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AGREEMENT BETWEEN

THE ADAMS COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, LOCAL #3093

June 30, 2011 – June 30, 2014

TABLE OF CONTENTS

Article 01:	PURPOSE	01
Article 02:	DEFINITIONS.	01
Article 03:	NO STRIKE NO LOCKOUT	02
Article 04:	RECOGNITION	02
Article 05:	UNION REPRESENTATION	04
Article 06:	UNION VISITATION	04
Article 07:	DUES DEDUCTIONS	05
Article 08:	FAIR SHARE FEE	05
Article 09:	BULLETIN BOARDS	06
Article 10:	MANAGEMENT RIGHTS	06
Article 11:	NON-DISCRIMINATION	07
Article 12:	MAINTENANCE OF STANDARDS	07
Article 13:	HOURS OF WORK	08
Article 14:	OVERTIME AND ALLOWED TIME	10
Article 15:	JURY AND WITNESS DUTY	13
Article 16:	SICK LEAVE	13
Article 17:	FUNERAL LEAVE	14
Article 18:	PERSONAL LEAVE DAYS	14
Article 19:	LEAVES OF ABSENCE	15
Article 20:	JOB POSTING	18
Article 21:	PROBATIONARY EMPLOYEES	19
Article 22:	SENIORITY	20
Article 23:	ASSIGNMENT OF WORK AND TEMPORARY TRANSFERS	21
Article 24:	PROMOTIONS	21
Article 25:	LAYOFF AND RECALL	22
Article 26:	DISCIPLINE, SUSPENSION AND DISCHARGE.	24
Article 27:	GRIEVANCE PROCEDURE	25
Article 28:	HOLIDAYS	29
Article 29:	VACATIONS	30
Article 30:	HEALTH AND SAFETY	31
Article 31:	TRAVEL	31
Article 32:	MILEAGE	32
Article 33:	SICK LEAVE CONVERSION	32
Article 34:	HOSPITALIZATION	33
Article 35:	WAGES	33
Article 36:	SEVERABILITY.	34
Article 37:	POSITION AUDIT	35
Article 38:	RESIDENCY	35
Article 39:	LABOR-MANAGEMENT COMMITTEE	35
Article 40:	DRUG-FREE WORKPLACE	36
Article 41:	TERMINATION.	37
APPENDIX A:	PAY SCALE	39
APPENDIX B:	FLEX WORK HOURS	40
MEMORANDUM OF UNDERSTANDING		43

ARTICLE 1: PURPOSE

A. The purpose of this Agreement is to provide a fair and responsible method of enabling bargaining unit members covered by this Agreement to participate through union representation in the establishment of the terms and conditions of their employment, and the establishment of a peaceful procedure for the resolution of all differences between the parties.

B. The male pronoun or adjective where used herein refers to the female also unless otherwise indicated. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit.

ARTICLE 2: DEFINITIONS

A. "Exclusive bargaining rights" shall be interpreted to mean that the County will not negotiate, meet or confer with any person, group of persons, association or union other than Ohio Council 8 or its Local Union during the terms of this Agreement, for the bargaining unit described in Article 4: Recognition, paragraph B.

B. "To negotiate" means performance of the mutual obligation of the Employer through its chief executive officer or designated representative and the recognized employee organization to meet at reasonable times and negotiate in good faith with respect to wages, hours and other conditions of employment, or the negotiation of an agreement, or any question arising thereunder, and the execution of a written agreement reached if requested by either party, but such obligation does not compel either party to a proposal or require the making of a concession.

C. "Arbitration" means a dispute settlement procedure invoked under the grievance procedure whereby a neutral third party renders a decision that is binding upon the parties to this Agreement.

D. "Employee" means a person working in a bargaining unit position as delineated by Article 4-B.

E. "Probationary status" means an employee working in a bargaining unit position for which the employee has not passed the initial probationary period or a promotional probationary period for said bargaining unit position.

F. "Certified" means an employee can obtain that certified status through the passage of a civil service test or through being a provisional appointment and working the same position continuously for a period in excess of two years.

G. A "lateral transfer" is defined as a move within the Agency from one classification to another classification with no change in salary (remaining within the same pay range). Bargaining unit members who transfer laterally do not serve probationary periods.

ARTICLE 3: NO STRIKE OR LOCKOUT

A. The Management of the Adams County Department of Job and Family Services and the Union agree that the orderly and peaceful operations of the Adams County Department of Job and Family Services can only be achieved by uninterrupted operations of said Department.

