

K # 29414

11-MED-09-1295
1459-01

AGREEMENT

Between

**The
Ohio Nurses Association**

and

Lucas County Regional Health District

January 1, 2012

through

December 31, 2014

STATE EMPLOYMENT
PRACTICES BOARD
2013 MAR 25 P 2:47

TABLE OF CONTENTS

	Page
ARTICLE I	Recognition 1
ARTICLE II	Membership Rights 1
ARTICLE III	ONA Representation 2
ARTICLE IV	Dues Deduction and Fair Share..... 3
ARTICLE V	Pledge against Discrimination and Coercion 3
ARTICLE VI	Seniority 4
ARTICLE VII	Vacancies & Job Postings 5
ARTICLE VIII	Layoff Provisions 6
ARTICLE IX	Probationary Period-Orientation Period..... 7
ARTICLE X	Employment 8
ARTICLE XI	Termination of Employment 10
ARTICLE XII	Discipline 10
ARTICLE XIII	Grievance Procedure 11
ARTICLE XIV	Education..... 13
ARTICLE XV	Hours of Work and Overtime..... 14
ARTICLE XVI	Wage and Rate Allowances 16
ARTICLE XVII	Holidays 17
ARTICLE XVIII	Vacation 18
ARTICLE XIX	Leaves of Absence 20
ARTICLE XX	Transportation Allowance 22
ARTICLE XXI	Lab Coat Allowance..... 22
ARTICLE XXII	Insurance and Injury Law..... 22
ARTICLE XXIII	Miscellaneous..... 23
ARTICLE XXIV	Savings Clause 26
ARTICLE XXV	Committees..... 26
ARTICLE XXVI	School Nursing 27
ARTICLE XXVII	No Strike or Lock-Out..... 28
ARTICLE XXVIII	Successor and Assigns 29
ARTICLE XXIX	Alternate Dispute Resolution..... 29
ARTICLE XXX	Duration..... 30
APPENDIX A	Classifications Represented by ONA..... 31
APPENDIX B	Grievance Form..... 32
APPENDIX C	Bonus Days - Chart 34

ARTICLE I

Recognition

Section 1. This Agreement is made and entered into by and between the Ohio Nurses Association (hereinafter referred to as ONA) and the Lucas County Regional Health District (hereinafter referred to as the Board).

Section 2. The purpose of this Agreement is to maintain an orderly system of employer-employee relations, which will facilitate joint discussions and cooperative solutions of mutual problems by the Board and representatives of its registered nurse employees included in the bargaining unit. The Board and ONA further recognize their common interest beyond the collective bargaining relationship and both pledge to strive together to insure the highest quality of health service and the highest standards of professional nursing care and practice.

Section 3. Pursuant to the Certification of Exclusive Representative, issued by the State Employment Relations Board, the Board recognizes ONA as the sole and exclusive representative for all non-supervisory registered nurses employed by the Lucas County Regional Health District, excluding nurse practitioners and midwives for the purposes of collective bargaining with respect to wages, hours, working conditions, and other matters of mutual concern relating thereto.

Section 4. As used herein the term "registered nurse" or "nurse" shall designate a member of the bargaining unit. The term "bargaining unit" shall be understood to include all registered nurses in the classification referenced in Section 3 above who are employed by the Board.

Section 5. Each person employed by the Board to practice professional nursing must be registered and licensed to practice such in the State of Ohio.

Section 6. Professional services normally and traditionally rendered by registered nurses shall continue to be performed by registered nurses in accordance with the Nurse Practice Act of the State of Ohio; and said services shall neither be assigned to nor performed by other employees.

ARTICLE II

Management Rights Clause

Section 1. ONA recognizes that except as specifically limited to or abrogated by the terms and provisions of the Agreement, all rights to manage, direct, or supervise the operations of the Board and all of the nurses are vested solely and exclusively with the Board.

Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights that belong to and are inherent to the Board, the Board retains the right to:

- 1) hire and transfer nurses;
- 2) discharge, suspend, or discipline nurses for just cause;
- 3) determine the number of nurses required to be employed, laid off, or discharged;
- 4) determine the starting and quitting time and the number of hours to be worked by its nurses;
- 5) make any and all rules and regulations;

- 6) determine the work assignments of its nurses;
- 7) determine the basis for selection, retention, and promotion of nurses;
- 8) determine the type of equipment used and the sequence of work processes;
- 9) determine the making of technological alterations by revising either process or equipment, or both;
- 10) determine work standards and the quality and quantity of work to be produced;
- 11) select and locate buildings and other facilities;
- 12) establish, expand, transfer, and/or consolidate work processes and facilities;
- 13) transfer or subcontract work;
- 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other entity or effect or change in any respect to the legal status, management or responsibility of such property, facilities, processes or work;
- 15) terminate or eliminate all or any part of its work facilities.

Nothing in this clause shall supersede, curtail or undermine any provisions of this Agreement.

In addition, ONA agrees that all of the functions, rights, powers, responsibilities, and authority of the Board in regard to the operation of its work and business and the direction of its work force which the Board has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Board.

ARTICLE III **ONA Representation**

Section 1. All registered nurse applicants for employment shall be informed at time of hire of the existence of this Agreement and shall receive a copy of such. Following the completion of the orientation program, an ONA Representative shall be given an opportunity to meet with each new nurse in order to discuss ONA and its activities.

Section 2. ONA shall be permitted to conduct a monthly meeting of all bargaining unit nurses for a period of up to one (1) hour, to be counted towards total time permitted of four hundred and twenty (420) hours per year for stewards, alternate stewards and other union officers. This meeting shall be held either at the beginning or at the end of the work day on the premises and shall be scheduled by mutual consent. The stewards, alternative stewards, and all other union officers shall be permitted a total time of four hundred and twenty hours (420) hours per year to be used among the stewards, alternate stewards and all other union officers to investigate and process grievances and disciplinary actions and to conduct other necessary union business during working hours. The four hundred and twenty (420) hours shall exclude time spent in arbitration hearings and at the bargaining table during contract negotiations. Such time as provided herein shall be requested through the electronic time keeping system and coordinated with the supervisor or director prior to absence, unless immediate need exists preventing prior approval. Time to be used by the stewards, alternate stewards, and other union officers must be approved by the supervisor or directors so as to least disrupt operations and staffing levels. Such approval shall not be unreasonably withheld.

Section 3. 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. Such representative shall abide by reasonable regulations of the Health Board.

Section 4. The Board and ONA will share equally the cost of photocopying this Agreement.

ARTICLE IV **Dues Deduction and Fair Share**

Section 1. In recognition of Ohio Nurses Association services to the bargaining unit and to promote harmonious and stable relationships between the bargaining unit and the Board, employees within the bargaining unit shall, within sixty (60) days of this Agreement, or sixty (60) days after hire date, whichever is later, either become members of the Ohio Nurses Association or share in the financial support of the Ohio Nurses Association by paying to the organization a fair share fee not to exceed the amount of the dues uniformly required of the members of the organization.

Section 2. The Board will deduct any arrears in unpaid union dues, fair share fees, initiation fees, service charges, and equal assessments owed to ONA, as well as current dues, initiation fees, service charges, and equal assessments from the paychecks of employees working in classifications included in the recognition clause herein. Such deduction shall be made from each of the twenty-six (26) pay periods for which the current dues (payable in advance) and any initiation fees or services charges are due to ONA. The Board further agrees to remit to the ONA Membership Department dues, initiation fees, service charges, and uniform assessments so deducted from the paychecks of the employees covered herein.

Section 3. ONA shall indemnify and save the Board of Health harmless against any liability that may arise out of, or by reason of, any actions taken by the Board for the purpose of complying with the provisions of this section. In the event that the Board is held to be responsible for the repayment of monies paid to ONA pursuant to this section, the ONA to the extent of those funds actually received shall reimburse same to the Board and/or the designated employees involved.

Section 4. The Board's obligation to make such deduction shall terminate automatically upon termination of employment of the nurse who signed the authorization or upon notification in writing to the Board and ONA by a nurse to cease deduction.

Section 5. The Board will provide ONA with an alphabetical list of nurses who are new hires, promoted, terminated or who resign, upon the occurrence of such an event.

ARTICLE V **Pledge against Discrimination and Coercion**

- (a) The provisions herein shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, handicap, or political affiliation. The failure of the employer to apply provisions herein without discrimination,

- when brought to the attention of the Bargaining Agent, shall be subject to the provisions of the grievance procedure.
- (b) Particularly, it is the express intent of the parties that this Agreement shall not be interpreted in such a manner as to cause or constitute a violation of any law, specifically Title VII of PL-88-352, as amended, known as the Civil Rights Act of 1964.
 - (c) All references to employee(s) in this Agreement designate both sexes.
 - (d) Further it is the intent of the parties to provide a work environment free from any sexual harassment.
 - (e) The employer agrees not to interfere with the rights of employees to become members of the Bargaining Agent, and there shall be no discrimination, interference, restraint, or coercion by the employer or its representatives against any legal employee's collective bargaining activity in an official capacity on behalf of the Bargaining Agent.
 - (f) The Bargaining Agent recognizes its responsibility and agrees to represent all employees in the Bargaining Unit without discrimination, interference, restraint or coercion. The Bargaining Agent agrees not to intimidate or coerce any employee in an effort to recruit membership in the Bargaining Agent.
 - (g) Both parties recognize the need for an Affirmative Action Program and agree to cooperate in the implementation of the current program of the employer as established by ordinance and administrative regulation.

