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A G R E E M E N T

Between

**CUYAHOGA COUNTY
DISTRICT BOARD OF HEALTH**

and the

**OHIO NURSES ASSOCIATION/
AFT, AFL-CIO**

January 1, 2019

to

December 31, 2020

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ARTICLE 1 - Recognition

Section 1. The Board of Health of Cuyahoga County shall be referred to herein as the "Board." The Ohio Nurses Association/American Federation of Teachers ("AFT"), AFL-CIO shall be referred to herein as the "ONA."

Section 2. The purpose of this Agreement shall be to give consideration to the concerns of the Board's non-supervisory full-time and part-time registered nurse employees by providing the means by which such nurses may participate in personnel policies affecting their employment; to maintain good employer-employee relationships; to maintain fair procedures for the resolution of differences which may arise; to provide for salary schedules, hours of work and other conditions of employment for the nurses covered by this Agreement, but subject to the laws of the State of Ohio and the administrative rules and regulations of the State of Ohio and the Board applicable to such employees; to mutually and cooperatively seek ways to render more effective public service; and to maintain harmonious relationships.

Section 3. The ONA is hereby recognized by the Board as the exclusive representative and collective bargaining agent for the non-supervisory full-time and part-time registered nurse employees of the Board, but not including registered nurses hired under Article 8 Section 1. Membership in the ONA is not a condition of employment. There shall be no discrimination against any nurse for joining or refusing to join the ONA, except as expressly provided for in Article 7, ONA Membership, Section 1.

Section 4. Each person employed by the Board to practice nursing must be registered or licensed to practice in the State of Ohio. Nurses shall have no disciplinary action of suspension or revocation taken against their license.

Section 5. No amendment, qualification, change, interpretation, or alteration of this agreement shall be binding or effective on any party unless it is in writing, dated, and signed by the official representatives of the parties to this agreement. The provisions of this agreement shall be applied in conformity with federal and state laws, but the voidance of any clause of this agreement because of its illegality shall not affect the balance of this agreement which shall remain in full force and effect.

ARTICLE 2 - Management Rights

Section 1. The employer shall have the exclusive right to manage the operation, control the premises, direct the working force, promulgate reasonable work rules and regulations and maintain the efficiency of operations. Specifically, the Employer's exclusive management rights include, but are not limited to, the following;

- (1) Determine matters of inherent managerial policy which include, but are not

limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology and organizational structure;

- (2) Direct, supervise, evaluate, and/or hire employees;
- (3) Maintain and improve the efficiency and effectiveness of governmental operations;
- (4) Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- (5) Suspend, discipline, and/or discharge for just cause or layoff, assign, schedule, promote or retain employees;
- (6) Determine the overall mission of the employer as a unit of government;
- (7) Effectively manage the work force;
- (8) Take actions to carry out the mission of the public employer as a governmental unit;
- (9) Determine the adequacy of the workforce.
- (10) To reasonably determine and implement necessary actions in emergency situations.

Section 2. The ONA recognizes that the Board may promulgate reasonable policies, procedures and work rules. Prior to implementing any new policies, procedures and work rules, the Board will reduce the same to writing and provide a copy to the ONA and the local unit chairperson at least ten (10) working days prior to the implementation, except in the event of emergency.

Policies, procedures and work rules that are general in nature will be provided as a hard copy to ONA and to the local unit chairperson. Program specific and nursing practice/procedure related policies will be provided as a hard copy to the local unit chairperson only.

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

ARTICLE 3 - Professional Practice

Section 1. Both parties agree that they share the responsibility to provide nursing care to the citizens who use the services of the Board which is consistent with the needs and goals of clients and the Health Department and with the responsibilities of the registered nurse as a professional practitioner. To this end, the nurses agree to abide by the ANA Code for Nurses as enumerated in Appendix A and the Board agrees to recognize the duty of such nurses to abide thereby.

ARTICLE 4 - Professional Development

Section 1. Upon successful completion of the probationary period for all new hires, four (4) professional leave days per year will be granted to full-time nurses and three (3) professional leave days per year will be granted to part-time nurses desiring to attend a professional meeting or educational workshop. One (1) professional day per year can be carried over to the next contract year, but no more than five (5) professional days can be used in any year. Probationary employees may be granted approval to attend pre-employment professional development obligations at the nurse's cost without pay or by approval of vacation time advance by the Health Commissioner. New employees are required to notify his/her supervisor in writing of any pre-employment professional development obligations within (2) two weeks of start date.

Requests shall be submitted in writing to the appropriate supervisor no later than fourteen (14) calendar days prior to the scheduled date of the Board meeting. On a case by case basis, the Board shall have the discretion to approve requests that are submitted within fourteen (14) calendar days prior to the scheduled date of the event. Requests shall include the program title and description, cost, location and plan for work coverage. Approval shall be at the discretion of the appropriate supervisor or the division director. The factors to be considered in determining whether to approve a particular request will include; application of the program to the nurse's present assignment; availability of other similar programs; cost of the program; prior requests by the particular nurse; and availability of funds. An expense reimbursement of up to seven hundred and fifty dollars (\$750.00) per contract year will be paid by the Board to each nurse for costs incurred in attending continuing education classes. This reimbursement may be used for any accredited continuing education course regardless of format (for example online or correspondence courses.)

Upon successful completion of the probationary period, the annual seven hundred and fifty dollars (\$750.00) may also be used by nurses for college courses being taken to obtain a BSN or an MSN, a degree in public health, course work related to public health or community health and/or appropriate certification. This paragraph only applies to nurses that cannot participate in the ONA tuition assistance program by reason of seniority.

Full and part-time nurses may participate in the ONA Nursing Tuition Assistance Program subject to the following terms, conditions, and process as set forth in the employer's agency-wide Tuition Assistance Program, a copy of which is found in Appendix E which may be amended or revised from time to time at the discretion of Employer but subject to the following conditions as applied to ONA bargaining unit members:

1. Up to \$4000.00 per nurse per calendar year for qualified graduate program/courses;
2. Up to \$2675.00 per nurse per calendar year for qualified bachelor's program;
3. Up to \$1353.00 per nurse per calendar year for associate's degree or certification programs.

In the event that these amounts are increased in the agency-wide Tuition Assistance Program, the higher limits will apply to the bargaining unit without the need to reopen the contract for further negotiations.

If the amount of the reimbursement exceeds a pooled twelve thousand dollar (\$12,000.00) annual, aggregate limit, the Board will pay reimbursement to nurses in order of seniority subject to discretion of the board.

Nurses shall maintain current employment throughout the time period they are attending courses for which funds are requested.

Any nurse receiving tuition reimbursement is required to continue in the Board's employment for nine (9) months after the completion of the course work covered by the tuition reimbursement payment.

If the nurse chooses to leave the Board's employment prior to such time period, the nurse shall repay the Board monies received as tuition reimbursement for the course work in question.

Should the nurse not complete nine (9) months of employment with the Board after completing the course work the cost will be deducted from the nurse's final paycheck on a pro-rated basis.

Section 2. Nurses may be requested to attend programs by the Board. The cost for these programs shall be totally reimbursed and, if applicable, registration, mileage, lodging and per diem will be paid as set forth in the Agency Travel Policy. Further, any days spent in attending a required program, shall not be counted as professional leave days.

Section 3. Any nurse intending to secure a nursing or related degree may attend, during normal work hours, one (1) academic course per quarter or semester, without pay, providing satisfactory arrangements can be made for coverage of the essential services without expense to the Board.

Section 4. An educational leave of absence without pay or benefits may be granted to an employee nurse of the Board of Health for a period of up to one (1) year upon the approval of the Health Commissioner. During this leave of absence, seniority shall remain frozen. The employee, if possible, shall have the right to purchase health insurance at the group rate. Nurses who have been granted an educational leave shall have the position held open for the nurse for no less than twelve (12) weeks. For leaves beyond twelve (12) weeks, where the nurse's position has been filled, the nurse will be given a similar or equal position at the same pay rate and status upon return.

ARTICLE 5 - Professional Practice Committee

Section 1. The Professional Practice Committee shall be established and continue during the term of the contract. Participants shall consist of a representative from ONA or a designee, one (1) local unit officer, up to two (2) bargaining unit nurses designated by ONA, and no more four (4) employer representatives.

Section 2. The purpose of the Committee is to foster improved communication and to promote a climate of professionalism and constructive employee-employer relations. The Committee will function in an advisory capacity and may consider any issues relating to labor management; labor relations; training; staffing; health and safety; or nursing practice and may include but is not limited to topics such as ethics; evidence-based practice; research and its impact on policy and procedures; standards of care; clinical practice; licensure; and cross-training; or any other issues of mutual concern.

Section 3. The Committee shall meet four (4) times a calendar year preferably in February, May, September and November, unless waived by a majority of the members of the committee. The Committee shall meet on such days and times as mutually agreed to in advance. Additional meetings may be held by the agreement of the majority of the committee. Each party shall designate one of their members to act as a co-chairperson for the calendar year. The co-chairs shall designate a member to act as secretary of the committee. Parties shall meet at a mutually agreed upon time for all committee meetings. The secretary of the committee shall prepare and provide a copy of the minutes of the meeting to all committee members. Bargaining unit nurses who serve on the committee will be reimbursed at their appropriate hourly rates for those hours spent at committee meetings, but there shall be no overtime or comp time earned for such service. Matters proposed for discussion shall be exchanged and agreed upon by the co-chairpersons, and the committee secretary shall disseminate an agenda to committee members at least five (5) working days before a meeting.

Section 4. The Committee shall not be empowered to effect the change of any of the terms of this Agreement or any other matter affecting the employment relationship between the Board and any nurse.

