

AGREEMENT BETWEEN

THE TRUMBULL COUNTY COMBINED HEALTH DISTRICT

AND

AFSCME

LOCAL 11 AFL-CIO

OHIO CIVIL SERVICE EMPLOYEES ASSOCIATION

JANUARY 1, 2026

THRU

DECEMBER 31, 2028

CASE NO.: 2025-MED-10-1212

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PREAMBLE/PURPOSE

Section 1. This Agreement entered into by the Trumbull County Combined Health District, hereinafter referred to as the “Employer” and the Ohio Civil Service Employees Association, Local 11, AFSCME, AFL-CIO, hereinafter referred to as the “Union” has as its purpose the establishment of an equitable procedure for the resolution of differences, wages, hours, and the other conditions of employment.

Section 2. It is the intent and purpose of the parties hereto that this Agreement shall provide for orderly, harmonious, and cooperative employee relations in the interest, not only of the parties, but of the citizens of Trumbull County. Toward the end, the parties hereto agree to devote every effort to assure that the Employer and the Union members and officers will comply with the clear provisions of this Agreement.

ARTICLE 1 **MANAGEMENT RIGHTS**

Section 1. Except to the extent expressly abridged only by the specific articles and sections of this Agreement, the Employer reserves, retains and possesses, solely and exclusively, all the inherent rights and authority to manage and operate its facilities and programs. Such rights shall be exercised in a manner, which is not inconsistent with this Agreement. The sole and exclusive rights and authority of the Employer include specifically, but are not limited to, the rights listed in Ohio Revised Code Section 4117.08 (C) Numbers 1 - 9, to wit:

1. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies 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, 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, demote, or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
6. determine the adequacy of the work force;
7. determine the overall mission of the Employer as a unit of government;
8. effectively manage the work force;
9. take actions to carry out the mission of the public employer as a governmental unit.

Section 2. The Employer and the Union agree that the Employer is the appointing authority for all employees. However, the Employer and Union recognizes that there must be a recognized chain of command so that the vision, mission, values, and work of the health department are carried out in an efficient and effective manner. The chain of command begins with the Board of Health, down to the Health Commissioner then to the Deputy Health Commissioner, Director of Nursing, Director of Environmental Health Services and Medical Director and finally downward to the Union members. Therefore, the Employer agrees that individual board members do not have the right to direct, supervise, coordinate, consult or discuss the individual work responsibilities of bargaining unit members. Therefore, to that end, board members shall not call, contact, write, meet or discuss employee work assignments, tasks, or responsibilities without first contacting the Health Commissioner, the Deputy Health Commissioner/Designee or the Director and requesting that at least one of the three (Health Commissioner, Deputy Health Commissioner/Designee or Director) and Union Steward and/or Assistant Union Steward be present for any type of contact (e.g., phone, in person, in writing, video conferencing, etc.) with the bargaining unit employee. Any breach of this paragraph shall be strictly construed' as a breach of this contract and an unfair labor practice and as harassment, intimidation, and threat to the bargaining unit member. Only the Health Commissioner, Deputy Health Commissioner/Designee and Director may direct, evaluate, suspend, discipline, supervise, assign, or inquire about the work and responsibilities of the bargaining unit employee.

Section 3. Dissemination of printed health department information strictly goes through the records custodian or Public Information Officer (PIO) only. There shall be an assigned person named as "Custodian of Records". If an employee wishes to have a document (record), they will have to request it from the "Custodian of Record".

ARTICLE 2 **RECOGNITION**

Section 1. For the purposes of this Agreement, the Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Trumbull County Combined Health District. "Bargaining Unit" is defined as all full-time (40 hours per week), part-time (less than 30 hours per week) and Intermittent employees of the Employer. This unit arose through tradition, custom and practice and is "deemed certified" as provided in Ohio's Public Employee Collective Bargaining Act. Included in the Bargaining Unit are employees in all classifications of employment with the Employer listed below:

Accreditation Coordinator
Epidemiologist

Secretary (pay level 1, 2, 3)
Fiscal Officer

IT Specialist

Health Educator/Planner (pay level 1, 2, 3)

Environmental Health Specialist in Training
Registered Environmental Health Specialist (pay level 1, 2, 3)

Plumbing Inspector (pay level 1, 2, 3)

Family Service Coordinator (pay level 1, 2, 3)

Family Service Program Coordinator

Family Support Specialist (pay level 1, 2, 3)

Public Health Nurse (pay level 1, 2, 3)
Grant Coordinator

Family Support Specialist Program Coordinator
Public Health Emergency Preparedness
Coordinator

Excluded from the bargaining unit are the following. Health Commissioner, Director of Nursing, Director of Environmental Health, Administrative Coordinator, and all other management level employees, confidential employees, and supervisors, as defined in Revised Code 4117.01.

Section 2. The Employer will advise the Union of any newly created classification titles and the responsibilities of said classification and agrees to meet with the Union regarding inclusion of any such new classification in the bargaining unit prior to implementation of such new classification. If the Union and the Employer are unable to agree whether such new classification shall be included in the bargaining unit, the parties agree that a petition for clarification may then be filed by either party with the State Employment Relations Board, pursuant to their rules and regulations, solely to determine whether such new classification shall be included in the bargaining unit. The Employer may modify existing classifications. The Employer shall notify the Union fifteen (15) working days in advance of any modification of existing classifications. Should the Union dispute the proposed action of the Employer and the parties are unable to resolve their differences, they shall utilize the arbitration mechanism.

Section 3. There shall be no more than three (3) part-time position in the Nursing Division and no more than three (3) part-time position in the Environmental Division for the duration of this contract. These limitations in the Nursing Division and the Environmental Division shall not be construed as a limitation on the number of part-time employees in other divisions. The posting and hours of these positions shall be determined by the departmental supervisor's needs. Fringe benefits are as dictated by sections of this contract.

Section 4. Utilization of university interns and externs may be at the discretion of each departmental supervisor.

ARTICLE 3 **DUES CHECK OFF**

Section 1. The Employer will deduct membership dues once a month, payable to the Union, upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form provided by the Union and the Employer.

Bargaining unit employees recalled from temporary or seasonal layoff or returning from leave of absence shall resume payroll deduction of dues commencing with the first full pay period of work, following the first pay the employee returns to work.

Section 2. The Employer will notify the Union of a new hire within seven (7) days of employment. It must provide the name address and phone number. The Employer shall schedule a mutually agreeable time during work hours with OCSEA within 30 days of notification to meet with all new hires without loss of employee leave time. The Employer will begin dues deductions within

twenty-one (21) days of receiving the authorization card. Such dues shall be remitted to the Union at the end of the pay period. The Union shall have the right to use the Employer's email system to transmit information regarding the Union, except that the information shall not be of a partisan political nature. A Management designee will also receive a copy of any e-mail sent by the Union to the members. The Union shall have the sole and exclusive authority to change any membership card, form or authorization so long as the basic information that the Employer needs to process is included on the new card, form or authorization. Management will honor the terms of the card as long as the member is provided an annual 10-day window period to provide notice of revocation of dues deductions. Management will be notified prior to any changes made to the membership card.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any and all such claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken as a result of the Union under the provisions of this Article.

Section 4. The Employer agrees to treat all its employees equally, where inequities are not based on legitimate occupational differences, regardless of employee organization affiliation.

Section 5. Payroll Deductions For PEOPLE Voluntary Contributions. The Employer will also deduct voluntary monthly contributions to the Union's political action committee (P.E.O.P.L.E.) upon receipt of a voluntary written individual authorization from any bargaining unit employee on a form mutually agreed to by the Union and the Employer.

ARTICLE 4 **REPRESENTATION, CONSULTATION AND NEGOTIATION**

Section 1. The Employer agrees that no more than two (2) non-employee officers and representatives of the Union shall be admitted to the Employer's facilities and sites during working hours upon reasonable advance notice to the Employer. Such visitations shall be for the purpose of ascertaining whether or not this Agreement is being observed by the parties to participate in the adjustment of grievances and attend other meetings covered herein. The Union agrees that such activities shall not interfere with the normal work duties of employees except to the extent otherwise authorized herein. The Employer reserves the right to designate a reasonable meeting place and to provide a representative to accompany the Union officer or representative where safety requirements do not permit unlimited access to the facilities or sites.

Section 2. The parties agree to consult and negotiate in good faith on matters concerning the terms and conditions of employment with the intention of reaching Agreement, reducing such Agreement to writing and making such writing enforceable as a contract. To this end, the parties agree to meet personally and through representatives authorized to take effective action at reasonable intervals and at reasonable times and places at the request of either party. Except in cases of emergency or upon waiver of notice by the other party, a party proposing a matter for negotiation shall give written notice to the other party describing in detail the subject desired to be discussed, at least ten (10) days before the meeting to consult and negotiate. Such notice shall be sent to the Appointing Authority of the Employer or his designated representative or to the Executive Director of the Union or his designated representative, respectively.