ARTICLE VI

Seniority

Section 1. Seniority is defined as the length of time in service by a nurse on the Board's employ and such seniority shall be broken only as provided for in Section 6 of this Article.

Section 2. The Board shall post on ONA bulletin boards a copy of the seniority list within thirty (30) days of the effective date of this Agreement and shall provide an updated list to ONA stewards upon request thereafter.

Section 3. Nurses hired on the Board payroll who have prior service with any political subdivision shall be credited for vacation seniority. In the case of a merger, all vacation and sick time benefits earned and unused shall be credited in full.

Section 4. A nurse shall be given written notice of the reason for loss of seniority. If such a loss of seniority is based on "C", "D", "E", "F", or "G" (below) the nurse shall be given the opportunity of having a hearing before such action is taken. The seniority of the nurse shall be considered broken and the nurse shall be terminated for the following reasons:

- A. The nurse resigns her positions in the service.
- B. The nurse is discharged and has not returned to work as a result of an appeal.

- C. After recall notice has been sent to the nurse and the nurse fails to report for work after fourteen (14) calendar days.
- D. The nurse is absent on her own accord for a period of more than five (5) consecutive workdays, and fails to apply for a leave of absence.
- E. The nurse fails to return at the expiration of an approved leave of absence.
- F. A nurse enters employment for another employer or becomes self-employed while on leave. However, if a nurse had been working for another employer or had been self-employed prior to going on leave, her seniority will remain intact and her dual employment status shall not be grounds for termination unless such work for another employer or self employment is inconsistent with or otherwise contrary to the reason for which the nurse is on leave.
- G. A nurse is laid off continuously for more than two (2) years.

Section 5. A temporary nurse who is subsequently appointed to a permanent position within this bargaining unit, upon successful completion of her original probationary period, will have her seniority date adjusted to reflect such temporary service; provided, the permanent appointment occurs within one (1) year of the completion of said temporary assignment.

Section 6. The Board shall recognize the seniority of employees transferring from the City Health Department as being their date of hire with the City Health Department. The Board shall recognize the seniority of employees transferring from the District Board of Health as being their date of hire with the District Board of Health.

Section 7. A bargaining unit nurse who accepts an exempt nursing position within the Health Department shall have her seniority frozen for six (6) months. Should she return to the bargaining unit within that six (6) month period, she will retain her existing seniority. After the six (6) month period, however, ONA seniority shall be broken.

ARTICLE VII

Vacancies and Job Postings

Section 1. Position openings in a classification covered by this Agreement shall be posted by administration on the ONA bulletin boards in an agreed upon area in the Downtown Clinic and the Western Lucas County Clinic for not less than five (5) work days before being permanently filled on basis of seniority from the bargaining unit. The position shall be awarded (notification) within five (5) work days after the end of the posting period. The successful bidder will be notified of an approximate starting date and training period, and will be transferred to his/her new position as soon as his/her replacement is available to succeed her, but no later than twenty (20) working days after the start date. The transferred nurse's orientation program will be directed by the Director of Health Services. The length of the orientation period should normally be one (1) week, but may be more or less depending on the nurse's training and experience. If no nurse applies from the bargaining unit during the five (5) work days posting time, the Board may go outside the unit to fill the position. Copies of the posting shall be provided to the ONA local unit president or designated alternate at the time it is posted, and copies of the award shall

also be provided to the ONA local unit president or designated alternate at the same time the successful bidder is notified.

The most senior nurse may be bypassed for selection if the Health Commissioner has documented evidence (i.e., discipline, attendance) that such transfer is not in the best interest of the operation of the Health District. Such documented evidence shall not be utilized if it pertains to events occurring more than twelve (12) months prior to the job posting. In the event that the most senior nurse is bypassed, he/she may dispute the reason(s) for being bypassed through the grievance procedure, commencing at Step 2. The burden of substantiating this action rests with the Board. Permanent appointment to the vacancy cannot take place until the grievance is resolved.

The nurse selected for the vacant position shall serve a probationary period of ninety (90) calendar days (beginning with her actual start date in the vacant position) and may be returned to the nurse's former position at any time during the probationary period at the request of either party. The nurse who successfully bids in to the vacant position as provided herein shall not be allowed to bid into any other position for a period of twelve (12) months from the date of successfully bidding into the vacant position, with the exception of the following situation: said nurse is only bargaining unit nurse to bid on the vacant position, and the parties mutually agree to allow said nurse to bid into the position, which agreement will not be unreasonably withheld.

If the Board intends to leave a vacancy unfilled, or intends to defer filling the vacancy until sometime certain, the employer shall so notify the Union within forty-five (45) calendar days of the occurrence of the vacancy.

ARTICLE VIII **Layoff Provision**

Section 1. If a layoff in the nursing force becomes necessary for: (a) lack of work, (b) lack of funds, (c) reduction of hours, (d) job abolishment as a result of lack of work, lack of funds or reorganization or (e) other legitimate reasons, thirty (30) calendar days advance notice must be given to the affected laid off employee(s) and union stewards, as well as ONA at its Columbus office. Notice will be sent to all other active nurses through the department e-mail system.

All nurses affected by the layoff will exercise their bumping rights within ten (10) working days of the original notice of layoff pursuant to this and all other Articles of this Agreement.

In instances where layoff is occasioned by a particular reduction in funding, as in the case of a government or special grant, it is understood that nurses will be bumped according to seniority rights granted within this section, from the grant payroll to another within the Board, if necessary, to insure that the seniority provisions of this Agreement are met.

If layoff occurs due to reduction of hours, then the nurse displaced can accept reduction of hours or be subject to this layoff provision. The nurse must notify his/her supervisor of the decision within three (3) days of the layoff notice.

If a vacant position exists during a lay-off situation, the vacant position will be posted according to Article VII, Section 1 of the ONA contract. If the vacant position is not filled by a more senior nurse, the nurse displaced by the layoff has the option to accept the vacant position, or to

accept layoff. If the vacant position is filled by a more senior nurse, the nurse displaced by layoff has the option to accept the position vacated by the more senior nurse or accept the layoff.

If no vacancy exists during the layoff situation, then the nurse displaced by the layoff has the option to accept the layoff or bump any nurse with less seniority.

The order of the layoff shall be as follows:

- (1) Any person who volunteers in the group;
- (2) Any newly hired temporary, provisional, or probationary nurse in the group;
- (3) If thereafter a further reduction is required, layoffs shall occur in inverse order of seniority.

Recall should be made in order of seniority.

It is the intent of the parties that the lay-off provisions contained in this section replace and supersede any contrary statutory language.

ARTICLE IX

Probationary Period – Orientation Period

Section 1. Newly employed full-time nurses shall be considered to be on probation for a period of sixty (60) work days, starting from their date of employment. Newly employed part-time nurses shall be considered to be on probation for a period of four hundred eighty (480) hours, starting from their date of employment. The probationary period may be extended by mutual agreement of the Board and ONA.

Section 2. During the probationary period, a nurse shall have no seniority rights, but at the end of the period, seniority shall be computed from the date of employment. Any discipline or dismissal during the probationary period shall not be subject to any portion of Article XI and Article XII of this Agreement.

Section 3. All newly hired nurses will be placed into a program and will not be allowed to transfer out for a one (1) year period unless mutually agreed to by the administration and ONA.

Section 4. An orientation program for newly employed nurses shall include, but not be limited to, content covering all existing nursing programs (e.g., BCMH, 60 Plus, Clinics, Shots for Tots, Outreach Programs, etc.).

The orientation program will be directed by the Director of Health Services and will be tailored to the learning needs of the newly employed nurse. At the end of the orientation program, the nurse will receive an evaluation which will serve as the basis for supervision and assistance and periodic evaluation during the balance of the nurse's probation period. The length of the orientation period should normally be four (4) weeks, but may be more or less depending on a newly employed nurse's training and experience.

Existing employees will be crossed-trained in all existing nursing programs where they lack experience and expertise so as to demonstrate competency in all nursing areas.

Section 5. A probationary nurse shall earn and accrue sick and vacation leave as of the date of hire but shall not use sick leave until after completion of thirty (30) calendar days. A probationary nurse may use up to five (5) days of accrued vacation time after completion of her probationary period.

Section 6. A probationary nurse is granted all rights conferred by this Agreement, except for those contained in Article XII, Discipline.

ARTICLE X **Employment**

Section 1. In seeking new or additional nurses, the Board shall first offer employment to nurses who may be on layoff status in accordance with the seniority provisions of this Agreement.

Section 2. At the nurse's request, she may review her personnel file in whole or in part, at the most convenient time available for the nurse and custodian of records, but at a time no later than one (1) week from the date of request. The review may occur during regular working hours to be scheduled with Human Resources and prior supervisory approval to be least disruptive to the operation and the efficiency of the organization. No part of the record may be removed during the nurse's review, but a copy of any document within the file shall be available to the nurse upon request and at no charge.