Section 5. By mutual agreement, either party may invite the voluntary presence of any person possessing specific expertise not available on the committee who can assist in the presentation of views related to a matter under discussion.

Section 6. Majority recommendations of the committee together with dissenting views, if any, shall be submitted in writing to the Health Commissioner for review and due consideration.

ARTICLE 6 - Probationary and Orientation Periods

Section 1. Newly employed nurses shall be considered to be on probation for a period of one hundred and eighty (180) calendar days, starting from their date of employment. Probationary nurses will be evaluated on their performance between sixty (60) and ninety (90) days and between one hundred and fifty (150) and one hundred and eighty (180) days. The probationary period may be extended up to thirty (30) days by mutual agreement of ONA and the Board. While on probationary extension, the nurse will be evaluated after fourteen (14) days and at the end of the probationary extension. In the event that the probationary period is extended up to thirty (30) days, the Board will provide a copy of the nurse's written evaluation of the nurse's performance at the end of the period and specifically discuss the reasons for extension with the nurse. In the event the nurse does not satisfactorily complete the probationary extension, the nurse will be terminated.

Section 2. During the probationary period, a nurse shall have no seniority rights and shall not be allowed to bid on vacant positions or bump in the event of a layoff, 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 the grievance procedure herein.

Section 3. During the probationary period, a nurse is granted all rights conferred by this Agreement, except for those contained in Article 4, Professional Development, Section 1 and Article 18, Discipline. A nurse shall become eligible for benefits on the following schedule:

Hospitalization	(Set by insurance companies)	After 30 days
Dental	(Set by insurance companies)	After 30 days
Life Insurance	(Set by insurance companies)	After 30 days
Sick Days		Begin to accrue on first day of employment
Vacation Days		Begin to accrue on first day of employment
Personal days		Full-time after four months and part-time after six months

Section 4. The Board agrees to provide orientation to all newly hired nurses. Newly hired nurses will be oriented to the program to which the nurse is assigned and other nursing programs operated by the Board. This initial orientation will be completed during the nurse's probationary period for newly hired nurses during their one hundred and eighty (180) day probationary period. The orienting nurse will be assigned a mentor/preceptor, and the orientation will be overseen by the supervisor responsible for the clinical practice area. Weekly reviews with the mentor/preceptor and orienting nurse may be conducted to determine goals and objectives, progress and competencies obtained, and the need for additional learning experiences.

ARTICLE 7 - ONA Membership

Section 1. All nurses presently employed who belong to the Ohio Nurses Association, or who shall become members of ONA after the date this Agreement is properly signed and ratified, shall as a condition of employment, maintain their membership in good standing with that organization and shall remain members of ONA for the duration of the Agreement unless notice to withdraw is tendered as provided herein.

Section 2. An employee may revoke their membership and dues by submitting their intent via U.S. Mail to the Union within a period not less than thirty (30) days and not more than forty-five (45) days before the annual anniversary date of this agreement, or the date of termination of this agreement between CCBH and ONA, whichever occurs sooner. The Union warrants and guarantees to the Board that no provision of this article violates the constitution or laws of either the United States of America or the State of Ohio.

Section 3. ONA shall notify the Board in writing of any nurse who has failed to pay his/her membership dues in accordance with this Agreement and shall demand that the nurse pay membership dues within ten (10) days of the notification.

Section 4. The local unit chair or designee will provide each orientee with ONA local unit orientation. The one-half hour orientation will be given during paid work time and will be scheduled by the local unit chair or designee in collaboration with the orientee's supervisor.

ARTICLE 8 - Substitute Nurses

Section 1. The Board may hire substitute nurses when a regular staff member is ill or required to be off duty and there is not sufficient staff to cover the duties. A substitute nurse is a nurse filling a job for which there is a recognized incumbent on leave and/or who works in a single position not more than sixty (60) days per calendar year, provided that a substitute nurse may work more than sixty (60) days per calendar year without being considered subject to this Agreement if that substitute nurse is filling in for a bargaining unit nurse who is on a leave of absence which extends beyond sixty (60) calendar days or by mutual agreement of the parties.

Section 2. The Board may also hire temporary nurses in the event of a large demand due to an emergency such as a mass inoculation or a natural catastrophe. A temporary nurse is a nurse from an outside agency which is subcontracted by the Board to supplement but not to replace nurses employed by the Board. A temporary nurse will not be used longer than sixty (60) days in a calendar year, absent mutual agreement between the parties.

Section 3. Substitute and temporary nurses can only supplement and will not displace any bargaining unit nurse and will not receive any benefits. A substitute or temporary nurse will not be used to avoid filling any vacancies.

Section 4. Prior to utilizing substitute or temporary nurses, the Board will first offer such additional available hours to part-time nurses. Prior approval of the service area director is required to be paid overtime pursuant to Article 30 of this Agreement.

ARTICLE 9 - Dues Deduction

Section 1. The Board will deduct ONA dues on a bi-weekly basis in the sum authorized by the nurse upon receipt of such authorization in writing.

Section 2. In the event the earnings of any nurse subject to Section 1 above is less than the amount authorized to be deducted, the Board shall not be obligated to make the deduction for such period in succeeding months, it being understood that ONA will arrange collection of dues for any such month or months directly with the nurse.

Section 3. The Board's obligation to make any deductions required by this Article shall automatically cease upon the termination of the employment of any nurse who made such authorization or upon the transfer of any nurse to a position not covered by this Agreement, provided that the Board will continue deduction of dues if the nurse requests as long as the County Fiscal Officer permits.

Section 4. ONA agrees to indemnify and save the Board harmless from and against any suits, claims, demands, liabilities, costs or expenses which may be incurred by or imposed upon the Board by reason of any action taken by the Board under this Article at the request or direction of a representative of ONA or taken by the Board for the purpose of complying with any provision of this Article.

Section 5. The Board shall provide the local unit chairperson of ONA, and the ONA staff person, information on new hires, promotions, leaves of absence, terminations, and resignations affecting members of the bargaining unit on a monthly basis providing full name, address, home phone number, date of action and rate of pay.

Section 6. Within twenty (20) days of the effective date of this Agreement, and in January, April, July and October of each year, the Board will furnish ONA and the chairperson of the local unit with a complete list of all nurses covered by this Agreement, showing rate of pay, date of hire, home phone number and addresses.

Section 7. Deductions provided in this Article shall be transmitted to ONA no later than the tenth (10th) day following the dues deduction or as soon as practicable. The Board will furnish ONA, together with its check for ONA dues, an alphabetical list of all nurses whose dues have

been deducted.

ARTICLE 10 - ONA Activities

Section 1. No nurse shall engage in any ONA activity during working hours, other than processing grievances under the Grievance Procedure in Article 16, and contract negotiations.

Section 2. The Chairperson, two (2) additional members of the ONA local unit and an ONA staff person shall have the right to be present at negotiation proceedings for purposes of collective bargaining between the Board and ONA. The Board will have one (1) Chairperson and three (3) supervisory members present at the negotiation proceedings for the purposes of collective bargaining between the Board and the ONA.

Section 3. The ONA local unit negotiation team members will be relieved from their nursing duties to participate in negotiations and they shall receive their regular rate of pay for all regularly scheduled work hours attending negotiations, but no overtime shall be paid or comp time earned for such services. Additional time off for negotiation preparation meetings shall be considered prior to the commencement of negotiations and take into consideration the organizational and scheduling needs of the Division.

Section 4. The grievant(s) and the local unit chairperson or her designee will be paid for time spent in meeting with management with respect to a pending grievance or in an arbitration hearing, if such time is spent during the scheduled working hours, but no overtime shall be paid or comp time earned for such services.

The local unit chairperson, or designee, shall be permitted reasonable time to investigate and process grievances. When carrying out these activities during working hours, the local chairperson, or designee, shall first obtain supervisory permission; such permission shall not be unreasonably withheld.

ARTICLE 11 - Printing

Section 1. The ONA and the Board will share equally in the cost of printing this collective bargaining Agreement.

ARTICLE 12 - No Strikes

Section 1. During the term of this agreement, ONA and the members of the bargaining unit shall not engage in any strike (including any work stoppage, slow down, picketing, sickout, boycott, stay home, sit down, stand in, sympathy strike, refusal to cross any picket line which

violates Ohio Revised Code Chapter 4117 or this section or any other form of restriction of production or interference with operations). ONA further agrees to strictly observe the requirement of Ohio Revised Code Chapter 4117 and the rules of SERB relating to strikes.

Section 2. In the event a strike occurs, ONA shall take all measures available under its constitution and rules to bring a prompt end to the stoppage. ONA shall promptly instruct all bargaining unit employees to immediately cease and desist in any activities in violation of Section 1.

ARTICLE 13 - Seniority

Section 1. Seniority is the right of a nurse to continue in the employment of the Board and to exercise job rights under the terms and condition of this Agreement.

Seniority for the registered nurses will be figured by the Civil Service formula, yielding the retention points. Retention points will appear on the seniority list along with the date of hire for each registered nurse.

Section 2. Any of the following shall cause a nurse's seniority to be broken and terminated:

- (A) Voluntary resignation;
- (B) Dismissal for just cause;
- (C) Failure to return from layoff after being recalled; and
- (D) Remaining on layoff continuously for two (2) years.

Section 3. The Board shall prepare and send via U.S. mail or e-mail to each nurse by January 15th of each calendar year, a seniority list. A nurse who has not made written objection to the list within two (2) calendar weeks of its being made available will not be permitted to do so thereafter. The local unit chairperson shall receive this list in writing by January 15th of each calendar year.