Section 3. The Employer agrees to release from duty without loss of pay no more than two (2) bargaining unit members of the Union who are appointed as representatives to serve on the Union bargaining committee for the time spent in actual meetings with the Employer to re-negotiate this Agreement where such meeting takes place during such members' regularly scheduled straight time hours on the days in question. Should these meetings start prior to, or extend beyond the members' regularly scheduled straight time hours on the days in question, the Employer shall not be obligated to pay for such additional hours. The Employer will not reimburse members for any expense incurred in fulfilling their position as representatives on the Union bargaining committee. The Executive Director of the Union will notify the Employer in writing of the names of the members selected to serve on the Union bargaining committee prior to the first scheduled negotiation date. Members so selected will notify their immediate supervisors of their selection, and of all scheduled negotiation dates; as soon as such information is made known to the selected members.

Section 4. Consultation, negotiations, and other representation activities necessary to further the purposes of this Agreement are recognized as a proper part of the conduct of the Employer's business and shall normally take place during duty hours. Employees representing either the Employer or the Union in these joint activities shall be given sufficient time during duty hours, without loss of pay or other benefits, to perform these functions. The Employer agrees to keep the Union informed on request for specific information of all matters having an effect upon the employment relations and/or working conditions of the employees in the bargaining unit.

Section 5. Meeting of the Chapters of committees of the Union will be permitted on County property, when and where work is not interrupted by such meetings, and when such meetings are not held during the regularly scheduled hours of the participants on the day in question.

Section 6. Duly elected Union delegates or alternates to the annual conventions or President's Conferences of the Union, who are members in the bargaining unit, shall be granted time off for the purpose of participating in such conventions. The Union will limit this provision to one (1) delegate and one (1) alternate. The Union shall give the Employer at least one (1) calendar month's written notice of the members who will be attending such functions.

ARTICLE 5

LABOR MANAGEMENT MEETINGS

Section 1. In the interest of sound labor management relations, the Union and the Employer will meet at least once per quarter at agreeable dates and times for the purpose of discussing those matters outlined below. Agendas shall be exchanged five (5) days before the date scheduled for the meeting. Meetings may be waived by mutual agreement. No more than two (2) employee representatives of the Union, three (3) representatives of the Employer and one (1) non-employee representative of the Union shall be permitted to attend such meetings, unless otherwise agreed.

The purpose of the meetings shall be to:

1. Discuss the administration of this agreement;

2. Notify the Union of changes made by the Employer which may affect bargaining unit employees;
3. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
4. Disseminate general information of interest to the parties;
5. Give the Union representative the opportunity to share the view of their members and or make suggestions on the subjects of interest to their members;
6. Discuss ways to improve efficiency and work performance, and;
7. Discuss and come to possible remedy of current health and safety matters, recognizing that the Employer and employees have the responsibility to bring to the attention of the Labor Management Committee any unsafe working conditions. Such conditions when found by the employee shall be reported to his/her immediate supervisor as soon as such condition becomes known.

Section 2. The party requesting a special meeting, other than the regular quarterly meeting outlined in Section 1, shall furnish an agenda at least five (5) working days in advance of the scheduled meeting, and the names of those representatives who will be in attendance.

Section 3. Local Union employees, representatives attending labor management meeting shall not suffer a loss of pay for the straight time hours spent in such meetings, if held during the employee's regular scheduled hours of work.

ARTICLE 6 **NON-DISCRIMINATION**

Section 1. No person or persons or agencies responsible to the Employer nor the Union and its officers and members shall unlawfully discriminate for or against any employee on the basis of race, religion, color, national origin, sex, marital status, employee organization, veteran's status, military status, genetic information, or political affiliation, age or for the purpose of evading the spirit of this Agreement. The Employer and Union agree to abide by the provisions of applicable Federal, State, and Local Laws and executive orders regarding these matters as pertains to the administration of this Agreement.

Section 2. The Union and the Employer agree that membership in the Union shall be open to all employees of the Employer in accord with the Recognition Clause, Article 3, regardless of race, color, religion, national origin, sex, marital status, veteran's status, military status, genetic information, political affiliation, or age. The Employer will do nothing to discourage its employees from membership in the Union. The Employer agrees not to restrain or coerce any employee because of Union membership or because of any authorized employee activity in an official capacity on behalf of the Union. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no unlawful disparate treatment, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

ARTICLE 7

PROBATION PERIODS

Section 1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred eighty (180) calendar days. A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal. It is understood that probationary employees shall be entitled to applicable benefits enjoyed under this Agreement.

Section 2. A newly promoted employee will be required to successfully complete a probationary period in his/her newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of one hundred and twenty (120) calendar days. A newly promoted employee who evidences unsatisfactory performance in the new position shall be returned to his former position any time during his probationary period.

Section 3. Newly promoted bargaining unit employees may return to their former position within the first twenty-one (21) calendar days of the promotional probationary period. Newly promoted probationary employees may be returned by the Employer to their former position or similar position if the former position no longer exists, no sooner than twenty-eight (28) calendar days from the date the employee begins the new position, as defined in Section 2 herein, unless the health and safety of the employee or other employees is in question or for reasons of economy.

Section 4. Any employee hired as an Environmental Health Specialist in Training shall have twenty-four (24) months from the date of hire to pass the NEH test and become a registered Environmental Health Specialist. The Health Commissioner has the discretion to extend this time period up to an additional thirty-six (36) months in six (6) month increments. The twenty-four (24) months does not include the processing of the registration by the Ohio Department of Health.

ARTICLE 8

CORRECTIVE ACTION AND PERSONNEL FILES

Section 1. The tenure of every employee of the Employer shall be during good behavior and efficient service. No member shall be reduced in pay or position, suspended, discharged, or removed except for just cause. Nor shall the Employer take any form of corrective action against any member in the bargaining unit except for just cause.

Section 2. The Employer agrees that the principles of progressive corrective action will be followed with respect to minor offenses where such action is deemed appropriate, on (1) or more oral or written reprimands prior to any suspension for subsequent offenses; thereafter, more severe progressive corrective action may be taken. Progressive discipline shall take into account the nature of the violation and the employee's record of discipline. The Employer shall provide a copy of all written corrective action taken to the affected member and the Union's appropriate field representative immediately upon their publication.

Any objections to or allegations regarding such corrective action or documents by the affected member may be pursued through the grievance procedure and arbitration as provided herein, however, written corrective action that does not involve a reduction in pay or position, suspension or discharge shall be grievable only through Step Two (Health Commissioner) as set forth in Article 13, Grievance Procedure.

Section 3. Written reprimands will cease to have any force and effect for the purpose of progressive discipline and will be removed from the employee's personnel files one (1) year after the effective date of the reprimand providing there are not intervening reprimands during the one (1) year period. Suspensions will cease to have any force and effect for the purpose of progressive discipline and will be removed from the employee's personnel files eighteen (18) months after the effective date of the suspension providing there have been no intervening reprimands or suspensions.

Section 4. Investigatory Interview. An employee shall be entitled to the presence of a Union Steward at an Investigatory Interview upon request and if he/she has reasonable grounds to believe that the interview may be used to support disciplinary action against him/her. The employer will make best efforts to provide 24 hours advance notice to employee(s) who are required to be present at an investigatory interview. If a union steward is not available at the time scheduled, the interview shall be rescheduled to ensure union representation.

When employees have a right to and have requested a steward, stewards shall have the right to be informed of the purpose of the interview and to receive a copy of any documents the Employer gives to an employee to keep, during an investigatory meeting. Employees who are interviewed or testify during an investigation have no right to a private attorney, Ohio Revised Code (ORC) 9.82, notwithstanding.

Section 5. Pre-Disciplinary Conference. Whenever the employer (or designee) determines that an employee may be disciplined for just cause, including only suspension demotion or termination, the employer (or designee) will notify the employee that the employee is entitled to a pre-disciplinary conference. At least seventy-two (72) hours prior to the pre-disciplinary conference, the employee and his/her union representative shall be provided access to the investigation file. The employee may waive the pre-disciplinary conference. Prior to the conference, the employee and his/her union representative shall be informed in writing of the reasons for the contemplated discipline and the possible form of discipline. When the pre-disciplinary notice is sent, the employer will provide a list of witnesses to the event or act known of at that time and documents known of at that time used to support the possible disciplinary action.

An employee who is charged or his /her representative may make a written request for a continuance of up to forty-eight (48) hours. Such continuance shall not be unreasonably denied.

At the discretion of the employer, in cases where a criminal investigation may occur, the pre-disciplinary meeting may be delayed until after disposition of the criminal charges. The parties may agree to meet informally regarding a situation in which disciplinary action may potentially result. Both parties must agree to the informal meeting in order to attempt to resolve the matter without a formal scheduled pre-disciplinary conference.

Section 6. The Employer and Union agree that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to the expressed matters covered by this labor agreement.