Section 3. For purposes of this Agreement a "temporary" employee is a nurse employed by the Board 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 Board to supplement but not to replace nurses employed by the Health District. The maximum time for use of a temporary nurse is sixty (60) calendar days. The Board agrees that no subcontracting or transfer shall be done which will result in the layoff of any member of the bargaining unit. Except for emergencies involving public health, welfare, and safety, the Board shall not subcontract out any work or services which have been or are being performed by the employees of the Board nor shall the board subcontract work or services that would shrink or inhibit the growth of the bargaining unit.

- (a) Prior to using a temporary or agency nurse, the Board shall offer the hours first to regular staff and second to any bargaining units nurses on recall. In the event that any bargaining unit nurse on recall refuses such an offer, the refusal will not affect any rights or benefits of recall. Temporary or agency nurses utilized shall be qualified in public health nursing. Orientation of an agency nurse shall be the responsibility of administration. No regular staff shall be displaced from his/her assigned area by an agency or temporary nurse in order that the regular staff nurse can be pulled to another area in the Health District, except by mutual agreement by ONA and the Health Commissioner.
- (b) Agency nurses shall only be utilized to temporarily replace a nurse who is absent due to sick leave or vacation, not to exceed fifteen (15) working days, unless the parties mutually agree to a longer period.

- (c) In the limited situations of personal illness, injury or maternity/paternity leaves, temporary/agency nurses may be utilized in a cost efficient manner up to a maximum of six (6) months. All conditions in this section apply prior to the utilization of temporary/agency personnel.

Section 4. Nurses shall not be required to assume work assignments so large that client needs and public health are threatened, except in cases of emergencies or with the consent of the nurse.

Section 5. The ANA Code may be considered by either of the parties at their formal meeting, or the arbitrator, or the Nursing Practice Committee, as the case may be, as one factor together with all relevant facts and circumstances giving due regard to the other provisions of this Agreement.

Section 6. Nurses covered by this Agreement will not be subject to any residency requirements.

Section 7. *ANA CODE 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 professional through individual and collective action.
7. The nurse participates in 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 requested 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.

Adopted by the American Nurses Association in 1950, Revised in 1960, 1968, 1976, 1984, and 2001.

ARTICLE XI

Termination of Employment

Section 1. Any nurse who resigns shall give the Board two (2) weeks' written notice addressed to the Health Commissioner or designee. Unused vacation and compensatory time may be taken during the notice period while protecting the efficiency of operation.

Section 2. Any nurse who leaves the employ of the Board may be afforded the opportunity for an exit interview.

Section 3. Nurses who terminate employment with the Board for any voluntary reason or who retire or die while in employment, shall receive compensation for any unused vacation accumulation, unused compensatory time, and shall also be paid longevity pay (See Article 16, Section 2) on a prorated basis representing the number of days employed since the previous anniversary date. In case of retirement or death, severance pay equal to one-half (1/2) the nurse's accumulated sick leave, not to exceed eighty (80) days or six hundred forty (640) hours, will be paid at the time of separation. In the event a nurse dies as a direct result of his/her employment with the Board, he/she shall be credited for all accumulated sick leave. Nurses whose employment is terminated for involuntary reasons will receive compensation for any unused but accrued vacation and compensatory time.

ARTICLE XII

Discipline

Section 1. The Board shall maintain the right to discipline or to discharge any nurse employed within its jurisdiction for just cause. In cases involving the discipline of a nurse, the Board shall generally follow the principle of progressive disciplinary action through a system of oral reprimand, written reprimand, suspension and dismissal. The Employer reserves the right to start at any level of progressive discipline based upon the severity of the offense.

When a nurse covered by this Agreement is to be disciplined, the charges against the nurse will be reduced to writing and presented to the nurse confirmed in writing to the ONA representative with a copy mailed to ONA at its Columbus office, by the end of the next working day. At the nurse's request, a meeting to discuss the charges may be scheduled with his/her supervisor and one (1) ONA representative. Said meeting should take place no more than three (3) working days after the charges were served upon the nurse, unless said timeframe is extended by mutual agreement, which agreement will not be unreasonably withheld.

Section 2. No nurse shall be discharged, suspended, or taken out of service without a preliminary meeting with the Health Commissioner or designee, except where necessary to immediately take the nurse out of service pending a meeting, as determined by the Health Commissioner or designee. The preliminary meeting 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 meeting 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.

Section 3. The Board shall give the nurse notice if any meeting called at the Board's request could possibly lead to discipline. The Board will also inform the nurse that she has the right to a Local Unit Representative at said meeting. A nurse shall have a minimum of one (1) ONA representative at all stages of the procedures provided in this Article.

Section 4. All grievances related to the disciplinary procedure will be initiated at the next level of supervision from which the discipline was imposed.

Section 5. Confidentiality of Disciplinary Process. All disciplinary actions and/or proceedings will be kept confidential to the extent allowed by, and in accordance with, federal, state, and local law and regulations including, but not limited to, the Ohio Public Records Act, as such law(s) may be amended from time to time.

Section 6. All disciplinary actions are to be permanently removed from the file after twelve (12) months upon the nurse's request, providing there are no intervening disciplines. Any unpaid time will not be counted towards the twelve (12) month period. Said removed records shall not be the basis for future discipline, but may be used for purposes of notice. If the disciplinary action involves attendance and/or tardiness, said records may be used for the purpose of establishing a pattern of conduct.

ARTICLE XIII **Grievance Procedure**

Section 1. There shall be established an ONA representative or his/her designee, of which a nurse may consult for the purpose of:

- A. Evaluating grievances.
- B. Accompanying a bargaining unit member at any step in the grievance procedure.

Section 2. For the purpose of this Agreement, the term "grievance" is defined as a dispute between the Board and a nurse (or nurses), or between the Board and ONA, concerning the application, meaning, or interpretation of this Agreement. The informal resolution of grievances is encouraged by the parties. An ONA representative shall be present at each step of the grievance procedure, as set forth below:

Grievance Steps.

Step 1. A nurse having a grievance, shall present a written grievance on the grievance form in Appendix B to the immediate supervisor with five (5) working days after existence of the dispute is known to the nurse. The supervisor shall render a written response within five (5) work days after receipt of the grievance. If the grievance is not resolved with the supervisor, the grievance may be appealed to Step 2. If there is no immediate supervisor, the nurse will initiate the grievance procedure at Step 2.

Step 2. If the grievance is not satisfactorily resolved at Step 1 of this procedure, the grievance may be submitted in writing, dated and signed, to the Director of Health Services within five (5) working days after receipt of the Step 1 answer. Upon the grievant's request for a meeting, the Director of Health Services or a designated representative shall promptly schedule a meeting to take place at a mutually agreeable time with the grievant, ONA representative(s), and/or a grievance representative or Local Unit Officer, for discussion purposes. If a meeting is held, the Director of Health Services shall deliver the answer in writing to the grievance representative or Local Unit Officer within five (5) working days of the meeting. If the grievant does not request a meeting, the Director of Health Services shall deliver the answer in writing to the grievance representative or Local Unit Officer within five (5) working days of receipt of the grievance.

Step 3. If the grievance is not resolved at Step 2 of this procedure, the grievance may be appealed to the Health Commissioner or his designee within five (5) working days after receipt of the Step 2 answer. The parties shall promptly schedule a hearing to take place at a mutually agreeable time that is no more than ten (10) working days after the date of the grievance was appealed to the Health Commissioner or his designee. The Health Commissioner or his designee shall deliver an answer in writing to the ONA representative or Local Unit Officer and to ONA's Columbus office within ten (10) working days of the hearing.

Step 4. If the grievance is not resolved at Step 3 of this procedure, the grievance may be appealed to the Board of Health Personnel Committee within five (5) working days after receipt of the Step 3 answer. The parties shall schedule a hearing to take place at the next monthly meeting of the Board of Health Personnel Committee, or earlier, if such arrangements can be made. The Personnel Committee shall hear the grievance and then present it to the Board at the Board's next regularly scheduled meeting. The Personnel Committee shall deliver an answer in writing to the ONA representative or Local Unit Officer and to ONA's Columbus Office within ten (10) working days of the Board meeting.

Step 5. If the grievance is not resolved at Step 4 of this procedure, then the grievance may be submitted to arbitration. Either party may appeal to arbitration by a notification in writing to the other party within thirty (30) days after the Personnel Committee's Step 4 decision. The parties will first attempt to agree upon the choice of an arbitrator. If the parties cannot agree to an impartial arbitrator, one shall be selected by the "odd man remaining procedure" from a panel of a least seven (7) individuals to be supplied by the Federal Mediation and Conciliation Service. The arbitration hearing will be scheduled to be held within one hundred twenty (120) days of the appeal unless otherwise agreed by the parties.