Seniority and years of service shall be computed according to the provisions of this Agreement, in compliance with the Statutes of Ohio and the procedures and rules of the Ohio Department of Administrative Services.

ARTICLE 14 - Reduction in Force (Layoff)

Section 1. ONA recognizes the Board's exclusive jurisdiction to hire, discipline or discharge for just cause, layoff and promote as specified in Article 2, Management Rights.

Layoff procedure will not consider whether a registered nurse is part time, full time, or nurse classification as a factor of layoff.

Section 2. A reduction in force is defined as the elimination of position(s), closure of service area(s), decrease in hours, layoff of excess staff resulting from consolidation(s), combination(s) or merger(s) of service areas or positions. If a reduction in the nursing force becomes necessary, the seniority of all nurses covered by this Agreement, based on the seniority/retention points list, shall be utilized in the layoff procedure.

When the Board determines it is necessary to engage in a defined reduction in force, the Board will determine the number of positions to be reduced and which nurses will be affected based on bargaining unit seniority.

Section 3. If a reduction in the nursing staff becomes necessary, the layoff procedure will be as follows:

- (1) The Board will terminate the use of temporary and substitute nurses;
- (2) he Board will seek volunteers for layoff in the bargaining unit;
- (3) If there are no volunteers, layoffs will occur in inverse order of seniority.

Recalls from layoffs will be in order of seniority.

Section 4. A nurse whose work assignment changes as a result of a layoff will be given a one hundred and twenty (120) day orientation period. The orientation period shall allow the reassigned nurse an opportunity to learn the policies, procedures and skills unique to the new assignment. During the orientation period, the nurse will receive periodic feedback from the supervisor.

Section 5. If the Board must reduce the hours of work associated with a bargaining unit position (Full-time to part-time, part-time to lesser hour part-time), layoff shall be done on the basis of retention points (as defined in Article 13, Seniority). In the event the nurse with the lowest retention points whose hours are reduced chooses not to take a reduction in hours, the nurse shall notify the Director of Nursing or Service Area Director in writing, within three (3) days after receiving notice of reduction that the nurse wishes to take layoff rather than a reduction in the nurse's hours (Full-time to part-time, part-time to lesser hour part-time).

Nurses reinstated after layoff shall receive credit for service prior to layoff. Seniority will be broken when a nurse resigns or is terminated for cause, fails to return from layoff after being recalled or remains on layoff continuously for two (2) years.

ARTICLE 15 - Vacancy

Section 1. Vacancy is defined as openings in jobs (full or part-time) that are or may be the result of resignation, retirement, layoff, discharge, additional or new program funding and/or new or expanded contracts. When a vacancy occurs in a full-time or part-time position, it will be

posted at the Board's main office for a period of two weeks and mailed to each nurse and be sent to bargaining unit nurses via email. Nurses will have two (2) weeks from notification to advise the Director of Nursing or Service Area Director of their interest in being considered for the position, during which time the position will not be filled. At the end of the notification procedure, the Board will award the position to the senior applicant who, in the Board's judgment, possesses the qualifications set forth by the Board in the job posting and demonstrated in the job interview. A nurse shall not be entitled to place another bid until six (6) months has elapsed from the date of the Board's approval of the position.

Section 2. The Board agrees to provide orientation to all nurses that transfer to new positions. Orientation for transferring nurses will be based upon the competencies needed for each practice area. This initial orientation will be completed within one hundred twenty (120) days of transfer for transferring nurses. The orienting nurse will be assigned a mentor/preceptor, and the orientation will be overseen by the supervisor responsible for the clinical practice area. Weekly reviews with the mentor/preceptor and orienting nurse may be conducted to determine goals and objectives, progress and competencies obtained, and the need for additional learning experiences. A transferring nurse will be evaluated at the conclusion of the one hundred twenty (120) day orientation period, and will not be subject to a probationary period.

ARTICLE 16 - Grievance Procedure

Section 1. A grievance is defined for the purposes of this provision as a dispute or difference between the Board and ONA, or between the Board and a nurse covered by this Agreement concerning the interpretation and/or application of, or compliance with, any provision of this Agreement, or concerning any disciplinary action, but only to the extent permitted hereinafter.

Section 2. When any such grievance arises, the following procedure shall be observed:

Step 1. Any nurse or nurses may state their grievances to their immediate supervisor, or other designated management representative, either alone or accompanied by a representative of the ONA local unit, if the nurse so wishes. Any such grievance shall be presented in writing within ten (10) working days after the nurse had knowledge of the event upon which the grievance is based and shall contain (1) a statement of the grievance, (2) the section(s) of this Agreement alleged to be violated, if any, and (3) the remedy or relief sought by the nurse on the grievance form attached hereto. The ten (10) working days aforementioned do not accrue during an approved leave and/or while using any accrued time. The immediate supervisor shall give the nurse a written answer to the grievance within ten (10) working days.

Step 2. If the grievance is not satisfactorily resolved in Step 1, the nurse or nurses may submit their grievance in writing to the Director of Nursing/Service Area Director, or designee, within ten (10) working days after receipt of the Step 1 answer. The nurse or nurses may at this step and thereafter be represented by a staff person of the Ohio

Nurses Association. The nurse(s) and/or ONA may request to meet with the Director of Nursing/Service Area Director, or designee, within ten (10) working days after the appeal has been filed. The Director of Nursing/Service Area Director, or designee, shall give the nurse and ONA a written answer to the grievance within ten (10) working days of receipt of the grievance or date of the meeting, whichever is later.

Step 3. In the event a settlement is not reached with the Director of Nursing/Service Area Director, or designee, within ten (10) working days in the form of a written answer after the grievance or meeting is submitted, the grievance may then be submitted to the Health Commissioner, or designee, within ten (10) working days after the receipt of the Director of Nursing/Service Area Director, or designee's, written answer. The nurse and/or ONA may request to meet with the Health Commissioner, or designee, within ten (10) working days after the appeal has been filed. The Health Commissioner, or designee, shall give the nurse and ONA a written answer to the grievance within ten (10) working days.

Step 4. In the event agreement has not been reached with the Health Commissioner in ten (10) working days, or in the event a decision has been issued directly by the Board to a nurse, the grievance may be submitted to an arbitrator for final and binding determination filed upon the request of the Ohio Nurses Association or the Board, within twenty (20) working days after the receipt of the Health Commissioner's written answer or decision of the Board. The parties shall utilize the Federal Mediation and Conciliation Service for the selection of the arbitrator and for the controlling rules with respect to the arbitration. A request for an arbitration panel must be submitted to FMCS within thirty (30) calendar days of the date of the demand for arbitration, unless both parties mutually agree to an extension. An arbitrator shall be selected from a list of seven (7). The parties shall alternatively strike the names of the arbitrators until only one name remains. Either party may reject an entire list of proposed arbitrators on one (1) occasion only, in which case a second list shall be requested from FMCS and both parties shall be required to strike names alternately from the list until an arbitrator is selected. The arbitrator shall be requested to issue a decision within thirty (30) calendar days after the conclusion of the testimony and argument or submission of final briefs. The arbitrator shall not have the power to add, subtract, modify or supplement any of the terms of the collective bargaining 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, subject to judicial review of the arbitration decision pursuant to Chapter 2711 of the Ohio Revised Code.

Section 3. The cost of the arbitrator shall be borne equally by the parties.

Section 4. The cost of any transcript of the proceedings, if one is taken, shall be shared if both parties take a copy or paid for by the party requesting it if the other side does not want it.

Section 5. The parties shall exchange the names of witnesses and provide each other full

discovery upon timely request prior to any scheduled arbitration hearing.

Section 6. All time limits in this Article may be extended by agreement of the parties. Working days do not include Saturday, Sunday or contractual Holidays.

Section 7. A grievance which affects or is brought forth by two or more nurses or ONA may initially be presented at Step 2 of the procedure described in Section 2 of this Article. Any grievance regarding the discharge or suspension of a nurse may be initiated at Step 2 of the procedure described in Section 2 of this Article.

ARTICLE 17 - Termination of Employment and Reduction in Hours

Section 1. Except for good cause shown, each nurse who intends to terminate the nurse's employment shall give written notice thereof to the Health Commissioner not less than thirty (30) days prior to the termination date. In no event shall such notice be given less than fourteen (14) days prior to such termination.

Section 2. Except for good cause shown, the Board shall give written notice to any nurse not less than thirty (30) days prior to permanently reducing the nurse's hours. In no event shall such notice be given less than fourteen (14) days prior to such reduction.

Section 3. Disputes concerning good cause may be referred to arbitration by either party as provided in Article 16, Grievance Procedure.

ARTICLE 18 - Discipline

Section 1. The Board shall have the right to discipline or discharge any nurse for just cause.

Section 2. A nurse shall have the right, when anticipating discipline, at her request, to the presence of a local unit representative at any meeting to which she is called at the Board's request, provided that a local unit representative is available at the time that the meeting is held. If no local unit representative is available, the nurse may request the presence of another bargaining unit member, or to have the meeting rescheduled to a time when a local unit representative would be available.

Section 3. A nurse who is disciplined shall be given a copy of the disciplinary action notice at the time such action is taken against the nurse, and shall be required to sign the notice acknowledging receipt thereof. In all cases of discipline, a copy of the disciplinary action notice shall be mailed via US mail to ONA and the local unit chairperson within two (2) working days after the action is taken.

Section 4. The Board recognizes the right of a nurse to appeal disciplinary action taken

against the nurse through the grievance procedure provided for in this Agreement, including the reasonableness of any work rule relied upon in taking the action.