ARTICLE 9 **PERSONNEL RECORDS**

Section 1. The Employer shall maintain an official file on every employee within the bargaining unit. On appropriate request by an employee, the employee shall be permitted to examine his official files at any reasonable time in the presence of a Union steward or other Union representative of the Employer and to have placed in such files non-derogatory memoranda offered by the employee. The Employer shall take all reasonable precautions to insure the confidentiality of the official personnel files.

Section 2. Association representatives may review an employee's personnel file at reasonable times in the presence of a representative of the Employer and when accompanied by the employee, or if the representative has written authorization from the employee.

ARTICLE 10 **APPLICATION AND INTERPRETATION OF WORK RULES, POLICIES AND DIRECTIVES**

Section 1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives consistent with statutory authority, to regulate the personal conduct of employees and the conduct of the Employers services and programs.

Section 2. The Employer agrees that every member at each facility shall have access to the work rules for the duration of this Agreement. Copies of newly established work rules or amendments to existing work rules will be furnished to both the appropriate employee Union official and the OCSEA staff representative at least fifteen (15) working days prior to the effective date of such rules or amendments. The Employer agrees to discuss the new work rules or amendments with the appropriate union official. From the date that the OCSEA staff representative receives any new or revised work rules, the staff representative shall have seven (7) days or longer by agreement of the parties, to review and comment on the new or revised work rules. Should any work rule conflict with law or with specific provisions of this Agreement, such rules shall be invalid to the extent of this conflict.

Section 3. The Employer agrees that all work rules shall be applied uniformly under similar circumstances within the group or groups of employees to whom such rules are directed. Work rules shall not be applied in violation of the express terms of this Agreement.

ARTICLE 11

UNION STEWARDS

Section 1. The Union will designate not more than two (2) Union stewards who are members of the Union and employees of Trumbull County Combined Health District. Should new facilities be established and/or bargaining unit employment increase during the life of this agreement or any extension thereof, upon notification to the Employer by the Union, a notice to negotiate will be served and negotiations will commence immediately to discuss the need for additional Union stewards.

Section 2. The Union shall designate the jurisdictional areas for the Union stewards. Jurisdictional areas will comprise an equal number of employees as is consistent with the geographical location of the work units covered.

Section 3. The Union shall notify the Employer in writing of the name of the Union stewards and respective jurisdictional areas within thirty (30) days after the stewards are appointed. The Union thereafter will forward any changes to the Employer as soon as the changes are made.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 1. The word “grievance” as used in this Agreement refers to an alleged failure of the Employer to comply with the provisions of this Agreement, or any other complaint or dispute concerning employee relations, working conditions and/or unjust or inequitable treatment.

Section 2. An employee who is in the bargaining unit may bring a grievance, under this procedure. Where a group of employees desires to file a grievance involving a situation affecting each other in the same manner, one (1) employee selected by such group will process the grievance. A list of all affected employees and their classifications will be attached to such group grievance.

Section 3. Employees may choose to have their appropriate Union steward represent them beginning with Step One of this grievance procedure. If an employee brings any grievance to the Employer’s attention beginning with Step One without first having notified an appropriate Union steward, the Employer representative to whom such grievance is brought shall not adjust the grievance until either he or the employee has personally (verbally or in writing) notified an appropriate Union steward and given such steward an opportunity to be present at such adjustment. This notification requirement shall not apply, however, to informal verbal attempts to resolve a grievance prior to Step One.

Section 4. An employee will always first attempt to resolve a grievance informally with their immediate supervisor and/or the Health Commissioner at the time the incidents, which led to the grievance, occurred or are first known by the employee.

Section 5. An employee may be given a reasonable time to consult with his appropriate union steward during working hours relative to a grievance matter after first notifying his or her

immediate supervisor and / or the Health Commissioner of his desire. The employee's supervisor and/or Health Commissioner will arrange a meeting to take place as soon as possible for the employee with his appropriate Union steward. Employees will be permitted a reasonable amount of time to investigate and process grievances during their regularly scheduled hours of employment. The employee, his appropriate Union steward, or the Employer will not abuse the investigative and processing time. In a group grievance, discussed in Section 2 of this Article, only one (1) grievant shall be in pay status during the investigative and processing steps provided in this Article.

Section 6. Reprimands shall be grievable through Step Two (Health Commissioner Step). If a reprimand becomes a factor in the first subsequent disciplinary grievance that goes to arbitration, the arbitrator may consider evidence regarding the merits of the reprimand. Any grievance of which a reprimand is an element of the claim shall not be arbitrable in accordance with this subsection.

Section 7. The following are the implementation steps and procedures for handling the employee's grievances:

- A. STEP 1. IMMEDIATE SUPERVISOR. Verbal discussion with employee and Union steward and immediate supervisor. This step may be waived upon the written request of the union steward to the Health Commissioner when the grievance involves a division director, and the Health Commissioner approves the request.
- B. STEP 2. HEALTH COMMISSIONER/DESIGNEE. If the grievance is not resolved at Step 1, the grievant and/or the Union shall raise the grievance in writing with the Health Commissioner/Designee. The Health Commissioner/Designee shall be informed that this discussion constitutes the second step of the grievance procedure. All grievances must be presented to the Health Commissioner/Designee not later than ten (10) working days from the date the grievant became or reasonably should have become aware of the occurrence giving rise to the grievance. The Health Commissioner/Designee shall investigate and respond in writing within seven (7) working days after the grievance is presented.
- C. STEP 3. ARBITRATION. The steward shall notify the Employer and the Union within ten (10) working days of the receipt of the Step 2 answer of his desire to seek arbitration. The determination of whether to seek arbitration rests with the Union.

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

Within fifteen (15) days of notification of the request to arbitrate, a representative of each of the parties (the Union and the Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Union shall submit a joint request to the Federal Mediation and

Conciliation Service (FMCS) to submit a panel list of nine (9) arbitrators who are residents of the State of Ohio. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) calendar days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party may reject up to one full list and request another list.

An arbitrator shall determine any question of arbitrability. Only disputes involving the interpretation, application, or alleged violation of a provision of the Agreement shall be subject to arbitration. Costs of the arbitration will be borne equally by the parties. The decision of the arbitrator shall be in writing and shall be final and binding on the parties in matters of contract interpretation and discipline only. The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor shall he/she impose on either party a limitation or obligation not specifically required by the expressed language of this Agreement.

If either party desires a verbatim record of the proceeding, it may cause such record to be made provided it pays for the record. If the other party desires a copy, the cost shall be shared.

Section 8. The Employer or his designated representative shall make a thorough investigation of the circumstances and allegations surrounding the grievance. Such investigation may include the taking of written statement, reviewing all available written reports, answers at the prior steps, corrective action reports, assignment sheets, time records, written instructions, policies, rules and regulations, and all other information pertinent to the grievance.

Section 9. The grievant and the appropriate Union steward will attend all steps of the grievance procedure. In addition, the grievant may choose a non-employee, duly accredited representative of the Union to attend the meeting.

Section 10. It is the Employer's and the Union's intention that all time limits in the above grievance procedure shall be met. Grievances may be settled or withdrawn at any step of the grievance procedure. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. Time limits set forth herein may only be extended by mutual agreement between the parties, which agreement shall be in writing. In the absence of such mutual extensions, the grievant may, at any step where a response is not forthcoming within specified time limits, move the grievance along to the next step in the grievance procedure and proceed therein as though the answer at the prior step had been given and was unsatisfactory.

Section 11. Either party may bring additional representatives to any meeting in the grievance procedure, but only upon advance mutual agreement among the parties specifically designated to attend that such additional representative or representatives has input which may be beneficial in attempt to bring resolution to the grievance.

Section 12. The Department and the Union shall develop jointly a grievance form. The Employer will supply such forms. The form is to be prepared in triplicate. Copies of the completed form, including the action taken, will be distributed to the Employer and the Union. The jointly developed grievance form will be made readily available to all bargaining unit members at each facility of the Employer. The appropriate officer of the Employer will assign a consecutive number to each grievance and will maintain a logbook available on request to the Union; to account for each number assigned.

ARTICLE 13 **WAGES AND OTHER COMPENSATION**

Section 1. The hourly wage schedule is established in Appendix A. A general wage increase of two percent (2%) shall be effective January 1, 2026. A general wage increase of two percent (2%) shall be effective the first full pay period after January 1, 2027. A general wage increase of two percent (2%) shall be effective the first full pay period after January 1, 2028.

Section 2. Newly hired employees shall enter at seventy-five percent (75%) of the entry level rate and after completing one (1) year of service they will progress to eighty percent (80%). After two (2) years of service they will progress to eighty percent (85%) and after completing three (3) years of service they will progress to ninety percent (90%) and hundred percent (100%) of the entry level salary in year five (5) of service.

This provision can be waived by the Health Commissioner if the candidate has previous health department experience or similar qualifying experience.

Section 3. Movement to Level 2 and Level 3. After completion of five (5) years of service in a classification with more than one level, the employee shall be paid at the Level 2 rate of pay. After completion of fifteen (15) years of service in a classification with more than one level, the employee shall be paid at the Level 3 rate of pay. The Levels of pay are set forth in Appendix A. The Health Commissioner has the discretion to hire a new employee up to the level of pay rate commensurate with the employee's public health department experience. Once hired, a new employee shall move further within the pay levels in accordance with the terms of the agreement.

