, she shall

remove herself from the hazard and such situation must be brought to the attention of her supervisor as soon as possible.

**ARTICLE 26**  
**Conflict of Laws**

26.1 In the event any provision of this Agreement is held to be in conflict with or violation of any state or federal law, such law shall govern and prevail provided both parties shall receive a copy of the conflicting state or federal law. All provisions of this Agreement not in conflict therewith shall continue in full force and effect, anything herein apparently to the contrary notwithstanding.

**ARTICLE 27**  
**Possible Future Conditions**

27.1 This Agreement shall be binding on any successors or assigns of the Board and no terms, obligations, or provisions herein contained shall be affected or changed in any way whatsoever by the whole or partial consolidation, merger, sale, transfer, or assignment of the Summit County Health District or any part thereof, or affected or changed in respect whatsoever by any change of any kind of the ownership or management of the Summit County Health District. Unless precluded from doing so as a matter of law, the Board will negotiate that the successor employer retain all nurse employees covered by this collective bargaining agreement.

**ARTICLE 28**  
**Duration**

This Agreement shall continue in effect and remain in full force and effect from September 4, 2011 through September 3, 2014. If either party desires to amend or terminate this Agreement, it shall, at least ninety (90) days prior to September 3, 2014, give written notice of its intent to amend or terminate. If neither party gives notice to terminate or amend this Agreement as provided above, this Agreement shall continue in effect from year to year after September 3, 2014, subject to termination or amendment by either party on at least ninety (90) days written notice prior to September 3, of any subsequent year.

BOARD OF HEALTH OF SUMMIT  
COUNTY GENERAL HEALTH  
DISTRICT

OHIO NURSES ASSOCIATION

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Gene Nixon  
Health Commissioner

By \_\_\_\_\_

Anne C. Steward  
Labor Relations Specialist

\_\_\_\_\_  
Michelle Papp

\_\_\_\_\_  
Sandra Waino

\_\_\_\_\_  
Sandy Tirpak

\_\_\_\_\_  
Sharon Hemphill

## APPENDIX A

### ANA CODE OF ETHICS FOR NURSES

1. The nurse, in all professional relationships, practices with compassion and respect for the inherent dignity, worth, and uniqueness of every individual, unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems.
2. The nurse's primary commitment is to the patient, whether an individual, family, group, or community.
3. The nurse promotes, advocates for, and strives to protect the health, safety, and rights of the patient.
4. The nurse is responsible and accountable for individual nursing practice and determines the appropriate delegation of tasks consistent with the nurse's obligation to provide optimum patient care.
5. The nurse owes the same duties to self as to others, including the responsibility to preserve integrity and safety, to maintain competence, and to continue personal and professional growth.
6. The nurse participates in establishing, maintaining, and improving health care environments and conditions of employment conducive to the provision of quality health care and consistent with the values of the profession through individual and collective action.
7. The nurse participates in the advancement of the profession through contributions to practice, education, administration, and knowledge development.
8. The nurse collaborates with other health professionals and the public in promoting community, national, and international efforts to meet health needs.
9. The profession of nursing, as represented by associations and their members, is responsible for articulating nursing values, for maintaining the integrity of the profession and its practice, and for shaping social policy.

**APPENDIX B**  
**Examples of Positions and Assignments**

**B7.1 Job Posting Guidelines**

1. All job postings must be approved by the Division Director or designee and the Personnel Director.
2. All job postings for new positions require Board of Health approval.
3. In compliance with state and federal law, all job postings will be distributed and posted:
  - a. Display case in the front lobby at SCHED
  - b. Bulletin Board in the lunch room at SCHED and all main campuses
  - c. SCHED website
  - d. Email all users
4. Job postings must include the following standard language and follow the template located at: Ldrive/admin/job posting/job posting master. All PHN job postings should include standard PHN responsibilities that are generic to all programs within the nursing division.