Section 5. The local unit chairperson shall designate in writing to the Director of Nursing those bargaining unit members authorized to act as local unit representatives in connection with the processing of grievances. The Director of Nursing shall be advised promptly in writing of all changes.

Section 6. In the case of a discharge or suspension, the Board will recognize a grievance timely initiated by ONA where the nurse affected was unable to file a grievance within the time limit provided herein because of circumstances beyond the nurse's control.

Section 7. Disciplinary actions including verbal warnings and written reprimands that are eighteen (18) months or older shall not be applied toward future disciplinary actions and shall be removed from the nurse's personnel record after eighteen (18) months from the date of the incident. Disciplinary actions involving "Board actions" that are twenty-four (24) months or older shall not be applied toward future disciplinary actions and shall be removed from the nurse's personnel record after twenty-four (24) months from the date of the incident.

ARTICLE 19 - Driving Records

Section 1. Nurses who are required to drive vehicles in performing their duties for the Board shall maintain a valid driver's license and maintain insurance at levels prescribed in the Ohio Revised Code. Nurses who have had their license suspended, revoked or become uninsurable shall be subject to re-assignment, unpaid leave of absence not to exceed ten (10) working days, reduction in hours or other appropriate action, including removal. It is the nurse's sole responsibility to inform the director if the nurse's license is suspended or revoked or the nurse is uninsurable.

Section 2. A nurse must annually provide the office manager with a copy of the nurse's valid Ohio driver's license and a copy of the declaration page of the nurse's current automobile insurance policy. The nurse may present a copy of the declaration page of the nurse's current automobile insurance policy with the premium information redacted or provide a letter from the insurance company that sets forth the level of coverage maintained or an insurance card that sets forth the level of coverage maintained.

ARTICLE 20 - Part-Time Nurses

Section 1. Nurses regularly employed for less than full time shall receive sick leave, hospitalization, dental and vacation benefits based on the proportion of the normal work year worked by them as per other Articles and Sections of this Agreement. They shall be entitled to the legal holidays specified in Article 24, Section 4, Holidays. Seniority for part-time nurses will

be calculated on a pro rata basis, per Article 13, Seniority.

Section 2. A part-time nurse who has approved overtime shall be compensated with pay or compensatory time as per Article 30, Section 1, Compensatory Time.

Section 3. Prior to utilizing substitute and temporary nurses for clinic work, the Board will first offer such additional available hours to part-time nurses so long as overtime is not used. Qualified part-time nurses will be offered additional hours by rotational order of seniority.

ARTICLE 21 – Wages

Section 1.

Effective January 1st, 2019 the following wage will apply to all nurses in the bargaining unit.

For the year 2019 the starting wage scale will be:

PHN 1 Step 1/Minimum Rate: \$24.14

PHN 2 Step 1/Minimum Rate: \$25.10

PHN 3 Step 3/Minimum Rate: \$26.56

Although the schedule is no longer published in the contract, employees will maintain their current wage rate with the modifications below.

Beginning with the first full pay period of January, 2019, members of the bargaining unit will receive a SALARY increase of 2% added to their respective base pay.

Beginning with the first full pay period of January, 2020, members of the bargaining unit will receive a SALARY increase of 1.5% added to their respective base pay plus a three hundred and eighty dollar (\$380) lump sum payment per member. Beginning with the first full pay period of July, 2020, members of the bargaining unit will receive a SALARY increase of 1.25% added to their respective base pay.

The Cuyahoga County District Board of Health agrees that the Board will not bring a newly hired nurse in any classification at more than six (6) percent above the minimum rate.

Section 2. All full-time nurses will be paid in twenty-six (26) equal pay periods over a twelve-month period except that if a nurse is not entitled to a full 75 hours pay, the nurse will receive pay for hours worked. All nurses employed for fewer than twelve (12) months over the same period shall have the option of receiving biweekly paychecks over the period which the nurse is actually employed, or of receiving twenty-six (26) equal paychecks for work performed starting

with the date of her return to work for the academic year and commencing with the last pay period in August.

Section 3. A nurse who is required to fill in for another nurse will be paid at the nurse's regular rate of pay.

Section 4. Any nurse who has met the qualification of PHN I and has had no Board action pending or has had no Board action taken within the preceding twenty-four (24) months will be promoted to PHN II and will receive the minimum starting pay for PHN II or a two percent (2%) increase added to their base pay, whichever is greater, upon reaching two (2) years of continuous service with the Board.

Any nurse who has met the qualifications of PHN II, has a BSN or MSN and has had no Board action pending or has had no Board action taken within the preceding twenty-four (24) months is eligible for promotion to PHN III after PHN II. Any nurse who has met the qualifications of PHN II, has a BSN, MSN or upon reaching ten (10) years of continuous service with the Board and has had no Board action taken within the preceding twenty-four (24) months is eligible for promotion to PHN III after PHN II and will receive the minimum starting pay for PHN III or a two percent (2%) increase, whichever is greater, upon their base pay upon reaching ten (10) years of continuous service with the Board.

The increases included in this section are in addition to salary increases outlined in Section 1 and are calculated on base rate of pay upon reaching the outlined continuous years of service date.

No nurse will be initially hired as a PHN III unless they are BSN prepared and have one (1) year of public health experience.

A year of "continuous service" is defined as the completion of one thousand nine hundred and fifty (1,950) hours. Continuous service shall be broken by resignation, retirement, termination of employment, and frozen for any absence without pay.

Section 5. School Nurses/Academic Year. The academic year for school nurses shall consist of up to five (5) days prior to the start of classes and at least one (1) day following the last day of classes.

Section 6. The Nurse will be paid at an appropriate rate calculated by the CFO or his/her designee subject to the limitation that the hourly wage for PHN III shall not exceed \$ 37.04. These maximum wage rates are equal to the maximum rate established in the CCBH non-bargaining pay plan for the pay grade applicable to these two positions. If, during the term of this contract, in the event CCBH - modifies the non-bargaining wage pay plan and the maximum wage rates for the pay grade applicable to PHN II and/or PHN III changes to a higher rate, then the higher rate will apply to the respective positions without the requirement for reopening the contract for further negotiation.

Any Nurse whose hourly wage at the time the Nurse is eligible for any salary increase exceeds the maximum rate established in the paragraph above, shall be eligible for a salary increase approved as part of this contract. The salary increase shall only be paid out in a lump sum such that the payment will not cause an increase in the base hourly rate of that particular nurse.

ARTICLE 22 - Mileage Reimbursement

Section 1. Mileage reimbursement will be computed and paid each month at the applicable IRS mileage rate in effect at that time. If the maximum allowable IRS mileage rate is changed, the Board will implement such new rate within ten (10) weeks of the IRS effective date for such change, provided however that such change only be effective prospectively after Board implementation and will not be retroactive.

Section 2. Reimbursement for miles traveled beyond normal limits will take into account traffic conditions, time constraints and safety concerns and must be discussed with and approved by the immediate supervisor prior to submission of the mileage report.

Section 3. If reimbursement is going to be longer than six (6) weeks, written explanation shall be provided to the affected nurse.

ARTICLE 23 - Insurance

HEALTH CARE, PRESCRIPTION, DENTAL AND VISION

Section 1. The Board will make available to all eligible members of the bargaining unit hospitalization/medical, prescription, dental and vision coverage (hereinafter "health care plan") as selected by the Board. Prior to a decision of the Board regarding changing health or dental insurance carriers, the Board shall meet with ONA representatives and provide ONA with all viable quotes for health care or dental coverage under consideration by the Board.

Bargaining unit members working seven and one-half (7.5) hours per day twelve months per year will pay ten percent (10%) of the total monthly premium for single or family coverage, per month, which may be modified as provided in Section 7 herein, through a bi-weekly payroll deduction.

Bargaining unit members working less than seven and one-half (7.5) hours per day twelve months per year will pay for single or family coverage, per month, through a bi-weekly payroll deduction, based upon hours worked. [See Appendix B].

For the term of this agreement the Board shall maintain in full force and effect for all eligible bargaining unit nurses participation in its current health care plan or a plan providing the same or better benefits.

Section 2. In connection with such hospitalization, medical and dental insurance coverages, all covered nurses and the Board will cooperate with an exchange of such information, as may reasonably be required, to avoid unnecessary costs and duplication of insurance coverages in situations where a nurse or a nurse's family may be covered for similar protection under a plan provided by the employer of a nurse's spouse.

LIFE

Section 3. The Board will provide each nurse with life insurance in an amount no less than forty thousand dollars (\$40,000).

Section 4. COBRA

- (a) The Board will make insurance continuation coverage available to the nurses and/or their families as provided by COBRA. Continuation of insurance coverage under COBRA is not dependent upon proof of insurability.
- (b) Qualifying events for COBRA are:
 - 1) voluntary or involuntary termination of employment for reasons other than gross misconduct;
 - 2) reduction in the number of hours of employment;
 - 3) death of an employee;
 - 4) divorce or legal separation;
 - 5) entitlement of employee to Medicare benefits; or
 - 6) a dependent child reaching maximum age for coverage.

Section 5. The benefits provided by the medical plan are set forth in a summary plan description which is located in the Human Resources office in the Board administration area.

Section 6. If a full-time nurse elects to decline medical, prescription, dental and vision coverage otherwise available pursuant to Sections 1 and 4 above, such nurse will receive in lieu of such coverage payment on the following schedule:

<u>Annual regularly scheduled hours</u>	<u>Monthly incentive</u>
At least 1950 hours	\$300.00

At least 1560 hours	\$240.00
At least 1260 hours	\$180.00

A nurse electing this option must provide proof of other insurance coverage and complete all necessary forms to elect to have no coverage through the Board of Health. This option will be a binding election. The nurse will be permitted to reinstate medical coverage only in the event of a qualifying change in family status or during the open enrollment period.