Section 4. Longevity. Employees covered by this collective bargaining agreement will receive \$100.00 a year, times the number of years of service beginning after completion of the fifth year of employment and capping at thirty-two (32) years of employment with the Employer. All employees will be paid at the first full payroll payment in January of each year.

Example: after 5 years of service = \$500.00
 after 6 years of service = \$600.00
 after 7 years of service = \$700.00
 at 32 years of service = \$3200.00

Section 5. The Employer will reimburse employees who are required to drive their own vehicles in their employment for actual miles traveled at the current IRS rate. There will be retroactive adjustment made if the IRS approved rate increases. However, there will also be an adjustment if the rate decreases. Employees will maintain Employer supplied mileage forms on which accurate records of mileage will be kept. These forms will be turned into the employee's immediate supervisor on a bi-monthly basis.

Section 6. Retirement. An employee that has been employed with the Employer for thirty (30) continuous years of service and employee desires to retire, the employee must submit a 12-month advance notice in writing to the Employer of their intent to retire. With said advance notice in writing, employee will receive Three Hundred Dollars (\$300.00) for each year of service and said funds will be paid at quarterly increments over the last 12 months of employment. Employee must complete their 30th year of service. In the event an employee has submitted his or her notice of intent to retire and during the course of the 12-month notice period is placed on sick leave, this time will not be deducted from employees notice. However, sick time will be deducted in the usual fashion for bi-weekly payrolls in accord with the collective bargaining agreement.

The advance notice in writing shall be addressed to the Trumbull County Board of Health and forwarded to the Health Commissioner who serves as Secretary to the Board of Health. A copy shall also be forwarded to the Union. The advance notice in writing is irrevocable once it has been submitted to and accepted by the Board of Health.

This section in no way implies that once an employee has reached 30 years of service, he or she must retire, they may continue working and any years accrued after 30 years will count towards their last year of service salary rate.

Section 7. Retention Bonus Lump Sum. The Trumbull County Combined Health District shall pay a retention bonus in the form of a single lump sum payment in the amount of five hundred dollars (\$500.00) to each bargaining unit member actively employed by the District at the time of payment. The payment shall be made the first full pay period of February 2026.

ARTICLE 14 **HOURS OF WORK AND OVERTIME**

Section 1. The work period shall begin at 12:00 a.m. on Sunday and continue for seven (7) consecutive calendar days (one hundred sixty-eight (168) consecutive hours) ending at 11:59 p.m. the following Saturday.

Section 2. The normal work schedule for full-time bargaining unit employees shall consist of forty (40) hours of work performed during the seven (7) day work period. The normal business hours of the Employer are Monday through Friday, 8:00 a.m. – 4:00 p.m. As long as the operational needs of the Employer are met, employee work schedules shall coincide with the Employer's normal business hours. The Employer shall make available to each employee a one (1) hour paid lunch period each work day. Work schedules may vary from the normal hours based

upon the operational needs of the Employer or the mutual agreement of the Employer and the employee.

The Employer may make a temporary change to an employee's schedule in order to meet the operational needs of the Employer after a minimum of fourteen (14) days advance written notice. Any such change shall not reduce the employee's hours of work.

Section 3. When an employee is required to work in excess of forty (40) hours during the seven (7) day work period, he shall be paid overtime pay for such time actually worked over forty (40) hours at the rate of one and one-half (1½) times his regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. For purposes of determining an employee's eligibility for overtime, all hours actually worked by the employee will be included. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime.

Section 4. With approval of the Employer, employees may elect to accrue compensatory time off in lieu of cash overtime. The financial restraints of positions funded by grant money shall be an appropriate topic for a labor-management meeting. Compensatory time off will be earned on a time and one-half (1-1/2) basis. The maximum accrual of compensatory time shall be eighty (80) hours with carry over to the next calendar year up to 40 hours. Any employee, who has accrued compensatory time off, and requests use of this compensatory time, shall be permitted to use such time off within a reasonable period after making the request or, if such use is denied, the compensatory time requested shall be paid to the employee at his/her option.

Section 5. All employees of the Trumbull County Combined Health District are considered to be on call twenty-four (24) hours a day to handle emergencies. Employees, who are called to work outside of their regularly scheduled shift and cannot be reached for the emergency work, shall not be subject to discipline. Employees directed not to report to work, or sent home due to weather conditions (snow & ice), shall be granted leave with pay at the regular rate for their scheduled work hours during the duration of the emergency.

Only employees required to report to work, or required to stay at work during such weather (snow & ice) emergency shall receive pay at time and one half (1-1/2) for hours worked during the emergency.

A weather (snow and ice) emergency shall be considered to exist for Trumbull County when it is declared by Trumbull County Sheriff or the Trumbull County Health Commissioner. Weather emergencies for other locales where employees live or travel shall not be recognized by the Employer for purposes of requiring Employees to report to work.

Section 6. Permanent changes to work schedules shall be made only to meet the operational needs of the Employer and shall not be made arbitrarily.

A minimum of five (5) work day's written notice will be provided to members affected by a work schedule change, except when changes are necessitated by unforeseen situations. A member will

not be required to change his posted schedule solely to avoid payment of premium pay to such member.

Section 7. Flex-Time Hours. “Flex-time hours” shall be defined as a mutually agreed upon adjustment to the starting and ending time of an employee’s workday, to accommodate a forty (40) hour work week. Employees in the bargaining unit may utilize flexible hours on a short-term basis if approved by the supervisor.

Section 8. Continuing Education. Continuing education is always the responsibility of the employee and the Employer bears absolutely no responsibility for providing neither the means nor the methods of maintaining their own continuing education requirements.

Currently the Employer has the following position classifications, which require mandatory continuing education requirements by a state agency or organization in Ohio.

<u>Position</u>	<u>CEU Requirement</u>
Environmental Health Specialist in Training	24 hours per two years
Registered Environmental Health Specialist	24 hours per two years
Registered Nurse	24 hours per two years
Social Worker	30 hours per two years
Health Educator (C.H.E.S.)	15 hours per year
Plumbing Inspector	10 hours per year
State Teacher’s Certification	6 hours every 4 years or Ohio Department of Education requirement
Family Service Coordinators	10-20 hours per year
Family Support Specialist	20 hours in a two year period
Commercial Pesticide Applicator	5 hours in a three year cycle

The Employer agrees to continue the past practice of allowing any employee who possesses a credential, certificate, etc. in any of the above listed positions, regardless if they are currently practicing in that particular field for the Employer, to attend continuing education programs up to the maximum number of required hours on the paid time of the Employer. If an employee wants to attend additional continuing education programs after they have reached their annual limit, then the employee shall be charged either vacation or compensatory time for attending programs beyond their annual limit. However, if the Employer provides written notice to the employee that they are required to attend a program after the employee has reached their annual limit, then no leave time shall be assessed the employee.

Overtime, comp time for travel or mileage shall be provided to employees who attend programs ONLY if they are required to attend by the Employer and the authorization is provided in advance of the program.

ARTICLE 15

SENIORITY

Section 1. “Seniority” for purposes of this Agreement shall be defined as total service in the employ of the Employer within the bargaining unit from the employee’s last day of hire. Employees who leave the bargaining unit for any reason shall retain their bargaining unit seniority, but shall not accrue additional seniority when working in a non-bargaining unit position.

Section 2. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave.

Section 3. Ties in seniority shall be broken in the descending numeric order of the last four (4) digits of the employee’s social security number. For example, two employee’s hired the same date and having last four digits of social security number 1234 and 5678, the employee with 5678 would have seniority over the other employee with the number 1234 for all matters to include promotions, layoffs, etc. The last four digits are the numeric number not the sum of the four digits.

Section 4. The Employer shall prepare and maintain seniority lists of employees in job classifications where there are members. These lists shall be provided to and posted semi- annually by the top in-house Union official on the bulletin boards provided in Article 14. The lists shall contain each employee’s name, his classification, seniority date and his total seniority. Members shall have thirty (30) calendar days from the date of the posting to inform the Employer of alleged errors in the dates posted.

ARTICLE 16

VACANCIES, PROMOTIONS, TRANSFERS

Section 1. It is the policy of the Employer to provide classified employees with an opportunity to be promoted and transferred. Therefore, when a vacancy occurs in a full-time or part-time position in the bargaining unit (as defined in Article 3) in a facility or other employing unit, the Employer shall post a notice, indicating the position vacancy, also hourly wage scale or salary, on appropriate bulletin boards (upstairs hallway outside of the kitchen and employee bathrooms) in all facilities for a period of at least five (5) calendar days (not including the day of posting). Employees will be emailed a copy of said posting the day it is posted on the appropriate bulletin boards. Interested employees - members may have their applications considered by filing a written statement, on forms provided by the Employer, to the Director listed on the posting within the first five (5) calendar days of the posting (not including the day of the posting). It is understood that pursuant to Article 2, the Employer will decide when a vacancy exists or is imminent and that such vacancy will not be posted until the Employer has approved that vacancy and will be filled once the job has been posted, however, it will be filled pursuant to this Article and within two (2) calendar weeks after the end of the posting period.