The arbitrator shall have the jurisdiction only over disputes arising out of grievances as defined herein. The arbitrator shall not add to, subtract from, or modify any of the provisions, terms or conditions of this

Agreement. The decision of the arbitrator shall be final and binding on the Board, ONA, and the nurse in matters pertaining to the particular grievance involved. The fee and expenses of the arbitrator shall be borne equally by both parties. Each party shall pay the cost of its own copy of the transcript of the record, if ordered. The arbitrator shall render his decision in writing to the Board and ONA at its Columbus office within thirty (30) days after the close of the hearing.

Section 3. Any time limitations within the procedure may be extended by mutual agreement of the Board and ONA. Any resolution of a grievance reached at any step of this procedure shall be binding on the Board and ONA, and the nurse in matters pertaining to the particular grievance involved. Any grievance not presented or appealed within the time limits state herein at any step shall be considered no grievance. In the absence of the required response on the part of management within the time authorized at any step of this procedure, it shall be understood that the grievance has been advanced to the next step of the procedure.

Section 4. A grievance which affects two or more nurses or which involves the disciplinary suspension or discharge of a nurse may initially be presented at Step 2 of Section 2, if presented within the time limit specified in Step 1.

Section 5. Grievance representatives and/or officers shall be permitted reasonable time to investigate and process grievances and conduct other necessary business during working hours. Said representatives and/or officers must receive prior approval by the Health Commissioner or designee and said investigation must not disrupt the normal business activities of the Health Department.

Section 6. All grievances shall be resolved in a timely manner.

ARTICLE XIV

Education

Section 1. The Board agrees that all nurses covered by the terms of this Agreement may participate in continuing education programs.

Section 2. During the term of this Agreement, nurses shall have the opportunity to attend six (6) educational discretionary days for care-related seminars, workshops, conferences, and/or ONA events without loss of earnings. These care related seminars, workshops, conferences, and/or ONA events do not have to include topics congruent with the nurses' specialties, but will require prior approval of Administration which will not be unreasonably denied.

Such continuing education offerings may be on agency premises be located off-site, be internet/electronic media based or be professional correspondence-based continuing education. These offerings must provide continuing education hours which can be applied to nursing licensure renewal and/or certification. Expenses will be assumed by the Board up to and including three hundred dollars (\$300.00) per nurse, per year. Any unused continuing education monies will be accumulated for a maximum of two (2) years but may not be carried over into the next contract term. These funds may be used to pay for the cost of the seminar/workshop, travel, and accommodation expenses, meals, and educational materials available for purchase at the conference.

If management requests or requires nurses' attendance at program-related seminars, workshops, conferences, training and/or updates, the Board will assume expenses for the nurse's attendance at said programs. These days are in addition to the six (6) days mentioned above.

Nurses may attend seminars, workshops, and conferences unrelated to health care with prior approval of the Administration, without pay and expenses.

Section 3. The Board will provide, at no costs to the nurses, CPR training programs during work time. Nurses attending these sessions will suffer no loss in pay or benefits.

Section 4. Effective with the acceptance of this Agreement, the Board will reimburse tuition costs under the conditions of this section for any courses required for a nursing/public health degree taken at an educationally accredited college or university.

The Board will reimburse the cost of tuition for any one course per academic session toward a nursing/public health degree per unit member, per year in accordance with the following schedule; 75% upon achievement of an A or the equivalent thereof, 60% upon the achievement of a B or the equivalent thereof and 50% upon the achievement of a C or the equivalent thereof. Academic session means semester or quarter hours as designated by the college or university. Upon presentation of documentation indicating that the nurse has achieved the above grade, the nurse will be reimbursed for the cost of the course pursuant to this section.

The Board will reimburse the costs of nursing certification testing and/or renewal in either community health nursing or the nurse's area of practice (not both) as specified in the American Nurse Credentialing Center (ANCC) or National Certification Corporation (NCC) certification agency.

Section 5. The Board will reimburse nurses for fees associated with the Ohio Registered Nurse License Renewal. In addition, testing costs associated with licenses, certifications, etc. which is required by law or the Health Department will also be reimbursed.

Section 6. At least seven hundred and fifty dollars (\$750.00) each year will be provided to the bargaining unit as a whole for resource materials to be purchased and maintained on the worksites. The ONA representative will coordinate the expenditures for resource materials, on behalf of the bargaining unit.

ARTICLE XV

Hours of Work and Overtime

Section 1. The normal work week shall consist of forty (40) hours of work performed in five (5), eight (8) hour shifts, with a forty-five (45) minute unpaid lunch period, starting at 8:00 a.m. and ending at 4:45 p.m., Monday through Friday of the same week.

Flexible and/or part-time work schedules may be instituted upon mutual agreement between the nurse affected and his/her supervisor. Flex time is to be used within the pay period during which it was earned unless it is not feasible to do so in which case it will be used in the next pay period. Part-time nurses will be provided the pro-rata educational reimbursement, holidays, vacation, sick time and uniform allowance benefits.

Section 2. Nurses who are scheduled to work more than six (6) hours per day will receive a forty-five (45) minute unpaid lunch, with two (2) fifteen (15) minute paid breaks during each workday, one (1) break to be taken during each half-day work period.

Nurses who are scheduled to work six (6) hours or less will be provided one (1) fifteen (15) minute paid break during each workday; typically the break will be taken during the middle of the employee's work schedule.

Section 3. Nurses shall take their lunch in the middle of their work schedule, unless otherwise approved in advance by their supervisor. Nurses shall not work during their lunch period without prior approval of the supervisor. Nurses may combine a break period with a lunch period with prior approval of the supervisor.

Section 4. It is understood that there may sometimes be a need to alter schedules due to work demands with supervisor approval.

Section 5. When a nurse attends an evening meeting as part of her work assignment, in addition to pay for time spent at the meeting, the nurse will be reimbursed for travel time in both directions. The provisions of this section will apply when the following criteria are met:

- (1) the meeting involves a group discussion or presentation (e.g. speaker),
- (2) the activity is not normally part of a nurse's routine duties.
- (3) there is a break in the work day between normal work hours and the activity, and
- (4) the meeting is attended at the request of and on behalf of the Health Department.

The same travel reimbursement will be given when a nurse works on a holiday and/or weekend regardless of whether the travel is part of a work assignment or part of her routine job duties.

Section 6. Except as provided elsewhere in this Agreement, nurses shall be paid one and one-half (1½) times their regular straight time rate of pay for all hours worked in excess of forty (40) hours per week and/or eight (8) hours in a day. With the mutual consent of the nurse and Employer, a nurse who has worked overtime with prior approval may receive compensatory time off in lieu of pay at the appropriate overtime rate. In the absence of such election the nurse shall receive pay at the overtime rate as it was earned herein and in accordance with the Fair Labor Standards Act.

Section 7. Nurses who are assigned to work weekends shall be paid at the rate of one and one-half (1½) times their regular rate of pay for all hours worked on Saturdays and/or Sundays, and (provided such nurses have been credited with forty (40) hours straight time pay in the workweek). Compensatory time for work on Saturdays and/or Sundays, at the rate of one and one-half (1½) for all hours worked, may be granted with the mutual consent of the nurse and the Employer. If no request for compensatory time is made, said overtime will be paid at the appropriate rate.

Section 8. A nurse who is approved to work on Saturday, Sunday, or a holiday shall be guaranteed at least two (2) hours pay or compensatory time at the appropriate overtime rate.

Section 9. A nurse must take earned compensatory time within 180 days of the date of accrual or be paid at time and one-half (1½) for each compensatory hour.

A nurse may not accrue more than forty (40) hours of banked compensatory time. Upon reaching forty (40) hours of banked compensatory time, any additional overtime hours worked will be paid at one and one-half (1½) time the regular rate of pay. Compensatory time will not begin to accrue again until banked hours fall below forty (40) hours. Any nurse who has more than forty (40) hours of banked compensatory time will be paid at straight time for each hour over forty (40) hours.

Section 10. A nurse who uses a personal vehicle in the performance of assigned overtime work will be entitled to mileage reimbursement as provided in Article XX, Section 1.

Section 11. Overtime/extra hours will first be offered to the nurse(s) assigned to the program requiring overtime/extra hours. In the event the nurse(s) assigned to the area declines the overtime/extra hours, such overtime/extra hours will be offered to the remaining on-site and qualified nurse(s) who are not in the midst of patient care on the basis of seniority, according to a rotating list. In the event the remaining on-site and qualified nurse(s) who are not in the midst of patient care decline the overtime/extra hours, it shall be assigned to the on-site and qualified nurse(s) by inverse order of seniority according to a rotating list.

Section 12. Overtime and compensatory time will be credited to a nurse within thirty (30) days after earning said time.

ARTICLE XVI

Wage and Rate Allowances

Section 1. Effective January 1, 2012, the nurses' hourly wage shall be increased by zero percent (0%) across the board with "me too clauses" as below.

Start Rate	<u>\$20.78</u>
After one (1) year	<u>\$21.40</u>
After two (2) years	<u>\$22.46</u>
After five (5) years	<u>\$24.29</u>
After ten (10) years	<u>\$25.70</u>
After fifteen (15) years	<u>\$27.79</u>

"Me too clause exempt and/or Administrative staff" – If the exempt and/or administrative staff of the Board of Health receive merit increases, the ONA registered nurses will receive the same percentage increase as the average of all the exempt/administrative merit increases (as defined below).