This incentive is not available to spouses that are both employed by the Board.

Section 7. A spousal surcharge of fifty dollars (\$50.00) per month will apply when a bargaining unit member's spouse is covered by the Board's major medical and prescription coverage.

ARTICLE 24 - Holidays

Section 1. Each full-time nurse shall be entitled to the following legal holidays:

- New Year's Eve (one full day)
- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Eve (one full day)
- Christmas Day

Section 2. In the event that any of the aforesaid holidays should fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays should fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 3. In the event a nurse is required to work a Board observed holiday, that nurse may trade that day with a different holiday not observed by the Board. Approval shall be obtained prior to utilization.

Section 4. Both full-time and part-time nurses shall be compensated straight time holiday pay based on the number of hours the nurse works per week and divided by five (5), which represents the Monday through Friday work week. For example: A nurse's work assignment is

to work 7.5 hours per day and four (4) days per week for a total of thirty (30) hours in a week. Thirty (30) hours divided by five (5) total work days equals six (6) hours that the nurse would receive in holiday pay.

ARTICLE 25 - Vacation

Section 1. After the completion of six (6) months of employment, full-time nurses shall be entitled to vacation leave with full pay (excluding legal holidays) per year according to the following schedule:

LENGTH OF SERVICE	LENGTH OF VACATION
0 Six (6) months but less than three (3) years	13 days
Three (3) years but less than eight (8) years	17 days
Eight (8) years but less than ten (10) years	18 days
Ten (10) years but less than twenty (20) years	20 days
Twenty (20) years or more	25 days

All vacation leave shall be approved by the appropriate supervisor prior to utilization, except that the Director of Nursing or Service Area Director may approve vacation leave post utilization.

Section 2. During the first 6 months of full-time service, no vacation time may be taken. In the event a nurse needs time off before completing one full year of employment, the nurse may make a written request to the Health Commissioner per Article 29, Other Leaves.

For the purpose of computing vacation leave. A nurse's service is defined as the total service accrued by a person employed by the State, County or any other political subdivision of the State, provided that any transfer, reappointment or reinstatement must occur within ten (10) years. Any nurse who is claiming prior service from agencies where previously employed must obtain from that agency a signed written document verifying exact dates of service, as set forth in the Ohio Administrative Code.

Section 3. Vacation leave is to be taken as scheduled and approved by the immediate supervisor. Vacation leave may be taken in a quarter (1/4) hour increments. Nurses shall log any request for vacation leave in the Enterprise system prior to taking a leave. Nurses may carry their vacation leave from year to year, up to a maximum of three (3) years. Any vacation otherwise earned which exceeds the allowable maximum accumulation shall be lost.

Section 4. A nurse shall be entitled to compensation, at the nurse's current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to the nurse's credit at the time of separation, and in addition shall be compensated for any unused vacation leave accrued to the nurse's credit.

Section 5. If a nurse should become ill during vacation, the time that the nurse is ill shall be counted as vacation time and not as sick time. If the period of illness extends beyond the vacation time, then that portion of the time that the nurse is ill which extends beyond vacation time shall be eligible for consideration as sick time.

Section 6. In the case of the death of a nurse, the unused vacation leave and unpaid overtime to the credit of any such nurse shall be paid in accordance with Section 2113.04 of the Ohio Revised Code, or to the nurse's estate.

Section 7. Part-time nurses shall receive vacation pay on the same basis as they work, e.g., part-time nurses working four (4) hour days shall receive four (4) hours pay for each day of vacation.

Part-time nurses working less than twelve (12) months a year shall have their actual months worked converted to years in order to determine eligibility, e.g., a nurse working a nine (9) month schedule for four (4) years will be equivalent to a nurse working a twelve (12) month schedule for three (3) years.

Section 8. Nurses will be permitted to take up to one-third (1/3) of their vacation during the school year when the students are in session. However, vacation days taken during the school year when the students are in session will be restricted to one (1) nurse at any given time.

- (a) After a nurse has used all of the vacation allowed during the school year when students are in session, nurses will be allowed vacation in extraordinary circumstances. The Service Area Director will approve such extraordinary vacations in advance.
- (b) When a nurse needs time off during the school session, but does not qualify as extraordinary circumstances or vacation, should suitable coverage be arranged, the nurse (subject to Service Area Director's approval) may take unpaid leave time.

Section 9. Nurses will be eligible to use remaining unearned vacation time in any calendar year. If for any reason a nurse leaves the employ of the Board with a negative vacation balance, that nurse will be obligated to reimburse the Board the amount of vacation time owed.

ARTICLE 26 - Personal Business Days

Section 1. Each full-time, full-year nurse shall earn three (3) personal-business days each calendar year, on the basis of one (1) personal day for every four (4) months of the year. Personal-business days can be taken together or separately as earned. Personal-business days must be taken within the calendar year earned or shall be forfeited. All such personal days must be taken in fifteen minute increments and must be scheduled and approved by the appropriate supervisor prior to utilization. In the first four months of employment, no personal day shall be earned.

Section 2. Part-time nurses shall earn two (2) personal-business days each calendar year, on the basis of one (1) personal day for the first six (6) months of the year and the second day for the last six (6) months of the year, except that in the first six (6) months of employment, no personal day shall be earned. Personal-business days can be taken together or separately as earned. Personal-business days must be taken within the calendar year in which earned or shall be forfeited. All such personal days must be taken in fifteen minute increments and must be scheduled and approved by the appropriate supervisor prior to utilization.

ARTICLE 27 - Sick Leave

Section 1. Each full-time nurse is entitled to sick leave of one and one-quarter (1¼) working days with pay per month. This would result in a total of fifteen (15) days of sick leave being earned per year. Sick leave shall be accumulated without limit.

Section 2. Nurses may use sick leave, upon the approval of the Director of Nursing/Service Area Director, or designee, for absence due to illness, injury, exposure to contagious disease which could be communicated to other employees, and to illness or death in the nurse's immediate family.

Definition of immediate family for sick leave: spouse, child, step-child, mother, father, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, a legal guardian, step-parent or person who stands in place of a parent (in loco parentis) and domestic partner as defined in Appendix D.

The amount of sick leave to be granted beyond three (3) days due to illness in a nurse's family shall be at the discretion of the Health Commissioner. The Health Commissioner may require the nurse to furnish a physician's note stating that the nurse's absence was caused by illness due to any of the causes mentioned above after five (5) consecutive sick days.

Section 3. Bereavement. In the event of the death in the immediate family, defined for bereavement purposes as spouse, child, current step-child, father, mother, sister, brother, current step-parent, current brother-in law, current sister-in-law, legal guardian or person who stands in place of a parent, grandparent, current parent-in-law, aunt, uncle, niece, nephew,

grandchild, first cousin, current son-in-law, current daughter-in-law, current grandparent-in-law or domestic partner, of an eligible nurse, the nurse shall be granted a sick leave of absence with pay of up to five (5) days of the nurse's regularly scheduled working days in order to attend the funeral and handle related matters. Pay provided for under this Section shall be computed on the basis of regularly scheduled hours per day at the nurse's regular straight time hourly rate, less differentials, if any. The Health Commissioner may require proof of death and funeral attendance. Additional time off without pay may be granted by the Health Commissioner.

In the event a nurse has no sick leave accumulated at the time of a death in the immediate family, or less than three (3) days accumulated sick leave at the time of a death in the immediate family, then such nurse shall be entitled to up to three (3) days off with pay, provided, however, that any such days not previously accrued shall be debited and charged against the nurse's future accrued sick leave days.

Section 4.

- (a) Upon retirement, a nurse will have the right to convert unused sick leave into a cash payment at the rate of one (1) day's pay for each four (4) days of unused sick leave. The maximum number of days for which cash payment shall be paid, by reason of such conversion, shall be seventy (70) days. Eligibility for retirement age and years of service will be in conformity with the requirements of the Public Employees Retirement System of Ohio that are in effect at the time of a nurse's retirement.
- (b) (After ten (10) years of service, the Board will pay to a nurse who is terminated without just cause, one (1) days pay for each four (4) days of accumulated sick leave days, not to exceed fifteen (15) days paid. (Sixty (60) days traded will be fifteen (15) days paid.)

ARTICLE 28 - Family Medical Leave

Section 1. The Board will comply with the provisions of the Family Medical Leave Act of 1993 and as amended from time to time.

Nurses on Family Medical Leave will be required to use accrued time categories in the following order: (1) Sick Time, (2) Comp Time, (3) Personal Time, (4) Vacation Time.

Nurses using accrued time categories shall continue to accrue seniority and benefits while on leave.

Nurses on unpaid leave will not accrue seniority or benefits except as provided by the Family Medical Leave Act.

The twelve (12) month rolling period in which the twelve (12) weeks of Family Medical Leave entitlement occurs is the twelve (12) month period measured backward from the date Family Medical Leave first begins. Under the rolling 12 month period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the proceeding 12 months until one year from the date FMLA was first used.

For an example: the U. S. Department of Labor Fact Sheet #28H: 12 month period under the Family and Medical Leave Act (FMLA), February 2013, Example 4 as shown in Appendix X.

ARTICLE 29 - Other Leaves of Absence

Section 1. Any leaves of absence not specifically covered by this Agreement may be granted at the discretion of the Health Commissioner. During this type of leave of absence, seniority shall remain frozen. All accrued vacation must be used before beginning a leave without pay.

Section 2. A nurse on leave of absence without pay does not earn sick leave or vacation credit.