B. Management and the Union agree that each party is responsible for maintaining the uninterrupted operation of the Adams County Department of Job and Family Services and its services to the citizens of Adams County. Whenever a dispute over the terms of this Agreement occurs, both parties agree to use the Grievance Procedure as contained in this Agreement to resolve these disputes.

C. In recognition of the provisions included in this Agreement for a grievance procedure to the used for resolution of disputes, the Union agrees that neither the Union, its officers, or agents, nor any of the bargaining unit members covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass absenteeism, mass use of sick leave, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment. Any violation of any provision of this Article may be cause for disciplinary action including discharge.

D. No lockout shall be instituted by the Employer during the life of this Agreement provided Section C of this Article is not violated by the bargaining unit members or the Union.

E. Management through its supervisors and the Union through its representatives agree to make every effort to end any dispute that would involve the cessation or interruption of work at the Adams County Department of Job and Family Services. To this end the Union shall notify all bargaining unit members to cease such activity immediately.

ARTICLE 4: RECOGNITION

A. The Adams County Board of Commissioners and the Adams County Department of Job and Family Services recognize the American Federation of State, County and Municipal Employees (AFSCME), Ohio Council 8, Local #3093 as the sole and exclusive bargaining agent for all full-time and part-time bargaining unit members of the Adams County Department of Job and Family Services for negotiating all matters of wages, hours and working conditions.

B. The term "employee" or "bargaining unit member" as used in this Agreement applies to all individuals occupying the positions as listed below who are employed by Management where the Union is or may be during the life of the Agreement, certified by the State Employment Relations Board or recognized by Management as the exclusive collective bargaining representative.

1. Investigator 1

2. Investigator 2
3. Investigator 3
4. Account Clerk 1
5. Account Clerk 2
6. Account Clerk 3
7. Clerical Specialist 1
8. Clerical Specialist 2
9. Clerk 2
10. Clerk 3
11. Data Entry Operator 1
12. Data Entry Operator 2
13. Data Entry Operator 3
14. Typist 1
15. Typist 2
16. Family Service Aide 1
17. Family Service Aide 2
18. Social Service Worker 1
19. Social Service Worker 2
20. Social Service Worker 3
21. Eligibility Referral Specialist 1 (Formerly - Income Maintenance Worker 2)
22. Eligibility Referral Specialist 2 (Formerly - Income Maintenance Worker 3)
23. Telephone Operator 1
24. Mail Clerk Messenger
25. Secretary 2
26. Cashier 1
27. Stenographer 1
28. Income Maintenance Aide 2

C. Excluded from the bargaining unit are all Management level, confidential and supervisory employees as defined by Ohio Revised Code Section 4117.01; all seasonal, intermittent and part-time employees; college interns and summer youth, and the positions listed below:

1. County Job and Family Services Administrator
2. Social Service Supervisor 1
3. Eligibility/Referral Supervisor 1
4. Stenographer 1 to the County Administrator
5. Fiscal Officer
6. Assistant Program Administrator
7. Eligibility/Referral Supervisor 2
8. Maintenance Repair Worker
9. Human Resource Officer
10. Employment Services Representative
11. Attorney

D. Dispute on any position created or established after the effective date of this Agreement will be submitted to the State Employment Relations Board for determination and resolution.

E. The Union will provide Management with an official roster of its officers, stewards and representatives who will represent it in labor relations areas. The roster will include the name, address, telephone number and position occupied. No employee will be recognized to conduct business on behalf of the Union until Management has been properly notified of his authority to do so by the Union.

F. Management will supply the Union a list of all supervisory positions once yearly on or about January 2.

G. Reopen for 2nd year of Agreement only to address state position titles.

ARTICLE 5: UNION REPRESENTATION

A. The Union will be permitted a reasonable number of stewards for the agency to be agreed upon between the Union and Management. The Union shall furnish current lists of names of stewards to the agency Director.

B. The Union and Stewards shall be allotted up to four (4) hours a week of paid time to attend grievance meetings for any steps of the grievance procedure or disciplinary conference.

C. No Union Steward or officer of the Union shall conduct Union business without the permission of his Supervisor.

D. The Union shall furnish the following information to the County:

1. Current list of Local President, Vice President, Stewards and Alternate Stewards with up-to-date telephone numbers of each.