Each posting will contain the statement that those who are applying for the posted position for promotional purposes should those bidding upon the position as a lateral transfer be granted the

job pursuant to this Article, such promotional applicants will be subject to accepting the remaining opening on a shift, schedule work week, or in a work area different from that on the original posting position should they agree to accept such remaining position. One (1) copy of such posting shall be furnished to the highest-ranking officer of the Union employed by the Employer.

Section 2. All member-applicants for promotion or transfer must meet the following criteria:

- A. Minimum job qualifications. (For those positions currently in the bargaining unit, the minimum job qualifications shall not be increased for the purpose of excluding current Health Department employees.)
- B. Familiarity with the required duties of the new position including past work history in the same or related position for any Employer.
- C. Physical ability to do the work required by the job requirements.
- D. The employer may use selection devices, proficiency testing and / or assessment tools to determine if an applicant meet minimum qualifications and if applicable to rate applicants.

When qualifications are relatively equal, seniority will control.

Section 3. Upon receipt of the application for the posted vacancy, first consideration shall be given to those timely, in-house applicants who are in the same class as the open position and are therefore requesting a lateral transfer to the vacancy; second consideration shall be given to those timely, in-house applicants in positions beneath the vacant position who desire the position as a promotion.

Section 4. If the position is not filled by lateral transfer or the promotion of a current member of the bargaining unit, the Employer shall consider outside applicants. No outside applicant will be selected who has less qualifications than a member-applicant whose application cannot be turned down for other reasons provided by this Article. Once this vacancy is filled, the vacancy left by the selection of the in-house applicant for promotion may be posted and the process above will be repeated as to the new vacancy.

Section 5. When the Employer advances a member to a higher classification, his new pay rate will become effective no later than the date of his advancement. If the newly promoted employee is deemed not suitable for the position he/she has been promoted to; as determined by the Direct Supervisor and Health Commissioner through written evaluations, the employee will be given the opportunity to return to the previously held position and salary in accordance with the provision in Article 8, Probationary Period.

Section 6. Any employee within the bargaining unit, who is temporarily assigned to duties of a position within the bargaining unit with a higher pay range than is the employee's own, other than a tier one (1), two (2), or three (3) in their classification, shall be eligible for a working level pay adjustment (e.g., a secretary 1 filling in for a secretary 2 will not receive a pay adjustment but a secretary filling in for the administrative secretary would). This pay adjustment shall increase the employee's base rate of compensation to the classification salary level of the higher position. This pay adjustment shall in no way affect any other pay supplement, which shall be calculated using the employee's normal classification salary base.

ARTICLE 17

LAYOFF AND RECALL

Section 1. In the event that the Health Department suffers a lack of work or funds necessitating a reduction *in force, reduction in hours*, or abolishment of a position in the work force, the Health Department shall have the right to institute a layoff. Layoffs and recalls shall be conducted solely in accordance with the terms and conditions of this Article, Ohio Revised Code Sections 124.321 to 124.327 are specifically preempted.

Section 2. The Employer shall send notice to the Union, outlining the justification for any reduction in force *or reduction in hours*, along with the number and classification of affected bargaining unit members. Such statement shall be sent prior to any layoff notice.

For the purpose of this Article the terms listed in the above section 1 shall be defined as follows:

- A. “Lack of funds” means the Employer has a current or projected deficiency of funding to maintain current, or sustain projected, levels of staffing and operations. Whenever a program receives funding through a grant or similar mechanism, a lack of funds shall be presumed for the positions assigned to and the employees who work under the grant or similar mechanism if, for any reason, the funding is reduced or withdrawn.
- B. “Lack of work” means the Employer has a current or projected temporary decrease in the workload, expected to last less than one (1) year, which requires a reduction of current or projected staffing levels. The determination of a lack of work shall indicate the current or projected temporary decrease in the workload of the Employer and whether the current or projected staffing levels will be excessive.
- C. “Abolishment” means the permanent deletion of a position or positions from the organization due to lack of continued need for the position. The determination for the need to abolish positions shall indicate the lack of continued need for the positions.

Section 3. The Employer or his designee shall layoff that number of individuals as is required, in the reverse order of seniority, within the affected classifications. The Employer or designee shall eliminate all seasonal, temporary, casual, student interns, contract employees and new hires that have not completed their probationary period within the affected job classification before full-time or part-time employees. Prior to the layoff of any regular full-time or part-time employee, the Employer shall solicit volunteers for the layoff from within the affected job classification.

Section 4. The Employer shall decide which classification or classifications shall be affected, the work area, and the number of layoffs which will occur in each classification. Employees shall be laid off in inverse order of their seniority. All employees in the affected classification shall be given a fifteen (15) calendar day notice of the intended layoff.

Section 5. Any employee receiving notice of layoff shall have five (5) working days following receipt of said notice in which to use his seniority to exercise his right to displace another employee.

An employee who is laid off or who is displaced as a result of a layoff, shall have the right to displace the employee with the least seniority in another classification, provided, the laid-off or displaced employee is qualified to perform the job functions in that classification, provided the classification is a lower or equivalent classification in rate of pay to the employee's current classification, and provided the employee is able to perform the available work without greater than normal supervision and training. Any employee who displaces into a lower rated position shall be compensated at the lower rate of pay and benefits. Any employee who is displaced from his position shall have five- (5) working days in which to exercise his displacement rights in a similar manner.

Any employee, who does not have sufficient seniority and is not qualified to displace another employee, shall be laid off and placed on a recall list. Any employee laid off or displaced from his classification by the procedures of this article may elect to take the layoff rather than exercise his displacement rights. Such election shall be made at the time the layoff occurs and shall be considered final. The employee can only be recalled into their last position within their classification during the 24 month recall period. All recall rights terminate after 24 months from the last day worked.

Section 6. Employees who have exercised their bumping rights shall be moved into their original position when that position becomes available. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 7. Laid off employees shall remain on a recall list for twenty-four 24 months from their last day of work. Recall from layoff shall be made from the list in reverse order of layoff providing that the recalled employee is able to perform the available work without greater than normal supervision and training. The Employer or designee shall notify the employee by certified mail sent to the last place of residence shown for the employee on the Health Department records. If the employee has not accepted the offer or recall within seven (7) days of the date of mailing, he/she shall forfeit recall rights and the employee shall be removed from the seniority list. Likewise, if the recalled employee does not actually return to work within fourteen (14) days, recall rights shall be forfeited.

Section 8. Employer agrees that the ability to conduct mandated programs shall be considered before any lay-off occurs. Part-time personnel may occur within any classification. A full-time employee may displace a part-time employee in the same classification.

Section 9. Any person laid off from a position excluded from the bargaining unit as set forth in Article 3, Recognition shall not have any rights to displace a member of the bargaining unit.

ARTICLE 18

SICK LEAVE AND INJURY LEAVE

Section 1. All employees shall accrue sick leave credits. Earned at a rate of 4.6 hours for each 80 hours of service in active pay status and sick leave accrued, but not used or converted as hereinafter provided any year, shall be cumulative without limit.

Part-time, seasonal, and intermittent workers shall be credited with sick leave at the same rate (prorated for hours worked). Employees who are granted their leave of absence with pay or without pay for sick leave at the regularly prescribed rate during such absence with pay or without pay for sick leave at the regularly prescribed rate during such absence, but such accrual shall not be available to employees until return from leave. Sick leave credits will not accrue during a period of suspension or other types of leave without pay.

Section 2. Sick Leave And Injury Leave. Sick leave shall be granted to employees who are unable to work because of illness or injury of the employee or a member of his/her immediate family or because of medical appointments or other ongoing treatment. The definition of “immediate family” for purposes of this Article shall be the employee’s spouse, significant other, child, grandchild, parents, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, brother, sister, brother-in-law, sister-in-law, or legal guardian or other person who stands in place of a parent. A period of up to seven (7) working days of sick leave will be allowed for parenting during the postnatal period or following an adoption.

Section 3. Employees Responsibility. An employee on sick leave shall inform his immediate supervisor of the fact, at least thirty (30) minutes after the starting time, except in case of provable inability to make a telephone call and providing further that the call shall be made as soon as possible thereafter.

Section 4. Fraction of a Day. Absence for a fraction of a day that is chargeable to sick leave in accordance with those provisions shall be charged proportionately in amounts of not less than one quarter (1 /4) hour.

Section 5. A bargaining unit employee having a minimum of five (5) years’ service with the Employer who retires under the applicable pension plan of the Employer shall, within thirty (30) calendar days of the effective date of retirement, receive a lump sum payment for accumulated but unused sick leave pursuant to the chart in Section 7 of this Article. Such payment shall be based on the employee’s rate of pay at the time retirement.