"Me Too Clause AFSCME" – If AFSCME Local 7 employees of the Board of Health receive an across the board wage increase or one-time lump sum payment, the ONA registered nurses will receive the same percentage or lump sum amount given to AFSCME Local 7. If AFSCME Local 7 receives an across the board wage increase that exceeds the agreed upon across the board increase effective January 1, 2012 for the ONA nurses, the ONA nurses will then be equal to the across the board increase of Local 7.

Effective January 1, 2013, there will be a wage re-opener.

Effective January 1, 2014, there will be a wage re-opener.

The following is an example of how the merit based increases as related to percentages would work: If the total salary of all exempt and administrative employees was \$100,000, a 1.5% increase would be \$1,500. This amount could be distributed in varying dollar amounts and percentages as long as the total amount of the increases did not exceed \$1,500. If the \$1,500 amount was exceeded, then the nurses would be entitled to a percentage increase which that dollar amount correlated to.

Entry level nurses may be given credit for community health nurse experience or nursing experience in the specialty for which he/she is being employed, if obtained in the most recent ten (10) year period prior to employment when entering the salary steps. The maximum starting wages available for a new hire and no community health experience in the most recent ten (10) years will be rate equivalent to the starting rate. The maximum starting wages available for a new hire who holds a Baccalaureate-degree in Nursing or MSN and no community health experience within the time frame specified above, will be the rate equivalent to the current salary given to a nurse after he/she has one (1) year of experience. The maximum starting rate for a new hire holding a least two (2) years of full-time experience in community health nursing, within the most recent ten (10) years, may be hired on the "after two (2) years" rate of the wage scale.

For purposes of this Article only, nurses hired at an advanced step outlined above, will progress up the wage scale as if they have worked with the employer the number of years commensurate with the step (i.e., nurses hired on the one (1) year level will advance to the "After two (2) years" step at their next anniversary, and nurses who are hired on the "After two (2) years" will advance to the "After five (5) years" step after three (3) years of actual employment.)

There will be no decrease of any nurses' wages that are in excess of those established herein nor shall they be decreased throughout the life of this Agreement.

Section 2. Longevity Pay

- (a) Registered nurses shall be entitled to and paid longevity of three percent (3%) of annual base hourly rate after five (5) years of continuous service with the Board.
- (b) Longevity pay will be based upon the nurse's anniversary date, which is that nurse's most recent date of hire.
- (c) Employees who terminate their employment with the Board for any reason, including layoff, shall have their longevity pay computed on a pro-rated basis for those numbers of months worked that year.

Section 3. A nurse who assumes the role and responsibilities of an acting/alternate position (e.g., acting supervisor, acting Director of Nursing, etc.) will be paid a four percent (4%) differential on days 1-5 of her having assumed the designated position and an eight (8%) percent differential after day 5.

ARTICLE XVII

Holidays

Section 1. The nurses shall receive the following paid holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Eve
Christmas Day
½ day on New Year's Eve (second half of day)

Section 2. If the holiday falls on a Sunday, said holiday is celebrated on the Monday following; if the holiday falls on a Saturday, the said holiday is celebrated on the preceding Friday.

Section 3. A nurse who is assigned to work on a holiday listed in Section 1 of this Article shall be compensated at two (2) times his/her regular rate of pay in addition to his/her holiday pay (or, at his/her option, the equivalent in compensatory time in addition to his/her holiday pay) for all hours worked on said holiday. Compensation, including travel and mileage, shall be provided for in Article XV and Article XX.

Section 4. Nurses will be eligible to receive holiday pay for the number of hours they would normally be scheduled to work on the day the holiday is celebrated, provided they are in an active pay status.

Section 5. If additional holidays are declared by the Federal and/or State governments, they shall be granted to nurses of the Lucas County Regional Health District.

ARTICLE XVIII Vacation

Section 1. Full-time nurses shall earn vacation with pay each year based upon their cumulative length of continuous service.

(a) Nurses shall be entitled to a paid vacation in accordance with the following schedule:

After one (1) year	thirteen (13) workdays
After seven (7) years	eighteen (18) workdays
After fourteen (14) years	twenty-three (23) workdays
After twenty-one (21) years	twenty-eight (28) workdays
After twenty-five (25) years	thirty-two (32) workdays

Accrual rates for vacation are based upon forty (40) hour work week.

(b) A nurse at his/her option may use vacation days for religious holidays.

The Board will attempt to schedule paid vacation requests taking into consideration the orderly operation of its business and the requests of the employees on a seniority basis, but the Board reserves the right to determine the number of employees who will be on paid vacation at any one time.

Any paid vacation to which an employee is entitled may be taken day by day in no less than fifteen (15) minute increments provided it does not interfere with efficiency and productivity of the Board's operations.

A nurse must request vacation leave prior to an equivalent number of days requested, i.e. two (2) weeks leave then minimum two (2) weeks prior notice, three (3) days leave then minimum three (3) days prior notice. These time frames may be waived by mutual agreement between supervisor and employee. The supervisor shall respond to all vacation requests in a timely manner.

The nurses and the supervisor will work out a schedule whereby all nurses will have the opportunity to take their vacations.

Section 2. Nurses who regularly work half-time or more but less than full-time shall earn paid vacation time on a prorated basis.

Section 3. The Board agrees to maintain a list showing the vacation and holiday accumulation of each nurse. Each nurse will receive a monthly update on the amount of his/her vacation accumulation. Unused vacation accrued as of the nurse's anniversary date may be carried over in to the next year following the anniversary date to a maximum of three hundred twenty (320) hours. Two (2) months prior to the nurses' anniversary date the Board will notify the nurse who is at or above the three hundred twenty (320) hours of accrued vacation time. The parties shall jointly attempt to schedule time off within the two (2) month period prior to the nurse's anniversary date. If the Board fails to notify the nurse of any excessive accrual above three hundred twenty (320) hours or if the parties are unable to schedule time off as provided herein, the vacation time in excess of the three hundred twenty (320) hours shall be paid out at the nurse's appropriate rate of pay on the nurse's anniversary date.

Section 4. Between January 1st – March 15th of each year, employees may request earned vacation as of the time of the request for scheduling vacation in the current calendar year. Vacation requests submitted during this period of time will be granted based upon seniority. The supervisor shall approve or deny said request in writing no later than March 30th.

Employees may also request vacation periodically throughout the year on a first-come, first-serve basis. However, in the case of time off requests submitted simultaneously which cannot be granted, then the requests shall be granted on the basis of seniority.

Requests which are made outside of the January 1st – March 15th time frame will be responded to by the supervisor within fourteen (14) days of the request. In the event the employee is not notified of the decision of the time off request within fourteen (14) days, the time automatically will be granted off.

The Director of Health Services will determine the number of nurses who may take vacation during any given period of time.

ARTICLE XIX
Leaves of Absence

Section 1. Sick Leave. A nurse is credited for sick leave with pay not to exceed fifteen (15) days or 4.615 hours per pay period, exclusive of Saturdays, Sundays, and holidays, in any calendar year in accordance with the following schedule.

1. Sick leave is earned when the nurse begins employment with the Health District, but he/she cannot use such time during the first thirty (30) calendar days of the probationary period.
2. Thereafter, 4.615 hours are credited for each pay period.
3. Sick leave benefits may accumulate without any maximum limitation.
4. With a merger, the Board will credit accumulated sick time earned by a nurse from a political subdivision of the State of Ohio, who transfers to the Board's employ.
5. Nurses may use sick leave for personal and family illness. The term "family" equals that defined below in Section 3 of this Article XIX.
6. Employees shall be granted two (2) discretionary days annually to be deducted from sick leave. Said discretionary days shall not be counted when calculating bonus vacation days per Section 7 of this Article and Appendix C (Bonus Days). Employees will give three (3) work days prior notice and prior approval from supervisor prior to using discretionary days.

Section 2. Nurses who work less than 2080 hours annually shall earn sick leave on a prorated basis according to the proportion of 2080 hours worked in a calendar year.

Section 3. Funeral Leave. A nurse who has completed thirty (30) calendar days of his/her probationary period shall be granted three (3) days paid leave to arrange for and/or attend the funeral of a member of the nurse's family. For the purpose of this Agreement, a member of the nurse's family shall include father, mother, brother, sister, spouse, child, step-child, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepmother, stepfather, grandmother, grandfather, grandchild, and other member residing in the household. The nurse, upon giving notice, shall have the right to take up to an additional three (3) days of unpaid leave or three (3) days of other accrued benefit time (i.e., vacation, compensatory, or sick time).

In the event the third (3rd) day of such period of mourning falls on Saturday, Sunday, a recognized holiday, or the nurse's scheduled, vacation day, then the first scheduled day workday thereafter shall be considered paid funeral leave. Should a death or burial in the immediate family occur in a city located more than one hundred fifty (150) miles from Toledo, an additional two (2) days for travel shall be granted with pay. A nurse may take one (1) or two (2) to attend the funeral and reserve the remaining leave to attend to legal matters made necessary by the death, but such time provided herein shall be taken within two (2) weeks of the date of burial.