2. The Union will notify the County of any change in the above within thirty (30) working days of its occurrence.

ARTICLE 6: UNION VISITATION

A. With approval of the agency Director or his/her designee, Unions Staff Representatives shall be permitted reasonable access to the Department work areas in order to conduct Union business. Approval for the Union staff representatives shall not be capriciously withheld. The Union Staff Representative shall not accept any complaint from any member until the complaint has been processed by the appropriate Union official.

ARTICLE 7: DUES DEDUCTIONS

A. Dues Deductions.

1. The Union will present to Management a list of its members who wish to have Union dues deducted from their pay. Upon receipt of written authorization signed individually and voluntarily from each individual, Management will deduct the Union dues from the consenting bargaining unit member's pay. Union dues will be deducted once monthly and forwarded to the Union in a manner acceptable to the Adams County Auditor and the Union. A list of said deductions will be given to the Union.

2. Management, upon receipt of written authorization from the bargaining unit member, will also deduct initiation fees or any assessment once yearly and transmit same to the Union. A list of said deductions will be transmitted to the Union.

3. Membership or non-membership in the Union shall not be a prerequisite for employment or continuation of employment of any bargaining unit member nor shall the payment of any dues, fees or assessments. Bargaining unit members must submit to Management and the Adams County Auditor written authorization sixty (60) days prior to the date the bargaining unit member wishes dues to no longer be deducted from his check.

4. Probationary employees are eligible to join the Union one hundred and twenty (120) working days from the start of their employment in accordance with Article 21 of this Agreement.

B. Indemnity Clause.

The Union shall indemnify and save Management harmless against all claims, demands, suits or other forms of liability that may arise out of or by reason of actions taken or not taken by Management with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under such provision.

ARTICLE 8: FAIR SHARE FEE

A. Effective October 1, 1993 all employees in the bargaining unit who are not members in good standing of the Union, shall pay a Fair Share Fee to the Union. All employees hired after October 1, 1993 who do not become members in good standing of the Union shall pay a Fair Share Fee to the Union effective on the date of the employee's completion of the probationary period. The monthly Fair Share Fee amount shall be certified to the County by the Treasurer of the Local Union. The deduction of the Fair Share Fee from the earnings of the bargaining unit member shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of Fair Share Fee shall be made in accordance with Article 7: Dues Deduction.

B. The Union shall comply with all federal laws, state laws and court decisions as they relate to notification of fair share fee determinations, procedures to protest, and notification requirements.

C. The Union shall indemnify and save Management harmless against all claims, demands, suits or other forms of liability that may arise out of or by reason of any action taken by Management to comply with this Article and the Union's fair share fee provisions, calculations and notification procedures.

ARTICLE 9: BULLETIN BOARDS

A. The County shall provide the Union with a bulletin board or space in the work area as well as one bulletin board in the Break area.

1. No notice or other writing may contain anything political or critical of the County, or any County official, any other institution, any employee, or other person.

2. All notices or other materials posted on the bulletin board must be signed by an official representative of Ohio Council 8 or the Local Union.

3. Upon violation of "1" or "2" above, the Union will remove said material upon request.

4. The Employer shall provide to the Union President all job postings for the Adams County Job and Family Services and any other relevant materials about possible Department of Administrative Services (D.A.S.) testing for the Job and Family Services positions.

ARTICLE 10: MANAGEMENT RIGHTS

A. Management Rights.

The Management of the Adams County Department of Job and Family Services has the exclusive right to manage the business of the Adams County Department of Job and Family Services and to direct the working forces, except when limited by the expressed provisions of this Agreement, including but not limited to the right to:

1. determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Adams County Department of Job and Family Services, standards of services, its overall budget, utilization of technology and organizational structure;

2. direct, supervise, evaluate and hire employees;

3. maintain and improve the efficiency and effectiveness of the Adams County Department of Job and Family Services;

4. determine the overall methods, processes, means and/or personnel by which the Adams County Department of Job and Family Services is 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 Adams County Department of Job and Family Services as a unit of government;

8. effectively manage the work force; and

9. take actions to carry out the missions of the Adams County Department of Job and Family Services as a unit of local government.

B. Legal Restrictions.

It is agreed by both parties to this Agreement that this Agreement cannot abridge or surrender any of the statutory rights of the Management of the Adams County Department of Job and Family Services granted under the Constitution of the State of Ohio, the Ohio Revised Code or legislative educt promulgated by the State Legislature.