Posting Date	Job postings must include beginning and ending date of job posting (i.e., a minimum of two (2) weeks).
Status	Job postings must indicate whether the job will be full-time, part-time, intermittent or temporary. If less than full-time, the number of hours should be specified.
Responsibilities	The job posting should clearly explain the job responsibilities and expectations.
Education	The job posting should indicate minimal acceptable educational preparation and preferred preparation.
Qualifications	Job postings should include any experience or certification that is required or preferred.
Instructions	The job posting should include directions as to whom to call to arrange an interview and where to send a resume.

**B7.2 Examples of Positions**

Full time PHN – Definition in Article 25.9 and Article 15.7.

Part time PHN – An employee who works less than thirty-five (35) hours per week, but on a regularly scheduled basis.

Intermittent PHN – An employee who works an unpredictable number of hours on an irregular schedule based on the fluctuating needs of the division.

Temporary PHN – Definition in Article 6.9.

### **B7.3 Examples of Assignments**

100% School

100% Clinic

100% Grant

100% BCMH

100% Communicable Diseases

50% IAP + 50% Clinic=100%

60% Prenatal + 40% Clinic=100%

APPENDIX C

MEMORANDUM OF UNDERSTANDING

PROGRAM MANAGER

The parties agree to continue discussions regarding the role, responsibilities/duties and reimbursement of the Program Manager as part of the current contract negotiations. The agreement reached by the parties will be included and incorporated as part of the parties' collective bargaining agreement.

The following dates and times are scheduled for discussions regarding Program Manager:

9/24/08	1:00 PM – 4:00 PM
10/8/08	8:30 AM – 4:00 PM

The goal for completion of the agreement is December 31, 2008. The completion date and the amount of time allocated for discussions may be revised and/or extended by the mutual agreement of the parties.

SUMMIT COUNTY HEALTH DEPARTMENT

Nurse's Name

AND

Nurse's Classification

OHIO NURSES ASSOCIATION

Department/Work Location

NURSE'S GRIEVANCE FORM

Nurse's Representative

STATEMENT OF GRIEVANCE: Include all pertinent facts, specific contract provision(s) allegedly violated. (Attach additional sheets if necessary.)

and all other relevant contract provisions and past practices.

STATE SPECIFIC REMEDY SOUGHT:

and all else to make the nurse whole.

Nurse's Signature

Date

STEP ONE DECISION: (Attach additional sheets if necessary.)

Signature of Step One Supervisor

Date

TO THE GRIEVANT: If the above decision is satisfactory to you no further action on your part is necessary. If, however, you wish to appeal to Level Two, you must sign this statement and submit the grievance form to your Division Director and SCHED Legal Counsel within ten (10) working days of the date of the Step One decision.

I wish to appeal to Step Two:

Nurse's Signature

Date

STEP TWO DECISION: (Attach additional sheets if necessary.)

Signature of Step Two Administrator

Date

TO THE GRIEVANT: If the above decision is satisfactory to you no further action on your part is necessary. If, however, you wish to appeal to Step Three, you must sign this statement and submit the grievance form to the Health Commissioner and SCHED Legal Counsel within ten (10) working days of the date of the Step Two decision.

I wish to appeal to Step Three:

Nurse's Signature

Date

**ARTICLE 28**

**Duration**

This Agreement shall continue in effect and remain in full force and effect from September 4, 2011 through September 3, 2014. If either party desires to amend or terminate this Agreement, it shall, at least ninety (90) days prior to September 3, 2014, give written notice of its intent to amend or terminate. If neither party gives notice to terminate or amend this Agreement as provided above, this Agreement shall continue in effect from year to year after September 3, 2014, subject to termination or amendment by either party on at least ninety (90) days written notice prior to September 3, of any subsequent year.

BOARD OF HEALTH OF SUMMIT  
COUNTY GENERAL HEALTH  
DISTRICT

OHIO NURSES ASSOCIATION

Date 11/1/2011  
By [Signature]  
Gene Nixon  
Health Commissioner

Date 11/9/2011  
By [Signature]  
Anne C. Steward  
Labor Relations Specialist

[Signature] RN  
Michelle Papp

[Signature] MO-19-11  
Sandra Waino

[Signature]  
Sandy Tirpak

[Signature] BSN 10  
Sharon Hemphill

K# 28094

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