Section 3. A nurse who is granted a leave of absence without pay shall have the nurse's position held open for the nurse for no less than twelve (12) weeks. For leaves that extend beyond twelve (12) weeks, the nurse is to be returned to the same position or to a similar position if the nurse's former position no longer exists. A nurse may return to work before the scheduled expiration of leave if requested by the nurse and agreed to by the Board.

Section 4. When a nurse is called for jury duty by any court of the United States, the State of Ohio, or political subdivision, the nurse shall be compensated by the Board at the straight-time hourly rate for hours the nurse would have been scheduled on that day(s).

The nurse shall provide the nurse's supervisor advance notice of the nurse's jury duty service and provide the jury duty voucher to the Board in order to receive their regular pay.

A copy of the jury duty notice shall be provided to the nurse's supervisor immediately upon the nurse's receipt of the notice for jury duty.

Section 5. A nurse that is required to appear in court or in administrative proceedings in furtherance of their employment with the Board shall be paid at their regular rate of pay (or overtime rate, when applicable) for hours actually worked. The nurse must obtain prior approval from their supervisor before appearing in court or administrative proceedings on behalf of the Board.

Section 6. A nurse that is required to appear in court on personal matters or on matters unrelated to their employment with the Board must use vacation leave, compensatory time,

personal days or take an unpaid leave of absence.

Section 7. Nurses on leave for military service shall have all of the rights provided to those in military service that are provided in federal and state law.

ARTICLE 30 - Overtime-Compensatory Time

A nurse may request to be compensated in time or money pursuant to this Article.

Section 1. Compensatory Time. Prior approval by the Service Area Director, or designee, is required to be credited with compensatory time. All approved extra time worked by nurses over their normal workweek will be reimbursed in compensatory time or pay pursuant to this Article. Extra time will be used as required by Article 31. Extra Time will be reimbursed as straight time if under the agency standard workweek of 37.5 hours; hours worked over 37.5 hours will be reimbursed at time and a half (1½). Compensatory time not used within 180 days of accrual will be paid to the nurse. Time will commence when the nurse leaves their home and end when the nurse returns home (Portal to Portal).

Section 2. Overtime. Prior approval by the Service Area Director, or designee, is required for time to be compensated with pay based on availability of program funds. Time will commence when the nurse leaves their home and end when the nurse returns home (Portal to Portal).

If the Service Area Director, or designee, is unavailable, the nurse's request for overtime or compensatory time may still be requested and may be approved on the nurse's next working day.

For more details see Appendix F.

ARTICLE 31 - Extra Time Worked and Alternative Work Schedule

Section 1. The Cuyahoga County District Board of Health established hours of operation for bargaining unit employees are Monday through Friday from 8:30 AM to 4:30 PM unless otherwise approved on an individual bargaining unit employee basis as set forth in the Alternate Work Schedule in Appendix F. In the event that multiple requests from qualified bargaining unit employees are submitted for the same or similar schedules that impact the same program areas, and the Employer in its sole discretion, determines that all requests cannot be approved, then the determination of which bargaining unit member requests will be approved based on seniority. Hours worked outside of the Cuyahoga County District Board of Health established hours constitute "extra time" worked. A consenting bargaining unit employee, from time to time, and with prior approval of the service area director, his/her designee, or his/her supervisor, may work extra time outside of the Cuyahoga County District Board of Health established hours. Such extra time may be necessary in order to meet organizational and program needs. A bargaining

unit employee that anticipates working extra time may arrange to use that time to adjust his/her work schedule during that same work week after notice and discussion with his/her supervisor. A supervisor shall not require a bargaining unit employee to use that extra time prior to it being worked unless the bargaining unit employee consents to doing so. Any extra time not used during work week in which it was earned will be automatically converted to compensatory time and shall be used or paid out in accordance with the rules and policy for compensatory time as set forth in Article 30 herein.

Part-time bargaining unit employees accumulate extra time worked for hours worked outside of their normal work hours.

ARTICLE 32 - Personnel Files

Section 1. A nurse shall have the right to review the nurse's personnel folder in the presence of an authorized person.

ARTICLE 33 - Successor Agreement

Section 1. This Agreement shall be binding on any successor(s) or assign(s) of the Board and no terms of this Agreement shall be changed by any consolidation or merger, except as may be provided by a state law whose terms shall prevail over this provision.

ARTICLE 34 - Conflict of Laws

Section 1. In the event any provision of this Agreement is held to be in conflict with, but not in violation of, any state or federal statute, rule, decision or valid administrative rule or regulation, the language of this Agreement shall govern and prevail.

Section 2. If any provision of this Agreement is held to be in violation of any state or federal statute, rule, decision or valid administrative rule or regulation, such statute, rule, decision or valid administrative rule or regulation shall govern and prevail provided both parties shall receive a copy of the state or federal statute, rule, or decision or valid administrative rule or regulation. All provisions of this Agreement not in conflict herewith shall continue in full force and effect, anything herein apparently to the contrary notwithstanding.

ARTICLE 35 - Health and Safety

Section 1. At the employees request and upon the Service Area Director's review, the Board will make available suitable safety devices and equipment to nurses that provide community health services. A nurse may request an escort from appropriate safety personnel. If an escort

is unavailable and/or the Board declines to provide a suitable safety device the nurse may properly refuse the assignment. In the event that a nurse cannot complete an assignment due to personal safety concerns the nurse should contact their immediate supervisor, the Service Area Director and/or the Health Commissioner.

Section 2. The Board shall communicate any known safety hazards to nurses. Matters involving employee safety will be considered at professional practice committee meetings.

Section 3. The Cuyahoga County District Board of Health will make available Cuyahoga County District Board of Health cell phones to bargaining unit employees for Board business. Bargaining unit employees in the following areas or programs will each receive a Cuyahoga County District Board of Health cell phone for Board business:

- School nurses
- Newborn Home Visiting nurses
- Starting Point nurses
- Any other area or program authorized by the Board pursuant to Board policy
- BCMH nurses

Phone use shall be limited pursuant to the electronic device policy.

ARTICLE 36 - Calamity Days

Section 1. In the event of an assigned worksite closing due to inclement weather or emergency-situation, the nurse will directly notify a supervisor or the Director of Nursing (telephone calls are the method of notification, voice mail messages are not acceptable) by eight forty-five a.m. (8:45) or within one (1) hour of the closure of the worksite, whichever is later, to determine if reassignment is available. The supervisor and the division director will determine if reassignment is available. If reassignment is available, the nurse will report to the assigned worksite.

Section 2. If the Director of Nursing/Service Area Director and the Health Commissioner determine that reassignment is not available or inadvisable due to the severity of weather conditions, the nurse will be paid at her regular rate of pay for hours missed due to closure of the worksite. Nurses must remain available and will be notified whether or not they are being reassigned on or before ten a.m. (10:00).

Section 3. If a nurse does not report to work due to an assigned worksite closing because of inclement weather conditions and does not notify a supervisor for reassignment, time may be charged to the nurse's vacation time, compensatory time, flex time, personal days or leave without pay, at the nurse's discretion.

ARTICLE 37 - Off Duty Work

Section 1. Nurses may not engage in additional paid employment which conflicts with the duties and responsibilities as an employee of the Board. Nurses are required to submit a written notification of outside employment as a form provided by the Board to their Supervisor who shall submit the form to the Board's Attorney for prior approval within 5 (five) business days. Outside employment may not occur during the nurses' normal scheduled working hours. Outside employment may not create a conflict of interest with the policies and programs of the Board. Employment with persons or organizations subject to licensing approval, or other review by the Board, may not be undertaken without prior notification. If the Board advises a nurse and provides that nurse with a written explanation that the outside employment creates a conflict of interest and the nurse refuses to cease such employment, the Board may discharge the nurse for just cause. The nurse may use the grievance process to address the issues of conflict of interest and appropriate remedy. The Board has the burden of proof as to whether a conflict of interest existed.

Section 2. A nurse may do voluntary work for an organization under contract to the Board in the capacity of a public health nurse. If the nurse notifies their supervisor as to when and what functions the nurse is going to act as a volunteer, the Board agrees to sanction the activity.

If the Board is not notified, the nurse volunteers at the nurse's own risk and the Board shall not be liable or responsible in any manner and the nurse shall not represent his or herself as an employee of the Board. If the event or function is sanctioned by the Board, the nurse performing the duties will be covered by the benefits and services of the Board.

Section 3. Nurses working off duty hours for another employer shall work at their own risk and shall not be recognized as employees of the Board during such off duty hours and the Board shall not be liable or responsible in any manner for the nurse's actions.

ARTICLE 38 - Reasonable Accommodation

Section 1. The Board and the ONA recognize their respective obligations under the Americans with Disabilities Act. The Board agrees that before it puts a reasonable accommodation in effect for a nurse in the bargaining unit, or before it refuses a request for reasonable accommodation by a nurse, it will advise the ONA of the matter and discuss it with them before taking final action in the case.

ARTICLE 39 - Alternative Dispute Resolution

The parties, having mutually agreed upon a dispute settlement procedure which shall supersede the procedures provided for in the Ohio Revised Code section 4117.14 (c), hereby agree 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 sixty (60) 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 date of the contract.
- C. Fifty-five (55) 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 the Federal Mediation and Conciliation Service or SERB, to appoint a mediator to assist the parties in reaching a settlement. The recommendation 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 Ohio Revised Code Section 4117.14(d)(1) and (g)(1-13) shall become effective.
- F. This agreement may not be cancelled revoked or terminated during the term of the current collective bargaining agreement.