In the event a bargaining unit employee with five (5) or more years of service with the Employer dies while employed, the Employer shall pay the deceased employee’s surviving spouse, child, or parent, or estate the above-referenced payment.

Section 6. Evidence Required for Sick Leave Usage. Upon return to work the employee must complete a standard written signed Sick Leave Use Statement. The written statement must be submitted immediately upon the employee’s return to work and is subject to the approval of the Employer. The employee’s Sick Leave Statement and Physician’s Document, if required, (absence of three (3) consecutive days) must indicate that the employee may return to work without restrictions/limitations.

Section 7. Unused Sick Leave Conversion. Any employee may elect, at the time of separation from active service with the Employer and with five (5) or more years of service with the Trumbull County Health Board, to be paid in cash, for various defined percentages of the value, up to a

maximum of one hundred, twenty (120) days, of his or her accrued, but unused, sick leave credit, such payment to be based on the employee's rate of pay at the time of separation. Such election must be made no later than ninety (90) days from the final date of employment. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at the time. Such payment shall be made only once to any member.

<u>Balance of Sick Leave</u>	<u>Cash Percentage</u>
0 to 1,000 Hours	50% of 960 Hours
1,001 to 1,300 Hours	60% of 960 Hours
1,301 to 1,500 Hours	70% of 960 Hours
1,501 to 1,900 Hours	80% of 960 Hours
1,901 or More Hours	90% of 960 Hours

Section 8. The Employer maintains the right to control employee attendance and absenteeism. In the event that an employee uses excessive amount of sick leave which cannot be justified or develops a pattern of sick leave abuse appropriate corrective and / or disciplinary action will be taken.

ARTICLE 19 **DONATION OF PAID LEAVE**

Section 1. Employees may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of this leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to a serious illness or injury of the employee or a member of the employee's immediate family.

Section 2. An employee may receive donated leave up to the number of hours the employee is normally scheduled to work in each pay period provided that the employee who is to receive the donated leave:

- A. (or a member of the employee's immediate family) Has a serious illness or injury;
- B. Has no accrued leave or has not been approved to receive other state or federal government paid benefits; and
- C. Has applied for any paid leave, workers' compensation, or benefits program for which the employee is eligible.

Employees who have applied for these benefits may use donated leave to satisfy any waiting period for such benefits where applicable and donated leave may be used following a waiting period, if one exists, in an amount equal to the benefit provided by the program (e.g., fifty-six hours per pay period may be used by an employee who has satisfied the disability waiting period and is pending approval; this amount is equal to the seventy percent [70%] provided by disability).

Section 3. Employees may donate leave if the donating employee.

- A. Voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned;
- B. Donates a minimum of eight (8) hours;
- C. Retain a combined leave balance of at least one hundred and twenty (120) hours.

Leave shall be donated in that same manner in which it would otherwise be used.

Section 4. The leave donation program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits that they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before any additional donated leave may be received. Donated leave shall be considered sick leave but shall never be converted to a cash benefit.

Section 5. Employees who wish to donate leave shall certify:

- A. The name of the employee for whom the donated leave is intended;
- B. The type of leave and the number of hours to be donated;
- C. That the employee will have a minimum combined leave balance of one hundred twenty (120) hours; and
- D. That the leave is donated voluntarily, and the employee understands that the donated leave will not be returned.

Section 6. The Employer and the Union shall ensure that no employees are forced or coerced to donate leave. The employer shall respect and employee's right to privacy, however. the employer may, with the permission of the affected employee or a member of the employee's immediate family, inform employees of their co-worker's critical need for leave. The employer shall not directly solicit leave donations from employees and the donation of leave shall occur on a strictly volunteer basis.

Section 7. Except in the case of determining eligibility to participate and other applicable sections of this article, disputes or claims of bias or prejudice between or among employees in donating leave shall be the sole provenance of the union and its members. The employee(s) shall have no appeal under the grievance procedure.

Section 8. Except as outlined in Section 7 above, no employee shall have any claim of bias, discrimination or prejudice against the union, its members or agent. It is understood that the donation of paid leave is a personal, voluntary, and individual choice of the donor and the employee requesting such leave shall have no course of action against any employee of their representatives for the denial of donation. Such program is neither management nor union driven.

ARTICLE 20

FAMILY AND MEDICAL LEAVE

Section 1. The Trumbull County Combined Health District (TCCHD) shall provide Family Medical Leave for all eligible employees pursuant to the provisions of the Family Medical Leave Act and related federal regulations, as set forth in the District's policy.

Section 2. The FMLA entitles eligible employees of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave. Eligible employees are entitled to:

- Twelve workweeks of leave in a 12-month period for:
 - the birth of a child and to care for the newborn child within one year of birth;
 - the placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
 - to care for the employee's spouse, child, or parent who has a serious health condition;
 - a serious health condition that makes the employee unable to perform the essential functions of his or her job;
 - any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty;" or
- Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

Section 3. Eligible employee means:

- A. The person has worked for the employer for at least twelve (12) months of actual hours worked. The 12 months need not be consecutive, but service prior to a break in service up to seven (7) years ago, need not be counted.
- B. The person has worked for the employer for at least 1,250 hours in the 12-month period prior to the date on which leave is to commence. All paid vacation leave, sick leave, holiday pay and any paid FMLA leave will be excluded from counting towards this time.

Section 4. More information regarding the FMLA is available in the Employer's policy and at <https://www.dol.gov/agencies/whd/fmla/factsheets>.

Section 5. An employee who requests leave because of his or her own serious health condition, or the need to care for an immediate family member with a serious health condition, can take the leave intermittently when it is physician certified as medically necessary or on a reduced basis. If the employee wants to take leave on an intermittent or reduced basis for the birth or adoption of a

child, the employee may do so only if approved by Trumbull County Board of Health. Employees who request intermittent leave based on foreseeable medical treatment may be temporarily transferred to a job with equal pay and benefits that better accommodates recurring periods of leave than the employee's regular position.

Section 6.

- A. The employer requires that employees substitute their accrued but unused sick, vacation, personal, and comp-time for unpaid FMLA leave as follows:
 - 1. Sick leave can only be substituted for FMLA leave that involve serious health conditions.
 - 2. Vacation, comp-time, and personal time can be substituted for FMLA leave for all qualifying reasons listed in section 4 of this article.
- B. Spouses or significant partners employed by the TCCHD may only be entitled to a combined total of twelve (12) weeks of leave rather than twelve (12) weeks each for birth, adoption, or care for a parent with a serious health condition.
- C. Light Duty: the employer shall not count an employee's time worked during a temporary light-duty assignment against the employee's twelve (12) week FMLA allotment.

Section 7. An employee who uses his or her leave is entitled to be restored to his or her position of employment when the leave commenced or to a position equivalent in pay. If the employee took leave for his or her own serious health condition, the employer requires that the employee produce certification of fitness for duty prior to restoration of duty. The certification must relate to the condition for which the employee took FMLA leave.

Section 8. The Trumbull County Board of Health will maintain coverage of the employee under any group health plan for the duration of the family leave, except that the Trumbull County Board of Health shall recover the premiums paid for continuation of coverage of any employee who fails to return to work unless the failure to return is due to the continuation or recurrence of a serious health condition beyond the control of the employee.

ARTICLE 21 **VACATION**

Section 1. Full-time and part-time employees are entitled to vacation with pay after six (6) months of continuous service in an active pay status and based upon a 2080-hour work year for full-time employees. Part-time employees shall have their vacation time pro-rated according to the number of hours they normally work in a pay period. The amount of vacation leave to which an employee is entitled is based upon length of service (pro-rated for part-time employees) as follows:

Length of Service	Vacation
Less than six (6) months	None
Six (6) months to completion of 1 year	40-80 hours
1 year through completion of 5 years	80 hours
6 years through completion of 10 years	120 hours
11 years through completion of 15 years	160 hours
16 years through completion of 20 years	200 hours
completion of 21 years or more	240 hours

Such vacation leave shall be accrued to employees at the following rates:

Annual Vacation Entitled to	Credited Per Pay Period	Maximum Accrual
40- 80 hours	3.1 hours	
80 hours	3.1 hours	240 hours
120 hours	4.6 hours	360 hours
160 hours	6.2 hours	480 hours
200 hours	7.7 hours	600 hours
240 hours	9.2 hours	720 hours

Section 2. No employees will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he/she has completed their one hundred eighty (180) day probationary period of employment with the Employer.

Section 3. The Employer reserves the right to limit the number of employees who may be granted vacation leave at any specific time.

Section 4. Vacations and comp-time shall be taken in minimum increments of one- quarter (1/4) hour. Vacations and comp-time are scheduled in accordance with the workload requirements of the Employer. For this reason, the Employer shall require vacation requests of one (1) week or more to be made at least one (1) week prior to the effective date of such leave. Any leave requests of less than one (1) week duration are subject to the discretion of the Employer. Except for emergencies, vacation, and comp-time leave requests, of less than one (1) week in duration, must be made to the supervisor at least twenty four (24) hours in advance of the leave.