One (1) day of paid funeral leave shall be granted to attend the funeral of a nurses' foster mother, foster father, foster child, aunt, uncle, first cousin, niece, and nephew.

Where a special relationship exists between the employee and any other person for whom the employee would normally not be granted time off, the employee shall furnish the affidavit to the Health District setting forth the facts as to the special relationship. This time shall be deducted from the employee's sick days.

Section 4. Relationships within this Agreement which came into existence solely on account of marriage of an employee shall be considered dissolved on the same day said marriage is dissolved by law.

Section 5. Personal illness, injury or maternity/paternity leave shall be granted to any nurse having six (6) months of service with the Board. Such leave shall be for up to one hundred twenty (120) days without pay and shall begin at the time designated by the nurse with written approval of the attending physician if appropriate. Sick leave and/or vacation leave in any amount may be used in place of or in addition to unpaid personal illness, injury or maternity/paternity leave at the option of the nurse. The employee may request additional release time prior and/or subsequent to the above stated disability. Such requests shall be made as provided in Article XIX. If the nurse returns to work within his/her approved leave time, the nurse will be returned to his/her former position, without loss of seniority or without loss of benefits earned prior to commencement of the leave. The nurse will maintain the seniority accumulated prior to going on leave but will not have accumulated seniority during the leave. The nurse will be returned to his/her former position, if available, within the classification, as determined by the Director; otherwise the nurse will be placed at the head of the eligibility list for appointment to said position.

Section 6. Other Leave with Pay. Absences for the purpose of blood donations and ONA contract negotiations or grievance hearings during normal working hours will be permitted with full compensation and with no deduction from sick or annual leave credits.

Any nurse while required to serve on a jury of any court of record shall be paid regular wages or salary for the period of time serving less the amount received as compensation from the court (not including travel vouchers). The nurse shall remit to the Board whatever sum is paid by the court as compensation for services as juror. Time so served upon a jury shall be deemed active service with the Board.

Section 7. Nurses covered by this Agreement shall be given bonus days providing the nurse has earned sick pay benefits in the previous year in accordance with the Bonus Day Table as contained in Appendix C.

Section 8. Leave of Absence without Pay. Leave of absence approved by the Health Commissioner or designee will be required when a nurse will be absent on her own accord. Request for leave of absence should be in writing and shall be signed by the nurse stating the reason for said leave. In instances of request for unpaid leave involving increments of five (5) consecutive workdays or less, immediate supervisors shall have the responsibility to approve such leave. In doing so, unit supervisors shall be responsible for the staffing needs of their units.

A leave of absence without pay may be granted for up to sixty (60) calendar days in any calendar year without loss of position. When a nurse returns from an approved leave of absence, the nurse shall return to the position from which approved leave was granted. An approved leave of absence of more than sixty (60) calendar days may be granted.

A nurse on an approved leave of absence shall continue to accumulate seniority during that period of absence. A nurse on approved leave of absence of sixty (60) calendar days or an approved extension shall maintain health benefits and life insurance to the extent permitted by the Lucas County Employee Benefits Eligibility Rules, as may be amended from time to time.

Section 9. Military Leave. Re-employment rights as provided by Federal and State law shall be observed by the Board.

Section 10. Where applicable, any leave of absence granted under this article shall run concurrently with any leave provided under the Family Medical Leave Act, the Ohio Revised Code and the Ohio Administrative Code.

ARTICLE XX
Transportation Allowance

Section 1. Nurses who use their own personal transportation in the course of their employment with the Board shall be compensated for mileage driven in conjunction with any assignment made by the Board or its authorized agent, as provided in this Article and elsewhere in this Agreement. Said compensation will be paid at the maximum allowance as determined by the IRS as business deduction, and increased following notification and validation of the same in accordance with the changes made by the IRS. Nurses will be reimbursed for parking charges accrued while carrying out Board business or attending educational programs, provided that such charges are accrued outside of the Lucas County boundaries, upon presentation of receipts.

ARTICLE XXI
Lab Coat Allowance

Section 1. Nurses will receive two (2) lab coats upon hire and then two (2) new lab coats on each succeeding year.

ARTICLE XXII
Insurance and Injury Leave

Section 1. The employer agrees to maintain the same family hospitalization plans, life insurance, family dental plans and prescription drug card plan for all full-time and part-time employees, as are provided by the Lucas County Commissioners. However, in event that any other employee group at the Lucas County Commissioner. However, in event that any other employee group at the Lucas County Regional Health District receives any better insurance benefit (i.e., family hospitalization plan, life insurance, family dental plans and prescription drug card plan), ONA nurses will also receive the better insurance benefit.

Section 2. An employee who is injured or disabled while in the performance of their duties, under such circumstances as would cause such injury or disability to be compensable under the Workers' Compensation Law of the State of Ohio, shall be carried on the regular payroll of the employer during the period of disability, provided the extent of the injury of disability prevents such person from performing the essential duties of their job and provided further that such period shall not exceed four (4) weeks. The employee must submit a "Statement of Attending

Physician” verifying the work-related disability and file a claim with the Ohio Bureau of Workers’ Compensation to be continued on the regular payroll.

If an employee returns to work prior to the expiration of the original four (4) week period and is disabled at a later date due to the same injury, the employee may use any remaining portion of the original four (4) week period and thereafter follow the procedure outlined in these rules.

Should such disability exceed four (4) weeks, the employer upon application by the employee and submission of a “Statement of Attending Physician” verifying the continued disability, may extend the period the employee is carried on the regular payroll. The length of such period, including the initial four (4) weeks and all extensions, shall not exceed one and one-half (1½) years. Injury pay extension requests, accompanied by a “Statement of Attending Physician” setting forth the illness or injury and the need for additional time, must be presented to the employer no later than one (1) week after the expiration of the original four (4) weeks disability period. If the above requirements are not fulfilled, the request for injury pay extension shall not be considered. Following the expiration of the approved leave and all extensions, the employee’s entitlement to further benefits will be determined through the Ohio Bureau of Workers’ Compensation.

It shall be the obligation of the employee to receive necessary medical treatment and to return to active work status at the earliest permitted by their attending physician and prior to the expiration of the original four (4) weeks. The employee shall be further obligated to return to active status if they are able to perform partial duties and are released to do so by their attending physician. In the event the Bureau of Worker’s Compensation should deny any claim, disability pay charged to injury days will be charged to sick, vacation or comp time, as available, to be determined by the employee.

Holiday’s which occur during approved injury disability periods shall be considered ordinary calendar days. Holiday’s which occur during injury days which are subsequently disallowed shall in no event be charged against the employee’s sick day accumulation.

The employee shall refund to the Ohio Bureau of Workers’ Compensation amounts received as temporary total disability benefits under the Ohio Workers’ Compensation Law.

Section 3. The Board will continue to provide nurses with the existing professional liability insurance (or equivalent plan) while performing duties for the Board. A copy of the insurance policy will be available for inspection by any interested nurse.

Section 4. Confidentiality of Medical Record. All employee medical information and/or medical records will be kept confidential in accordance with applicable federal, state and local laws and regulations including, but not limited to, the Ohio Public Records Act, as such law(s) may be amended from time to time.

ARTICLE XXIII

Miscellaneous

Section 1. Each nurse will be given a photocopy of her evaluation, which copy shall be presented to the nurse at the same time as the original and the nurse shall sign both.

Section 2. Members of the negotiating committee shall be excused from their regularly assigned duties for all hours spent in negotiations and shall suffer no loss of pay or other benefits, subject to provisions of Article III, Section 2.

Section 3. The anniversary date of nurses covered by this Agreement shall be the date of their most recent hire. Anniversary dates shall be used to calculate length of service, the date from which lab coats are normally provided and the date upon which pay or other economic benefits shall become effective, except as provided elsewhere in this Agreement or in subsequent Agreements. Anniversary dates shall not be adjusted or otherwise changed except as may be specifically provided for in this Agreement, and in which case a nurse so affected shall be notified in writing by the Board. Alterations of anniversary dates on account of any paid or unpaid leave of absence must be implemented according to limitations provided in Article XIX of this Agreement.

Section 4. The Board agrees to provide two (2) ONA bulletin boards, one (1) to be at a mutually agreeable place at the Public Health Department location and one (1) at a mutually agreeable place at WLCC. Said bulletin boards may be used to post only notices of meetings or other announcements, communications pertaining to ONA Local Unit, or for posting ONA/ANA communications of interest to nurses. The Board further agrees to post general Health Department notices on the ONA Bulletin Board.

Section 5. When the Board establishes new or revised policies, procedures, work rules, or other regulations, Administration shall notify the Local Unit and ONA at least two (2) weeks prior to the effective date of such policies, procedures, rules or regulations, and in any event prior to implementation. All new policies, procedures, work rules or other regulations shall be discussed between the Board and ONA. All policies, procedures, work rules or other regulations shall be reasonable and shall be uniformly applied and uniformly enforced within the bargaining unit. When existing policies, procedures, work rules or other regulations are established, they shall be posted prominently on all bulletin boards for a period of thirty (30) calendar days prior to implementation. The Board shall furnish each nurse with a copy of all newly established set of policies, procedures or regulations within ten (10) work days (if practical) before they become effective. Newly-hired nurses shall be provided with a copy of the policies, procedures and regulations at the time of hire.