Article 40 - Funding Decreases

Section 1: In the event of a substantial decrease in Board funding, which impairs the Boards ability to finance wages and benefits, the parties agree that they will meet and discuss the matter. After complete/comprehensive financial disclosure and an accounting review/evaluation, ONA may negotiate a substitute wage and benefit package in response to the funding decrease.

Article 41 - Duration

This Agreement shall continue in effect and remain in force from January 1, 2019 until

December 31, 2020. If either party desires to terminate or amend the Agreement, it shall, at least ninety (90) days prior to December 31st, 2020 give its intent to terminate or amend. If neither party gives notice to neither terminate or amend this Agreement as provided above, this Agreement shall continue in effect from year to year after December 31, 2020 subject to termination or amendment by either party on at least ninety (90) days written notice prior to midnight, December 31st of any subsequent year.

Article 42 – Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

FOR THE BOARD:

CMSH

Health Commissioner

Claree Beatty

Nursing Director

Quincy V. Wunschong

Chief Financial Officer

Marybeth Skind

Human Resources

Approved as to form.
Cuyahoga County Board of Health
Office of General Counsel

By: *Thomas P. Donnell*

Date: *5/17/19*

FOR ONA:

Allendra J. Hein RN

Name

Jay Gordon RN

Name

Maegle Podoba RN

Name

Dani Mersbier

Labor Relations Specialist

APPENDIX A
ANA Code of Ethics for Nurses

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

APPENDIX B

Annual Regularly	Effective Date
Scheduled Hours	6-1-2012
At least 1560 hours	18% of premium
At least 1260 hours	23% of premium
At least 800 hours	50% of premium

APPENDIX C
SIDE LETTER

May 30, 2007

Susan Shelko, JD
Labor Relations Specialist
4000 East Main Street
Columbus, Ohio 43213-2983

Dear Ms. Shelko:

This letter will confirm that the parties have met and discussed a flexible spending account program which includes health and dependent care.

The Board will investigate a flexible spending account program which includes health and dependent care, and if available, will offer it to members of the bargaining unit beginning on January 1, 2008.

Sincerely,

Michael D. Pokorny
Administrative Counsel

MDP/kk

APPENDIX D
DOMESTIC PARTNERSHIP CRITERIA

If same sex marriage is ruled illegal or unconstitutional, both parties agree to negotiate and add a new domestic partner policy.

APPENDIX E
TUITION ASSISTANCE PROGRAM

(REVISED EFF. 10/01/2006)

POLICY STATEMENT

CUYAHOGA COUNTY DISTRICT BOARD OF HEALTH

TUITION ASSISTANCE PROGRAM

PURPOSE

The Cuyahoga County District Board of Health (the Board) encourages professional and career development for its employees in public health. Acquiring new skills; staying current with new technology; and gaining access to the information improves employee productivity, as well as strengthens their commitment to support organizational goals and objectives in public health. To this end, the Board has established a Tuition Assistance Program. This Program will allow eligible employees to obtain additional training for their current jobs or to prepare for future advancement in public health. This program should not be confused with funding for conferences, travel, workshops or staff development and training activities. Courses for personal education, hobby, personal interest or personal enrichment do not qualify. The Board considers this program a privilege and not a right. Application of this Policy is prospective only. Tuition assistance payments may be subject to federal taxes.

POLICY

An employee may request tuition assistance up to a maximum of \$3,250.00 per calendar year pursuant to the requirements set forth in Item D for completed course work at a university or college that is accredited and which provides instruction or special training related to an employee's current position classification or other appropriate position leading to advancement in public health. Participation is voluntary and under no circumstances is it a condition of continued employment. The Board retains the

right to amend or terminate the program at any time. Assistance will be made in an amount not to exceed the annual amount budgeted for the Program. Participation will be based on seniority, job performance and level of responsibility. The Health Commissioner will be responsible for authorizing assistance and the Fiscal Officer will be responsible for tracking the number of participants and the amount of assistance paid.

ELIGIBILITY

A. Employee

1. Tuition assistance is available to any full-time or part time, employee who has completed 6 months of continuous service prior to the date on which the course(s) begins.
2. Tuition assistance will be given only to an employee who is performing at or above a satisfactory level on his/her most recent annual performance evaluation.
3. The resignation, release or discharge of an employee after enrollment in an approved course will result in the employee's automatic ineligibility for tuition assistance. In the event of a resignation, release or discharge, the employee is required to reimburse the Board by presenting a certified check or money order to the Fiscal Officer within two (2) weeks of receiving notice that a reimbursement is required. The employee's final paycheck will be held until reimbursement is made. In the event the employee fails to make the reimbursement and the final paycheck is insufficient to satisfy the reimbursement to the Board other legal process may be undertaken to collect the funds owed to the Board.

B. Courses

1. Tuition assistance will be given only for courses offered by accredited colleges, universities or junior colleges.
2. The course(s) must prepare employees for advancement within the employee's current title series or job classification or directly develop the administrative or management capacity of the employee. Courses must be related to the employee's present job or any appropriate position which is a logical promotional opportunity and provide a contribution to the employee's professional development in public health.
3. Request for tuition assistance will be considered on the following criteria.
 - a. Graduate program—up to \$3,250.00 per calendar year
 - b. Graduate courses—up to \$3,250.00 per calendar year
 - c. Bachelor's program—up to \$2,175.00 per calendar year
 - d. Bachelor's courses—up to \$2,175.00 per calendar year
 - e. Associate's degree or certificate programs—up to \$1,100.00 per calendar year

Every year the Tuition Committee will review information from the Ohio Board of Regents regarding undergraduate/graduate tuition to decide if the tuition assistance amounts need to be reviewed by the Board. The Board will consider increases presented by the Tuition Committee based on the information provided by the Committee. Any increases will be effective upon Board approval.

C. Approval

1. Recommendation for approval of courses must be made in advance by the employee's Service Area Director.
2. If the recommendation is given by the Service Area Director, final approval must be granted by the Tuition Assistance Review Committee. In making the determination, the Committee will ascertain the availability of funds, and the relationship of the course(s) to the employee's present job or promotional opportunity in public health. The determination of the Committee will be final.
3. Course attendance should not interfere with the employee's work, and must be within the parameters of the agency's flexible work schedules. All scheduled courses must be approved by the Health Commissioner or his designee. Any situation requiring the employee's presence on the job shall take precedence over any time scheduled for course attendance. Full-time course attendance is not permitted. All course work must be undertaken on a part-time basis.

D. Assistance

1. Assistance for course tuition, general fees, student fees, facility fees and/or laboratory fees up to \$3,250.00 per calendar year may be obtained, in advance of course completion, by making timely application and presenting receipts for tuition, books, course materials and associated fees as listed above that have been paid.
2. No later than four (4) weeks after completion of the course(s) the employee must submit his/her original report card to the Fiscal Officer.
3. If the employee does not successfully pass the class or course(s) they shall be required to reimburse the Board by presenting a certified check or money order to the Fiscal Officer

within two (2) weeks of receiving notice that a reimbursement is required. The employee's paycheck will be held until reimbursement is made. In the event the employee fails to make the reimbursement and the paycheck is insufficient to satisfy the reimbursement to the Board, other legal process may be undertaken to collect the funds owed to the Board.

E. Limitations

1. Tuition assistance beyond total tuition and fees will not be granted to an employee who receives a monetary benefit from another source (i.e. grants, scholarships, fellowships) for that given course(s). Prior to submitting an application for tuition assistance employees are expected to investigate and apply for all alternate sources of tuition support and financial assistance for which they may be eligible. Information about financial assistance programs may be obtained from college/university financial aid offices. Employees receiving tuition support or financial assistance from any alternate source must report it and the amount on the application form. The amount will be deducted from total tuition and fees before computing the allowable reimbursement. Employees who fail to report alternate sources and amounts of financial aid on the application will be liable for return of the reimbursement award, and face possible exclusion from future reimbursement program eligibility.
2. If an employee resigns or is terminated from the Board within three (3) years of completion of a course of study, the employee may be required to refund all tuition assistance made within the previous year.

3. The following costs are not reimbursable; room and board, lab breakage fees, tutoring fees, auditing fees, late fees, transportation fees, parking, correspondence courses, seminars, conferences and workshops are not included in the tuition assistance program.

PROCEDURES

- A. Employees wishing to participate in the Tuition Assistance Program must initially discuss their plans or intentions with their immediate supervisor for guidance and direction. The employee shall submit a formal written plan to the Service Area Director for review which articulates how the course work will benefit the Board in terms of increased knowledge, abilities and skills. All specific questions or concerns regarding the program should be addressed to your Service Area Director.
- B. To initiate the application process, interested employees should complete a tuition assistance application form, which may be obtained from your office manager, and submit it to your Service Area Director in accordance with the following schedule.

APRIL 1(SUMMER)

JULY 1(FALL)

NOVEMBER 1(WINTER/SPRING)

The Tuition Assistance Program Committee will meet on or about:

May 1 (summer)

August 1 (fall)

December 1 (winter/spring)

- C. Within one (1) week of receipt, the Service Area Director should issue his/her recommendation for tuition assistance to the Tuition Assistance Review Committee for review of the request.

- D. Within one (1) week from the time of review, the Committee or Service Area Director will inform the employee whether the tuition assistance request was approved or rejected. Approval or rejection is based upon the eligibility criteria stated in this policy contingent upon the availability of funding. The committee's decision is final.
- E. All records related to the program will become part of the employee's personnel file.
- F. The Tuition Assistance Review Committee shall consist of:
 - 1. Health Commissioner
 - 2. Service Area Directors
 - 3. Administrative Counsel
 - 4. Chief Fiscal Officer
 - 5. Personnel/Payroll

CUYAHOGA COUNTY DISTRICT

BOARD OF HEALTH

TUITION ASSISTANCE PROGRAM

INSTRUCTION FOR COMPLETING APPLICATION FORM

Enrolling in the course(s)

- 1. Prior to the start date of the course(s), the employee must complete the tuition assistance application and written plan for course of study and forward to his/her supervisor in accordance with schedule in Section B of the PROCEDURES Section.