Section 5. An employee may take vacation leave between the year in which it was earned and the next anniversary day of the employment. The Employer shall permit an employee to carry vacation from year to year not to exceed three (3) years. Each employee may receive cash payment for up to two (2) weeks, in one week increments, of accumulated but unused vacation at the end of each calendar year. Employee must have 80 hours of accumulated vacation remaining after a cash payment of (1) week or (2) weeks. Requests for such payment shall be submitted to the employee's supervisor no later than the last pay in November of each year. (See Appendix C for form)

Section 6. Days specified, as holidays in this Agreement shall not be charged to an employee's vacation leave.

Section 7. An employee is entitled to compensation, at his current rate of pay, for the prorated portion of any earned, but unused, vacation leave for the current year to his credit at time of separation, and in addition, shall be compensated for any unused vacation leave accrued to his credit, to the maximums set forth by this Article.

Section 8. Vacation time is earned during the time the employee is on active pay status. It is not earned while an employee is on any unpaid leave.

ARTICLE 22 **BULLETIN BOARD**

Section 1. The Employer shall provide a bulletin board in agreed upon area of the office for use by the Union to enable employees in the bargaining unit to see notices posted thereon when reporting to or leaving their workstations or during their rest periods. Material posted shall not be derogatory of inflammatory and shall not constitute partisan political material.

ARTICLE 23 **ANNUAL CLOTHING ALLOWANCE**

Section 1. Annual Clothing Allowance. Each employee shall be provided with a clothing allowance in an amount up to fifty dollars (\$50.00) per year to be applied to the purchase of selected and approved Board of Health logoed clothing. Orders for clothing items shall be made once per year by the Board. If an employee wishes to purchase an item of clothing that exceeds the allowance, the employee may reimburse the Board of Health the additional cost of the item ordered.

ARTICLE 24 **HOLIDAYS**

Section 1. Employees shall receive eight (8) hours of holiday pay for the holidays indicated below, which shall be observed on the day indicated. Part-time employees holiday pay will be prorated, for example hours worked per week divided by five (5); i.e., twenty-five (25) hours divided by five (5) equals five (5) hours holiday pay.

The District will recognize any additional holiday declared by the Governor of the State of Ohio or the President of the United States.

A. Holidays Observed

- | | | |
|-----|------------------------|--------------------|
| (1) | January 1 | New Years Day |
| (2) | January -3rd Monday | Martin Luther King |
| (3) | February-3rd Monday | President's Day |
| (4) | May-last Monday | Memorial Day |
| (5) | June 19 | Juneteenth |
| (6) | July 4 | Independence Day |
| (7) | September - 1st Monday | Labor Day |

(8)	October-2nd Monday	Columbus Day
(9)	November 11	Veteran's Day
(10)	November-4th Thursday	Thanksgiving Day
(11)	November-4th Friday	Day After Thanksgiving
(12)	December 24	Christmas Eve
(13)	December 25	Christmas Day
(14)	December 31	New Year's Eve

- B. In the event that any of the recognized holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. If the recognized holiday falls on a Sunday, the next succeeding day shall be deemed a holiday.
- C. If a holiday occurs during an employee's vacation or sick day, the holiday shall not be deducted from the employee's vacation or sick leave pay allowance.
- D. When a holiday falls within the regularly scheduled work week, and if a sixth or seventh day is worked, the holiday shall be considered time worked in computing the number of hours an employee has worked that week.
- E. Employees required to work on any holiday shall receive two (2) times the employee's regular straight time hourly rate for all hours worked on the holiday.

Section 2. Personal Days. Employees shall receive four (4) personal days at the employee's discretion. These personal days cannot be carried over to the next year. During the employee's first year of employment, the personal days shall be credited to the employee on a pro rata basis as follows:

Hired January through March	4 days
Hired April through June	3 days
Hired July through September	2 day
Hired October through December	1 days

ARTICLE 25

LEAVES OF ABSENCE

Section 1. Funeral Leave. If a death occurs among members of an employee's immediate family, the employee shall be granted a leave with pay for three (3) days. When an employee requests such leave, the employee must show proof of death and the relationship to the deceased. Proof of death may be in the form of a letter from the family physician, publication from the local newspaper or other verified form.

In the event more time is needed to attend to personal and family matters, the employee may request additional time off and at which time the employee shall use accumulated vacation and sick leave time or apply for leave without pay.

For the purpose of this Article “immediate family” shall be defined as to include the employee’s: mother, father, sister, brother, child, spouse, significant other, grandparents, grandchildren, mother-in-law, father-in law, sister-in-law, brother-in law, son-in-law, and daughter-in-law. One day of funeral leave will be granted for the following extended family members of the employee: Niece, Nephew, Aunt, and Uncle.

Section 2. Education Leave. Employees may be granted a leave of absence without pay to pursue-educational opportunities. Employees who have completed two (2) years of service with the health department may be granted an educational leave as indicated in this section. Application for such leave must be applied for in writing at least three (3) months prior to the beginning of said leave; the employee shall also indicate a return to work. Such leave may be granted for a period not to exceed six (6) months. Approval will be subject to the operational needs of the employer. No insurance benefits shall be provided to any employee on education leave after the employee has been on leave after thirty (30) days, nor shall any leaves accrue during such leave. The employee shall be provided with COBRA notification for continuance of insurance.

Any employee who fails to report to work from an unpaid leave of absence on the date expected, without first obtaining prior approval from the Board of Health for an extension, shall be subject to disciplinary action, up to and including termination.

While an employee is on leave of absence, the Employer maintains the right to leave the position vacant for the duration of the leave of absence or fill the position with a temporary employee at the discretion of the Employer.

Section 3. Unpaid Leave.

- A. **Medical Reasons.** The Employer shall grant unpaid leaves of absence to employees upon request for an inability to work due to extended illness or pregnancy and childbirth of up to one (1) year if an employee has exhausted all other paid leave. The employee shall provide periodic, written verification by a medical doctor showing the diagnosis, prognosis and expected duration of the inability to work.

Prior to requesting an extended medical leave, the employee shall inform the Employer in writing of the nature of the medical condition and estimated length of time needed for leave, with the written verification by a medical doctor. If the employer questions the employee’s ability to perform his/her regularly assigned duties, the Employer may require a decision from an impartial medical doctor, paid by the Employer, as to the employee’s ability to return to work. If the employee is determined to be physically capable to return to work, the employee may be terminated if he/she refuses to return to work.

No insurance benefits shall be provided to any employee on a medical unpaid leave of absence after thirty (30) days unless such leave qualifies under FMLA, nor shall any leaves accrue during such leave. The employee shall be provided with COBRA notification for continuance of insurance.

- B. **Non-Medical Reasons.** The Employer may grant unpaid leave of absence to employees upon request for a period not to exceed one (1) year. Appropriate reasons for such leave

may include, but are not limited to. education, parenting (if greater than ten (10) days), family responsibilities, or holding elective office (where holding such office is legal). The position of the employee who is on unpaid leave of absence may be filled on a temporary basis, with a contract employee, for the duration of the leave only. The original employee shall be reinstated to the same or a similar position if he/she returns to work within one (1) year. The Employer may extend the leave upon the request of the employee. No benefits shall be provided to any employee on a non-medical unpaid leave of absence after thirty (30) days, nor shall any leaves accrue during such leave. The employee shall be provided with COBRA notification for continuance of insurance.

- C. Any employee who fails to report to work from an unpaid leave of absence on the date expected, without first obtaining prior approval from the Board of Health for an extension, shall be subject to disciplinary action, up to and including termination.

ARTICLE 26

MILITARY LEAVE

Section 1. Employees shall be provided with military leave pursuant to state law (Ohio Revised Code 5923.05) and federal law (Uniformed Services Employment and Reemployment Rights Act of 1994 [Title 38 U.S. Code, Chapter 43, Sections 4301-4335, Public Law 103-353]).

Section 2. Ohio law currently provides that an employee who is a member of a reserve component of the Armed Forces of the United States is entitled to leave without loss of pay for twenty-two (22) eight (8) hour days within a federal fiscal year. If the employee is called for service, as defined in the law, for a longer period of time, the employee may be entitled to pay supplements as set forth in the law.

Section 3. The Uniformed Services Employment and Reemployment Rights Act (USERRA), provides for the employment and reemployment rights for all uniformed service members. Information about USERRA is also available on the Internet. An interactive system, The USERRA Advisor, answers many of the most-often-asked questions about the law. It can be found in the “elaws” section of the Department of Labor’s home page at www.dol.govhttps://webapps.dol.gov/elaws/userra.htm.

ARTICLE 27

INSURANCE AND HOSPITALIZATION

Section 1. The Board of Health agrees to provide all full-time permanent bargaining unit employees health insurance which includes hospital/medical/surgical plan, dental benefits, vision benefits and prescription drug coverage. The benefits offered will be the same benefits that are offered under the Trumbull County Commissioners Health Insurance Consortium i.e. (County Commissioners). The employee will be subject to the levels of benefits, co-pays, and deductibles in existence for the health insurance program at any given time. The employee will be required to pay as set by Trumbull County which is currently set at 11%.