Section 6. Under the determination of the Health Commissioner that a need exists to temporarily replace a nursing supervisor, the following procedure will be used:

1. Discuss the need with representatives of ONA.
2. The Health Commissioner may chose to offer the temporary alternate assignment to the most qualified (i.e., skills, demonstrated ability, and experience) nurse from within this bargaining unit. If such is accepted, the nurse will assume full supervisory responsibilities, except for dealing with discipline or grievance procedures.
 - A. Compensation as an alternate shall be paid as provided in Article XVI, Section 3.

- B. The nurse acting as an alternate shall continue to accrue ONA seniority and shall have the right to return to her position within bargaining unit upon completion of the alternate assignment.
- C. In the event a more senior nurse who expresses interest is bypassed for such assignment, she may appeal the dispute over qualifications to the Board for a final and binding determination.

Section 7. Deferred Income Fund. Nurses may contribute up to a maximum allowed by law of their income, into any of the non-taxable programs offered by the County.

Section 8. At least one (1) ONA representative or designee will be permitted to attend any Board meetings, and will suffer no loss in wages or benefits for time spent in such meetings during work hours, subject to the provisions of Article III, Section 2.

Section 9. ONA representative will be provided two (2) days per year, without loss of earning or benefits, to attend ONA activities, meetings and educational seminars.

Section 10. Cellular Service. The Board will make available cellular phone service with a company of its choice and pay monthly access charges for up to at least thirty (30) minutes plus the costs of calls that fall within Agency guidelines to the extent the total number of Agency approved calls exceed the available served minute access charge.

Cell phone will be made available to the nurses who work in the programs and/or locations where no other phone is available to them.

Section 11. Hazardous Weather Conditions. Inclement weather is a common occurrence in Ohio, especially in the winter. In inclement weather, employees should allow sufficient time to arrive to work safely and on-time. The Health Department offices, clinics and off-site business locations will be closed only in the most extreme weather conditions; for example, when local or state law enforcement officials have issued instructions for citizens to stay off the streets or when the national weather service advises residents to take cover. In addition, the Health Department offices, clinics and off-site business locations may be closed if in the opinion of the Health Commissioner or his designee, conditions exist which present a real and immediate danger to the employees and clients of the Health Department. Employees will be notified that the business is closed via the local media stations.

When hazardous weather conditions (e.g., blizzard, tornado) warrant the employer to close or delay the opening of the Health Department offices, clinics and off-site business location, employees shall be paid their regular rate of pay, if not required to work. An employee who has reported to work and is required to continue working shall be paid at the rate of time and one-half (1½) for all hours worked after the hazardous conditions are identified.

Two examples:

- (1) If the hazardous conditions occur over night and everyone is notified prior to the start of the work day that the business is closed, then everyone would be paid the usual rate of pay. If someone was required to report to work at the start of the day then that person would be granted time and one-half (1½) pay for the entire day.

- (2) If the hazardous conditions occur during the workday, e.g., at 2 p.m., the business would close and workers would get their full day pay; however, anyone required to work beyond 2 p.m. would be granted time and one-half (1½) after the business is closed (e.g., after 2 p.m.). The worker who worked after the business closed would not get time and one-half (1½) for the entire day, just for the period of time after the business was closed.

Unless the business is closed, employees are expected to report to work at their usual start time. When an employee is late for work and a level two emergency has been declared for Lucas County a two (2) hour reporting time allowance will be granted and the employee may use compensatory time, vacation time, or a discretionary day.

Level Three Snow Emergencies. In the event of a level three snow emergency in Lucas County, the Health Department offices, clinics and outreach services will be closed. In the event of a level three snow emergency in another county, in which an employee lives, that employee's absence or tardiness will be excused and the employee may use compensatory time, vacation time or discretionary day for the time away from work.

Closing of the Western Lucas County Clinic or other business sites (e.g., schools, Help Me Grow offices, etc.). When the Community Development Center, a school or other off-site business locations are closed, the effected employees must report to the downtown offices or use compensatory time, vacation time, or a discretionary day.

Section 12. The Board shall recognize City parking stickers distributed to former employees of the City Health Department transferring to the Board until those stickers expire.

Section 13. The Board shall provide ONA nurses with annual flu shots free of charge except when there is a shortage of vaccine or a prohibitive restriction on the administration of the vaccine.

ARTICLE XXIV **Savings Clause**

Section 1. The parties agree that should any article or section of this Agreement be held by competent authority to be in violation of Federal or State Statute, or Lucas County Statute, the remainder of this Agreement shall remain in effect. The parties agree to renegotiate on articles or sections held invalid.

ARTICLE XXV **Committees**

Section 1. Nursing Practice Committee. This committee will review and recommend to the Board of Health changes in nursing practices for a more efficient and/or effective delivery of services to clients.

The Nursing Practice Committee will consist of the Director of Health Services, Nursing Supervisors and two (2) nurses selected by ONA. The meetings will be held at mutually agreeable times.

Further, said committee will act in an advisory capacity to the Board of Health and will not have the authority to impact upon the terms and conditions of this Agreement.

Section 2. Labor Management Committee. The purpose of the Labor Management Committee shall be to provide a method of communication between the Board and the bargaining unit about resolving issues in the workplace. This committee shall be comprised of up to three (3) bargaining unit nurses designated by ONA, an ONA Labor Relations Specialist, and at least two (2) but no more than four (4) Employer representatives. The size of the Committee may be changed by mutual agreement. Other persons may be invited to participate by mutual agreement. The Committee shall meet on an "as needed" basis upon request of either party, at a mutually agreed upon date or time. Members designated by ONA who are scheduled to work at the time of the meetings shall be excused from work in order to attend and remain on paid time.

ARTICLE XXVI **School Nursing**

Section 1. Yearly Schedule: School nurses will follow the academic calendar of the school or school system in which they work. The number of hours worked per day and the starting and ending times of the day will be determined prior to the start of each school year. Hours will be based on state and school requirements and student needs.

Section 2. Lunch Times: School nurses will be provided one (1) fifteen (15) minute paid break, which should be taken as close to the middle of the day as feasible, or at least between the hours of 10 a.m. and 2 p.m.

Section 3. Holidays and School Breaks: School nurses will work on holidays observed by the health department but not observed by the school. School nurses will receive Holiday Pay pursuant to Article XVII, Section 3. Holiday pay will be pro-rated as described in Article XVII, Section 4 of this Agreement.

School nurses will not work on holidays observed by the school. School nurses will have the choice of taking that day off without pay or using any available comp time, vacation time, or discretionary time available to them. Nurses must submit their request to use comp time, vacation time or discretionary time during the pay period of the holiday, otherwise they will be off without pay. School nurses may also contact their supervisor in order to inquire about working in other nursing areas. In the event there is work in other nursing areas, as determined by the supervisor, this work will be offered first to the school nurses who are proficient to perform the work and based upon efficiency of operation. Such work will be based on seniority according to a rotation list among the school nurses.

Section 4. Other Scheduled Days Off- Parent/Teacher Conference Days: School nurses may work on a day that the school has scheduled off, such as Parent/Teacher Conference Days based on school requirements, student needs, and with prior approval of supervisor. Nurses may take the day off without pay or use any available comp time, vacation time or discretionary time available to them. Nurses must submit their request to use comp time, vacation time or discretionary time during the pay period of the school day off, otherwise they will be off without pay. School nurses may also contact their supervisor in order to inquire about working in other nursing areas. In the event there is work in other nursing areas, as determined by the supervisor, this work will be offered first to the school nurses who are proficient to perform the work and

based upon efficiency of operation. Such work will be based on seniority according to a rotation list among the school nurses.

Section 5. Calamity Days and School Opening Delays:

- A. School nurses will not work during hours when the school is closed unexpectedly, such as for snow, loss of electricity, water problems, etc. However, school nurses may contact their supervisor in order to inquire about working in other nursing areas, same as in Section 3 and 4 above. Nurses may also take the day off without pay or use any available comp time, vacation time or discretionary time available to them. Nurses must submit their request to use comp time, vacation time or discretionary time during the pay period of the calamity day, otherwise they will be off without pay.

- B. In the event of a school opening delay due to weather (i.e. heavy fog), unexpected event, etc., nurses may delay their start time when the school delays opening. Nurses may report to the work site at their regularly scheduled hours, safety permitting, if school staff is present in the building in order to complete daily work responsibilities. Nurse who are unable to begin their shift at the regularly scheduled time will have their choice of taking those hours off without pay or using my available comp time, vacation time or discretionary time available to them. Nurses must submit their request to use comp time, vacation time or discretionary time during the pay period of the hours off, otherwise they will be off without pay.

Section 7. Request for Vacation Time, Discretionary Time or Other Planned Absence:

School nurses should make every attempt to schedule their personal vacations or days off around the academic calendar. Such requests shall be in accordance with Article XVIII, Section 1. Individual requests should be discussed with the school nurse supervisor.