ARTICLE 11: NONDISCRIMINATION

A. Both the County and the Union hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of race, color, creed, national origin, age, sex, physical disability, veteran status, or political affiliation.

B. There shall be no discrimination toward bargaining unit members by virtue of participation or non-participation in Union affairs.

C. Both the County and the Union reaffirm their commitments to implement the Americans with Disabilities Act of 1990 in applying the provisions of this Agreement.

ARTICLE 12: MAINTENANCE OF STANDARDS

A. This Agreement will be the sole recourse available to bargaining unit members represented by the Union accordingly under Ohio Revised Code Section 4117.10(A). Anywhere this Agreement and statute of the Ohio Revised Code conflict, this Agreement shall be the binding document.

B. This Agreement supersedes all other agreements, clauses, and memorandums between the Adams County Department of Job and Family Services and the members of the bargaining unit, and unless made a written part of this Agreement, shall be considered null and void on the effective date of this Agreement. Once an employee has obtained seniority status no clause will work to deprive that employee of said seniority status accrued under a prior Collective Bargaining Agreement.

C. Employees of the Adams County Department of Job and Family Services are no longer governed by the rules and regulations of the Department of Administrative Services (except as outlined in Article 37) or the State Personnel Board of Review. Any disputes to be resolved under this Agreement will be resolved in accordance with agreement procedures as contained therein.

ARTICLE 13: HOURS OF WORK

A. Hours of Work.

1. Scope.

   This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day, or per week, or of days of work per week, except that bargaining unit members will be compensated for all hours they are required to work. Management will determine the normal work schedule and normal workday and week.

2. Normal Workday.

   a. The normal workday shall be twelve (12) hours of work. All bargaining unit members shall perform work for the number of hours they are compensated.

   b. The normal workday shall be scheduled between the hours of 6 a.m. to 6 p.m., with a forty-five (45) minute unpaid lunch period taken between the hours of 11:30 a.m. and 12:45 p.m. Flex work hour options are contained in Appendix D. During nine (9) hours workdays/weeks the Friday schedule shall be one-half (½) days.

3. Normal Work Pattern.

   The normal work pattern shall be five (5) days in a calendar week (Saturday being the last day of the week) with normal business hours as set by the Board of Commissioners.

4. Work performed on the bargaining unit member's seventh (7th) day of his workweek or second (2nd) day off shall be compensated for at the rate of one and one-half (1 ½) times his regular rate.

B. Rest Periods.

There shall be two (2) fifteen (15) minute rest periods on each regular shift each workday, one (1) between 9:30 a.m. and 10:30 a.m. and one (1) between 2:30 p.m. and 3:30 p.m. for members of the bargaining unit.

C. Paydays.

Paychecks are issued bi-weekly on Friday for a ten (10) day work period. Paychecks shall be distributed as soon as available on the paydays. Should Direct Deposit become available, employees may choose that option.

D. Uninterrupted Work Time.

The Adams County Department of Job and Family Services Administration may allow at least two (2) four (4) hour periods per week per bargaining unit member when necessary to perform follow-up paperwork on case loads. This time shall be exclusive of all but calls from clients.

E. Absenteeism.

1. Whenever a bargaining unit member has just cause for reporting late or absenting himself from work, he shall, whenever possible, give notice as far in advance as possible to his supervisor or other person designated to receive such notice.

2. Any bargaining unit member who is absent from work shall give notice to his supervisor or the Director as far in advance as possible of the date of his return to work so Management can rearrange the schedules and assignments for any bargaining unit member who has been temporarily filling the job.

3. Should a bargaining unit member not have just cause for his absence or for his failure to give notice, he shall be subject to discipline.

4. In case of dispute as to whether or not a bargaining unit member had just cause for the following acts, the Burden of Proof shall be upon the bargaining unit member:

   a. absenting himself from work; or
   b. failure to report his absence; or
   c. failure to give notice of return to work.

F. Calamity Days.

The Adams County Board of Commissioners shall be the sole arbiter of determining when calamity days are declared. When the Board of Commissioners declares a

calamity day for its employees, bargaining unit members who have reported to work between the hours of 7:00 a.m. and 9:00 a.m. shall receive a full day's pay. Bargaining unit members who do not report for work when a calamity day has been declared will be allowed to have such day charged to their accumulated vacation time, or compensatory time to their credit. Bargaining unit members who do not report to work are required to notify their supervisor or the Director as soon as possible of their inability to report for work.