2. The supervisor will submit the application to the Service Area Director for approval. If the application meets the criteria of the tuition assistance policy applicable to the employee, the Director will sign and submit his/her recommendation to the Tuition Assistance Review Committee.
3. The Committee will notify the employee of approved course(s).
4. Please note: Incomplete applications will be returned to Service Area Director.

Upon Completion of the Course:

1. Upon completion of the course(s), the employee will forward the following documents to his/her Office Manager.
 - a. Official grade report or transcript
2. The Office Manager will then forward these documents to the Fiscal Officer.

Date of Application: _____ College/University: _____
 Name: _____ Service Area: _____
 SN: _____ Classification: _____
 Phone#: _____ Hire Date: _____

_____ Undergraduate (U) _____ Graduate (G) _____ Law (J)
 _____ Ph.D. (P) _____ Continuing Ed. (C) _____ Adult Ed. (A)

Course Name and Number	Required for Degree?	Credit Hours	Course Start Date	Course End Date	Instructional and Related Fees	Class Time and Day

Work schedule for affected quarter: _____

Semester or quarter: (Fall, Winter, Spring, Summer)

Check area applying for:

_____ I am working towards a degree (A letter of acceptance for your degree program must be submitted with initial application).

Please indicate name of degree program _____

I am enrolled in an accredited college course but not pursuing a degree ____Yes ____No

Have you previously participated in the tuition assistance program? ____Yes ____ No

Employee Education Plan

Use additional paper if necessary)

I am eligible for financial assistance from another governmental or private agency.

_____YES _____NO

If eligible, please specify dollar amount and source \$ _____.

I understand that I am personally responsible for all payments, and certify that I will not receive duplicate payment from Veteran's Assistance or other governmental grants or scholarship(s) for the courses above or beyond cost.

I understand that I must submit my official grades and paid receipt.

I understand that by participating in the tuition assistance program, I agree to repay tuition assistance paid to me by the Board for courses taken prior to the date of my resignation, retirement or discharge in accordance with the terms of the Assistance Program. I certify that I have read the Tuition Assistance Program Policy and agree to abide by all the terms and conditions set forth therein.

All statements above are true and correct to the best of my knowledge.

Signature of Applicant

Date

APPENDIX F

Alternate Work Schedule

1. Purpose of Policy

To comply with the Board's Strategic Plan to achieve an empowered and engaged workforce by fostering employee satisfaction and career development; to achieve and promote work-life balance and staff wellness; and to enhance and maintain positive employee and managerial engagement.

2. Policy

- A.** It is the policy of the Cuyahoga County Board of Health (Board) to provide and establish this policy to permit employees the opportunity to work an Alternate Work Schedule which shall be in compliance with this policy.

3. Definitions

- A.** Flex Time – The selection of daily work hours in order to achieve work goals or meet the business needs of the Agency.
- B.** Set Alternate Schedule – A requested change in start/end time within a set schedule. The work week still totals 37.5 hours over the course of five (5) days or 30.0 hours over the course of four (4) days.
- C.** Set Compressed Schedule – A requested schedule change compressing a total of 37.5 hours per week into four (4) work days or a total of 30.0 hours per week into three (3) work days within a set schedule.
- D.** Standard Operating Hours – Normal business hours. These hours are 8:30 a.m. to 4:30 p.m. Monday through Friday excluding Board observed Holidays.
- E.** Extended Operating Hours – Extended business hours to accommodate approved alternate work schedule arrangements for employees. These hours are 7:00 a.m. to 6:00 p.m. Monday through Friday excluding Board observed Holidays.
- F.** Core Operating Hours – The business hours that are expected to be included in any approved alternate work schedule on days worked to support the delivery and administration of Agency services and programs. These hours are 10:00 a.m. to 2:00 p.m. Monday through Friday excluding Board observed Holidays.

4. Minimum Requirements

- A.** No Alternate Work Schedule option shall permit any employee to work before 7:00 a.m. or beyond 6:00 p.m. or to have a start time later than 10:00 a.m. or to have an end time earlier than 2:00 p.m. unless it is deemed necessary for Board operations and approved by the Health Commissioner.

- B.** Employee's time and attendance shall be recorded on a daily basis, shall be posted to the Enterprise System on no later than a weekly basis and shall correspond with the approved alternate work schedule.
- C.** When a Holiday falls within the work week, the employee will revert back to a 7.5 hour/day schedule for the work week and receive the 7.5 hour Holiday(s) if applicable.
- D.** Any leave taken shall be at the rate that coincides with the approved alternate schedule for the days of the leave.
- E.** Alternate work schedules are a privilege, not a right, and can be rescinded by the Health Commissioner or at the request of the Service Area Director for any reason including but not limited to the following:
 - 1. If coverage of the Service Area program(s) becomes insufficient;
 - 2. Poor job performance by the employee;
 - 3. Violation of this policy;
 - 4. Violation of any other policy, including, but not limited to, the Personnel Policy Manual and Service Area Standard Operating Procedures, Guidelines or policies;
 - 5. Employee being disciplined for violation of policies;
 - 6. Expiration of agreement/schedule and no request to extend has been timely submitted;
 - 7. Any other reason specified in this policy.
- F.** The approved alternate work schedule shall be valid for a specified period of time up to but not exceeding twelve (12) months from the start date of the schedule.
- G.** The employee is responsible for requesting an extension of the work schedule by submitting a written request to his/her immediate supervisor no later than thirty (30) days prior to the end date of the schedule.
- H.** If or when an alternate work schedule ends or is rescinded, the employee shall revert back to and shall resume working the normal 7.5 business hours/day at the Board including holidays at 7.5 hours/day.
- I.** In the event of a conflict between policies, the employee agrees to bring the existence of the conflict immediately to the attention of his/her immediate supervisor and seek a written decision on which policy will be enforced.

5. Procedures:

- A.** Eligible employees (see Section 6, below) may request an alternate work schedule. A formal request shall be submitted, in writing, on a form provided by the Board, to the employee's immediate supervisor for review and investigation. The request shall be submitted in a timely fashion more than two weeks (10 business days) before the expected start of the alternate work schedule. The supervisor shall review and submit their recommendation to the Service Area Director for final review and decision.

- B.** All employee alternate work schedule requests shall be submitted to the Human Resources Office for processing after approval or denial by the Service Area Director. Those authorized to participate in an alternate work schedule are required to comply with all Board policies and procedures, including, but not limited to, the requirements of this policy, the Personnel Manual policies, and/or all other work related policies.
- C.** In the event that multiple requests are submitted for the same or similar schedules that affect the same program areas, requests will be based on seniority.
- D.** Participation in flextime or alternate scheduling does not eliminate any of the work rule requirements mandated in this policy or the Personnel Manual. Alternate work schedules may be revoked at any time due to lack of adherence to Agency policies and procedures.
- E.** If approved, the alternate work schedule will be valid until either the specified End Date or 12 months from the Start Date, whichever is sooner, as approved by the Service Area Director. Thirty days prior to the expiration of the alternate work schedule, the employee is responsible for submitting a written request for a continuation of the alternate work schedule, if so desired by the employee.

6. Eligibility

- A.** All employees working a minimum of 30.0 hours per week are eligible to request an alternate work schedule.
- B.** New hires are eligible to request an alternate work schedule that may be considered for approval with an effective date that is after the initial training period necessary for the assigned work. This required training period is determined by the immediate supervisor and Service Area Director.
- C.** Employees, in good standing, and who demonstrate sufficient work performance may be considered for approval of an alternate work schedule based on Agency, Service Area and program specific staffing needs.

7. Alternate Work Schedule Options

A. Option #1 – Flex Time

- 1. Permits employees to request, on a day to day basis, a work schedule in order to meet the business needs of the Agency. An employee's workday will end when the total hours scheduled for the day are met.

B. Option #2 – Set Alternate Schedule

- 1. Permits employees to request alternate work hours within a set schedule in order to meet employee needs. The employee's work week still totals 37.5 hours over the course of five (5) days or 30.0 hours over the course of four (4) days. An employee will not be permitted to work less than four (4) hours or more than ten (10) hours on a scheduled day. An employee's start time may be as early as 7:00 a.m. and an employee's end time may be as late as 6:00 p.m. All employees are required to be working during the "core hours" of 10:00

a.m. to 2:00 p.m. unless it is deemed necessary for Board operations and approved by the Health Commissioner.

C. Option #3 – Set Compressed Schedule

1. Permits employees to request a schedule compressing a total of 37.5 hours per week into four (4) work days or a total of 30.0 hours per week into three (3) work days within a set schedule. An employee's start time may be as early as 7:00 a.m. and an employee's end time may be as late as 6:00 p.m. An employee will not be permitted to work more than ten (10) hours on a scheduled day. All employees are required to be working during the "core hours" of 10:00 a.m. to 2:00 p.m.
2. Holiday Scheduling - Employees who are on an approved set compressed schedule will revert back to a five (5) day, seven and a half (7.5) hour/day schedule for employees working 37.5 hours per week and a four (4) day, seven and a half (7.5) hour/day schedule for employees working 30.0 hours per week during each week in which a holiday occurs.

Approved by:

Terry Allan

Health Commissioner