Section 8. Payroll: A nurse who works a ten month school year will have their pay adjusted so they receive a paycheck throughout the 12 month calendar year. This benefits the nurse because it ensures continuous employment services; seniority and health benefits will be uninterrupted.

A school nurse working additional hours will be compensated at their normal rate of pay if not qualifying for overtime pay.

Section 9. Movement of Nurses During the Academic Calendar: In the event a school nurse is bumped during a layoff situation, or when a school nurse bids on and is awarded a posted position, every effort will be made to transition the new nurse into the school nursing position effectively and with as minimal disruption as possible. When a school nurse leaves her position there will be sufficient orientation of the replacement nurse. This is to ensure continuity of nursing care to the students in the district, confidence that the nurse is best equipped to fill the school nursing role and assuring both parents and school district employees of the quality of care to be provided.

ARTICLE XXVII
No Strike or Lock-Out

Section 1. ONA agrees that it will not authorize, instigate or condone a strike or work stoppage which would interrupt or interfere with the operating of the Board during the term of this Agreement or while prohibited by statute. In the event a violation of this Article, ONA agrees to

take affirmative steps with the nurses concerned, to bring about an immediate resumption of normal working conditions.

Section 2. The Board agrees that it will neither lock-out nurses nor will it do anything to prevent such continuity of performance by said nurses during the term of this Agreement.

ARTICLE XXVIII **Successor and Assigns**

Section 1. All terms and conditions of this Agreement will be binding upon any and all successors and assigns of the Employer during the term of this Agreement, regardless of whether the entity has been created as a result of a sale, transfer, merger, acquisition, consolidation, lease, receivership, bankruptcy or assignment.

Section 2. The Board will provide written notice to the Ohio Nurses Association at its Columbus office, at least sixty (60) days prior to any transaction which would affect the ownership or management of the Employer or any part of its services.

ARTICLE XXIX **Alternate Dispute Resolution**

Section 1. The parties have mutually agreed upon a dispute settlement procedure which shall supersede the procedures provided for in the Ohio Revised Code Section 4114.14 (C) hereby agrees as follows:

- A. The party desiring to modify or terminate the Agreement shall send a copy of the notification to the State Employment Relations Board (SERB) along with a copy of the existing collective bargaining agreement.
- B. During the period commencing at least forty-five (45) days prior to the expiration of the existing Agreement, both parties agree to bargain in good faith in an effort to reach a settlement by the expiration of the contract.
- C. Forty (40) days prior to the expiration of the existing collective bargaining agreement, the parties having given notice to modify or terminate shall be responsible for notifying the Director of the Federal Mediation and Conciliation Service and SERB, that negotiations are under way but an Agreement has not yet been reached.
- D. If no settlement has been reached by the parties ten (10) days before the expiration of the existing collective bargaining agreement and the parties have not already mutually done so, either party may request of the Director of Federal Mediation and Conciliation Service or SERB, to appoint a mediator to assist the parties in reaching a settlement. The recommendations made by the mediator shall not be binding on the parties involved in this collective bargaining agreement.

- E. If no settlement is reached by the expiration date of the collective bargaining agreement, the impasse resolution procedures in the Ohio Revised Code Section 4117.14 (D) (1) and (G) (1-13) shall become effective.
- F. The following provisions shall govern termination of this Agreement:

This Agreement may not be cancelled, revoked, or terminated during the term of the current collective bargaining agreement between the parties or while negotiations for a new collective bargaining agreement are being conducted.

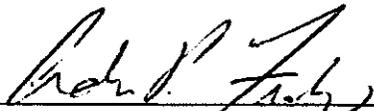
ARTICLE XXX
Duration

Section 1. This Agreement dated this first day of January, 2012 shall continue in full force and effect until December 31, 2014 except as otherwise provided herein. If either party desires to amend or terminate this Agreement, it shall, at least ninety (90) days prior to December 31, 2014 give written notice to terminate or amend. 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 December 31, 2014 subject to termination or amendment by either party on at least ninety (90) days written notice prior to December 31 of any subsequent year.

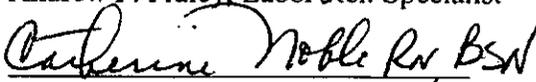
This Agreement will stay in effect in the event of a merger; until such time that a new Agreement is negotiated.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first written in Article XXX, Section 1.

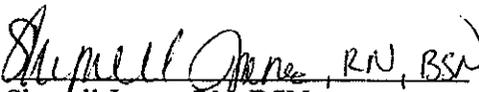
Ohio Nurses Association



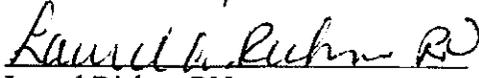
Andrew P. Fraley, Labor Rel. Specialist



Catherine Noble, RN, BSN

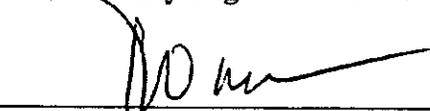


Shynell Jones, RN, BSN

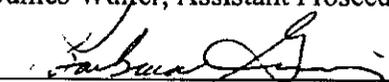


Laurel Riehm, RN

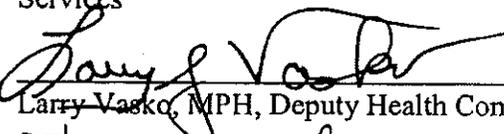
Lucas County Regional Health District



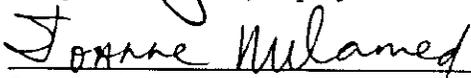
James Waller, Assistant Prosecuting Attorney



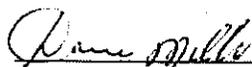
Barb Gunning, RN, BSN, PhD, Dir. of Health Services



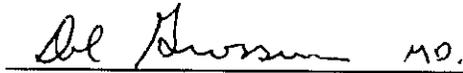
Larry Vasko, MPH, Deputy Health Comm.



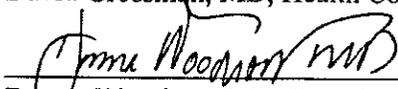
Joanne Melamed, Director of Adm. Services



Dave Miller, Human Resources



David Grossman, MD, Health Commissioner



Donna Woodson, MD, Board President

APPENDIX A
Classifications Represented by ONA

All nonsupervisory registered nurses employed by the Lucas County Regional Health District.

Appendix B

OHIO NURSES ASSOCIATION

AND

Lucas County Regional Health District

GRIEVANCE FORM

Name

Representative

STATEMENT OF GRIEVANCE: (Include all pertinent facts, remedy sought and specific section of labor agreement allegedly violated. Attach additional sheets if necessary.) Form must be submitted to your immediate supervisor within five (5) working days after existence of the dispute is known to the nurse. Photocopies of the grievance are to be given to the local unit chairperson or his/her designee, to ON at its Columbus office and a copy secured for your own records.

ONA Representative

Signature

Date

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

Signature of Immediate Supervisor

Date

TO THE GRIEVANT: If the above 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 Director of Health Services within five (5) working days of the date of the Level One decision, while sending a photocopy of this grievance given to the local unit chairperson or his/her designee, to ONA at its Columbus office, and securing the same for your own records.

I wish to appeal to Level Two:

Signature of Level Two Administrator

Date

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

ONA Columbus
Phone: 614-237-5415
Fax: 614-237-6074

Signature of Level Two Administrator

Date

(Continued)

(Appendix B – Continued)

To the Grievant: If the above is satisfactory to you no further action on your part is necessary. If, however, you wish to appeal to Level Three, you must sign this statement and submit the grievance form to the Health Commissioner within five (5) working days of the date of the Level Two decision, while sending a photocopy of this grievance given to the local unit chairperson or his/her designee, to ONA at its Columbus office, and securing the same for your own records.

I wish to appeal to Level Three: _____

Signature

Date

Step Three Decision: (Attached additional sheets if necessary)

Signature

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 Four, you must sign this statement and submit the grievance form to Board of Health Personnel Committee within five (5) working days of the date of the Level Three decision, while sending a photocopy of this grievance given to the local unit chairperson or his/her designee, to ONA at its Columbus office, and securing the same for your own records.

I wish to appeal to Level Four: _____

Signature

Date

Step Four Decision: (Attached additional sheets if necessary)

Signature

Date

APPENDIX C
Bonus Days

Sick Hours Taken

Months Worked	0<20	20<28	28<36	36<44	44<52	52<60	60<68	68<76	>76
12	5.0	4.5	4.0	3.5	3.0	2.0	1.0	0.5	0.0
11	4.5	4.0	3.5	3.0	2.5	1.5	0.5	0.0	
10	4.0	3.5	3.0	2.5	2.0	1.0	0.0		
9	3.5	3.0	2.5	2.0	1.5	0.5			
8	3.2	2.5	2.0	1.5	1.0	0.0			
7	2.5	2.0	1.5	1.0	0.5				
6	2.0	1.5	1.0	0.5	0.0				
5	1.5	1.0	0.5	0.0					
4	1.0	0.5	0.0						
3	0.5	0.0							