G. Rules and Regulations Governing the Time Reporting.

1. The following actions shall be regarded as violations of the rules governing the use of the time clock. Any such infraction shall subject the bargaining unit member to discipline as stated for each rule.

   a. Failure of a bargaining unit member to scan in his time on the clock when reporting for work or leaving at the end of the scheduled work hours. A bargaining unit member, who leaves the building for any reason, including work related business and lunch breaks, will sign in and out on a form provided by his supervisor. Violation of this rule is subject to progressive disciplinary action.

   b. Each bargaining unit member shall be furnished a quarterly statement showing the amount of accrued time and time earned, expended, and balance.

ARTICLE 14: OVERTIME AND ALLOWED TIME

A. Purpose.

The purpose of this Article is to provide the basis for the calculation of and payment for overtime and allowed time and shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week, except as provided in this Agreement.

B. Definition of Terms.

1. The payroll week shall consist of seven (7) consecutive days beginning with Sunday at 12:01 a.m. or the nearest starting time thereto.

2. Holidays, as enumerated in Article 28: Holidays, consist of twenty-four (24) consecutive hours beginning at 12:01 a.m. or the nearest starting time thereto on the holiday. When one of the enumerated holidays falls on Sunday, the following Monday shall be regarded as the holiday and applicable holiday premium shall be paid for Monday instead of Sunday. When one of the enumerated holidays falls on Saturday, the preceding Friday shall be regarded as the holiday and applicable holiday premium shall be paid for Friday instead of

Saturday. Hours worked on Saturday holidays, which were observed on Friday, will be paid at straight time.

3. The regular rate of pay, as the term is used in Article 14-C, shall mean the hourly rate which the bargaining unit member would have received for the work had it been performed during non-overtime hours.

4. The workday for the purposes of this Article is the twenty-four (24) hour period beginning with the time the bargaining unit member begins work, except that a tardy employee's workday shall begin at the time he reports for work and clocks in on the time clock.

5. Overtime rate means one and one-half (1 ½) times the regular rate of pay.

6. Allowed time means hours paid for but not worked, as provided in this Agreement.

C. Conditions Under Which Overtime Rates Shall Be Paid.

1. Overtime at the rate of one and one-half (1 ½) times the regular rate of pay shall be paid to a bargaining unit member for the following:

   a. hours worked in excess of eight (8) hours in a workday;

   b. hours worked in excess of forty (40) hours in a payroll week;

   c. hours worked on the sixth (6th) or seventh (7th) workday in a payroll week during which work was performed on five (5) other workdays;

   d. hours worked on a second reporting in the same workday when the bargaining unit member has been recalled or required to report to the County after working less than eight (8) hours on his first reporting, provided that his failure to work eight (8) hours on his first reporting was not caused by any of the following factors:

      (1) strikes, work stoppages in connection with labor disputes involving members of the bargaining unit, failure of utilities beyond the control of the Management or acts of God interfering with work being provided; or

      (2) a bargaining unit member is not put to work or is laid-off after having been put to work, either at his own request or due to his own fault; or

      (3) a bargaining unit member refuses to accept an assignment or reassignment within the first two (2) hours; or

(4) Management gives reasonable notice of a change in scheduled reporting time or that a bargaining unit member need not report.

D. Non-duplication.

Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provisions in this Agreement. Hours paid for sick leave and vacation will not be figured or used in the computation of overtime.

E. Compensatory Time.

Bargaining unit members may elect to take compensatory time in lieu of payment for hours worked for overtime.

1. Bargaining unit members may accumulate up to two hundred forty (240) hours of compensable time.

2. Each hour of overtime will convert to one and one-half (1 ½) hours of compensatory time.

3. A bargaining unit member must make a request for compensatory time off to his supervisor twenty-four (24) hours in advance of taking said time except in the case of emergency.

4. Bargaining unit members who retire, resign or are terminated after the effective date of this Agreement will be paid one hour's pay for each hour of compensatory time at their present rate.

F. Conditions Pertaining to Allowed Time.

1. Bargaining unit members who report as scheduled or who are notified to report and do report for work shall be paid in the event no work for which they were scheduled is available, for two (2) hours at their standard rate of pay. Management may, at its discretion, assign the bargaining unit members to work other than their normal duties for this two (2) hour period. Each bargaining unit member has the right to refuse said work, but shall forfeit the reporting pay by this refusal.