Section 2. If changes are made that would affect the current levels of benefits existence at the effective date of the agreement, the Union would have the option of either accepting the changes to the levels of benefits or receive monthly from the Employer a lump sum monetary payment to the Union the amount of health insurance premium being paid at the time the changes are made so that the Union could purchase the health insurance -plan on their own.

Alternatively, the Employer shall designate a designee to work with a committee of bargaining unit members. An insurance committee will be formed which will consist of members of management and the bargaining unit. The committee will be of an equal amount of team members. The committee will have the task of recommending cost saving measures to the board and/or health commissioner. The committee may meet at least once every quarter or more if necessary. The times of the meetings shall be set and approved by the employer. The committee will look at any alternatives to help defray rising health care costs.

Section 3. Insurance buy-back program for Hospital/Medical/Surgical Plan, Dental/Vision, and Prescription Drug Card plan, shall consist of employee being paid \$1,500.00 per year. This payment will be made on a monthly basis via the payroll checks.

Section 4. The Board of Health agrees to provide to employees a straight life insurance Policy in the minimum amount of fifty thousand dollars (\$50,000.00). The Trumbull County Risk Management Insurance Department of the Board of County Commissioners shall negotiate said policy.

Section 5. The Board of Health shall provide public officials liability insurance at a level determined by the Board of Health. The Board of Health shall not be responsible for the payment of any individual professional liability insurance -coverage.

ARTICLE 28

JURY DUTY

Section 1. Members shall receive full pay for regularly scheduled working hours. on any day when a member is required to appear before any court for jury duty by United States or Ohio courts. Any fees received by a member for such activity shall be remitted to the Employer, unless such duty is performed outside scheduled working hours for such members.

ARTICLE 29

SAVINGS CLAUSE

Section 1. Should any part of this Agreement be declared invalid by operation of law or by tribunal of competent jurisdiction, the remainder of the Agreement will not be affected thereby, but will remain in full force and effect. In the event any provision is thus rendered invalid, upon written request of either party, the Employer and Union will meet promptly and negotiate a mutually satisfactory modification within thirty (30) days.

ARTICLE 30
SUCCESSORSHIP CLAUSE

Section 1. This Agreement shall be binding in its entirety upon the parties hereto, their successors, assignees, and transferees, including but not limited to any new governmental instrumentality which shall come into existence by reason of any consolidation, merger, annexation, contractual agreement, ordinance, or other governmental enactment that may replace the Board of Health as the Employer of the health department employees. The parties further agree that from time to time and upon reasonable notice given by either party to the other, they shall meet and confer to discuss any further impact on the bargaining unit which may result from the possible replacement of the Board of Health as the Employer of the health department employees.

Section 2. The parties further agree that no employee in the bargaining unit shall be placed in any worse position with respect to pensions, seniority, wages, sick leave, vacation, health insurance or any other benefits by reason of the employee's transfer to any new governmental instrumentality or other employing unit which came into existence by reason of any consolidation, merger, annexation, contractual agreement, ordinance, or other governmental enactment.

ARTICLE 31
CONTRACTING OUT

When the employer anticipates contracting out work presently being performed by bargaining unit employees, the union will be notified at least forty five (45) days prior to an invitation for bids. Following such notice, the employer will meet with the union to discuss the information contained in the notice. The decision by the employer to contract out work presently being performed by bargaining unit employees will be made based on cost effectiveness, efficiency, and service to the public. The employer shall have the ability to contract outside services for special projects that are not normally provided by bargaining unit employees (e.g., accreditation, etc.) as mutually agreed to.

Any work or program that is contracted out will be evaluated at a six (6) and twelve (12) month interval to determine whether or not such contracting out is actually cost effective for the department. In the event there is not a savings then the work and/or program will go back into the bargaining unit.

ARTICLE 32
DURATION OF AGREEMENT

Section 1. This Agreement shall be effective January 1, 2026, and remain in effect until 11:59 p.m. December 31, 2028.

Section 2. The provisions of this Agreement constitute the entire agreement between the Employer and the Union. All previous agreements, either written or oral, are hereby canceled.

SIGNATURE PAGE

Signed and dated at Trumbull County Health District, Warren, OH on this date:

_____.

Frank Miglioizzi
Trumbull County Health Commissioner

Christopher A. Mabe
OCSEA President

John Messersmith
Board President
Trumbull County Combined Health District

Tomi K. Liptak-Cardinale
Negotiating Team Member

Robin L Bell, Chief Negotiator
Clemans, Nelson and Associates, Inc.

Dantan Hutton
Negotiating Team Member

APPROVED AS TO FORM

Bruce Thompson
OCSEA Staff

Robert Kokor
Trumbull County Combined Health District
Attorney

APPENDIX A
WAGE RATES

	2026	2027	2028
Accreditation Coordinator	\$36.87	\$37.61	\$38.36
Epidemiologist	\$36.87	\$37.61	\$38.36
Secretary	\$26.70	\$27.23	\$27.77
Secretary II	\$28.58	\$29.15	\$29.73
Secretary III	\$29.78	\$30.38	\$30.99
Fiscal Officer	\$29.78	\$30.38	\$30.99
IT Specialist	\$37.61	\$38.36	\$39.13
Health Educator/ Planner I	\$31.77	\$32.41	\$33.06
Health Educator/ Planner II	\$32.71	\$33.36	\$34.03
Health Educator/ Planner III	\$33.99	\$34.67	\$35.36
Public Health Nurse I	\$31.77	\$32.41	\$33.06
Public Health Nurse II	\$32.71	\$33.36	\$34.03
Public Health Nurse III	\$33.99	\$34.67	\$35.36
Environmental Health Specialist-In-Training	\$29.29	\$29.88	\$30.48
Registered Environmental Health Specialist	\$31.77	\$32.41	\$33.06
Registered Environmental Health Specialist II	\$32.71	\$33.36	\$34.03
Registered Environmental Health Specialist III	\$33.99	\$34.67	\$35.36
Plumbing Inspector I	\$31.77	\$32.41	\$33.06
Plumbing Inspector II	\$32.71	\$33.36	\$34.03
Plumbing Inspector III	\$33.99	\$34.67	\$35.36
Public Health Emergency Preparedness Coordinator	\$36.87	\$37.61	\$38.36
Family Service Coordinator I	\$24.21	\$24.69	\$25.18
Family Service Coordinator II	\$24.87	\$25.37	\$25.88
Family Service Coordinator III	\$25.80	\$26.32	\$26.85
Family Service Program Coordinator	\$29.00	\$29.58	\$30.17
Grant Coordinator	\$36.87	\$37.61	\$38.36
Family Support Specialist I	\$26.70	\$27.23	\$27.77
Family Support Specialist II	\$28.58	\$29.15	\$29.73
Family Support Specialist III	\$29.78	\$30.38	\$30.99
Family Support Specialist Program Coordinator	\$30.39	\$31.00	\$31.62

APPENDIX B
VACATION CONVERSION FORM

I, _____, wish to convert my vacation leave hours to paid wages, as allowed under Article 20, Section 5 of the Collective Bargaining Agreement between the Trumbull County Combined Health District and the Ohio Civil Service Employees Association.

Amount of Vacation Hours to be converted:

40 hours _____

80 hours _____

Employee Signature

Date

LETTER OF UNDERSTANDING
STIPEND TOWARD INSURANCE PREMIUM

Trumbull County Combined Health District (“Employer”) and AFSCME Local 11, OCSEA (“Union”) hereby agree that for the term of this Agreement (January 1, 2026, through December 31, 2028) the Employer shall continue to pay a stipend to each member of the bargaining unit who elects health insurance pursuant to Article 27. The amount of the stipend shall be determined by the stipend paid to bargaining unit members in 2025 and shall increase or decrease by the full amount of the increase or decrease to the employee’s share of the premium costs as set by Trumbull County each year. The stipend amounts paid in 2025 are as follows:

2025 MONTHLY STIPEND AMOUNTS

PLAN A FAMILY - \$136.93
PLAN A SINGLE - \$66.74

PLAN B FAMILY - \$110.50
PLAN B SINGLE - \$39.80

PLAN C FAMILY - \$105.20
PLAN C SINGLE - \$37.87

LETTER OF UNDERSTANDING
PLACEMENT OF CURRENT EMPLOYEES ON WAGE SCALE BASED UPON PRIOR
EXPERIENCE

Trumbull County Combined Health District (“Employer”) and AFSCME Local 11, OCSEA (“Union”) hereby agree that effective the first pay after execution of the Agreement, current employees shall be placed at the level of pay rate commensurate with the employee’s public health department experience, taking into consideration the employee’s prior public health department experience. Thereafter those employees shall move further within the pay levels in accordance with the terms of the agreement.