2. A bargaining unit member injured on the job shall be paid for all hours of work for which he was scheduled to work that day at his standard hourly rate.

ARTICLE 15: JURY AND WITNESS DUTY

A. A bargaining unit member called for jury duty or subpoenaed as a witness (except for personal business) shall be granted a leave of absence for the period of jury service or witness service, and will be compensated for the difference between his regular pay and jury duty pay or witness pay for work absences necessarily caused by the jury duty or witness duty. To be eligible for jury duty pay or witness pay, a bargaining unit member shall turn in to the agency Fiscal Officer a jury pay voucher or a witness pay voucher showing the period of jury service or witness service and the amount of jury pay or witness pay received. Said funds are to be deposited into the agency fund, employees receive their regular compensation for the workday.

ARTICLE 16: SICK LEAVE

A. Bargaining unit members shall earn and accumulate paid sick leave at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of pay status.

1. Bargaining unit members who work overtime shall earn sick leave at the rate of 0.0575 hours for each hour of overtime worked.

2. Bargaining unit members who are required to perform jury or witness duty on behalf of the County involving their jobs with the Adams County Department of Job and Family Services shall earn sick leave at the rate of 0.0575 hours for each hour of such service.

B. Bargaining unit members shall be paid sick leave at the bargaining unit member's regular straight time hourly rate of pay. Bargaining unit members applying for sick leave shall take said leave in increments of no less than fifteen (15) minutes increments per occurrence.

C. Bargaining unit members shall be allowed unlimited sick leave accumulation.

D. A bargaining unit member transferring to the Adams County Department of Job and Family Services from any other public agency in Adams County shall be allowed to transfer any accumulated but unpaid sick leave earned in any other such employment, provided the bargaining unit member worked for such agency within the previous two (2) years from his date of employment with the Adams County Department of Job and Family Services and such bargaining unit member had not participated in a sick leave buy-out.

E. Each bargaining unit member shall be furnished a quarterly statement showing the amount of sick leave earned, the amount of sick leave expended and said bargaining unit member's balance of sick leave hours.

ARTICLE 17: FUNERAL LEAVE

A. A bargaining unit member shall be granted up to a five (5) day leave of absence with pay to be charged against his accumulated paid sick leave, in the event of death of a member of his immediate family provided one (1) day of the leave is the day of the funeral. If additional time is needed, the Director may grant additional time off without pay.

B. For the purposes of this Article, the immediate family shall be defined as:

1. spouse;
2. mother;
3. father;
4. child;
5. brother;
6. sister;
7. daughter-in-law;
8. son-in-law;
9. mother-in-law;
10 father-in-law;
11. sister-in-law;
12. brother-in-law;
13. grandparents;
14. grandchild;
15. a legal guardian or other person who stands in the place of a parent (loco parentis);
16. any other relative residing with the bargaining unit member;
17. stepchild;
18. stepbrother;
19. stepsister;
20. stepparent;
21. niece; or
22. nephew.

C. In the event of the death of a relative other than a member of his immediate family, a bargaining unit member may be granted a leave of absence with pay to be charged against his accumulated paid sick leave for one (1) day to attend the funeral if within the State of Ohio or two (2) days if the funeral is outside the State of Ohio.

ARTICLE 18: PERSONAL LEAVE DAYS

A. The Management of the Adams County Department of Job and Family Services shall grant each bargaining unit member up to three (3) personal leave days per calendar year.

1. Personal leave days shall be charged against the bargaining unit member's accumulated sick leave.

2. Personal leave days shall be taken in increments of one (1) hour or more.

3. Personal leave days are non-accumulative from year to year, since they are charged against earned sick leave. Bargaining unit members who do not take personal days shall not lose any earned sick leave.

B. Bargaining unit members shall make application for personal leave time twenty-four (24) hours in advance of the requested time off to their supervisor stating the reason, the amount of time and when said leave should start.

ARTICLE 19: LEAVES OF ABSENCE

A. Pregnancy Leave.

A female bargaining unit member shall be entitled to a pregnancy leave of absence without pay not to exceed six (6) months. The affected bargaining unit member shall apply for the leave of absence under the same procedure used for other leaves. A bargaining unit member receiving such approved leave of absence shall return to work three (3) months after delivery unless the bargaining unit member has been certified by a licensed physician that she is not able to perform the substantial and material duties of her position. The bargaining unit member must make certain this statement of disability is in Management's possession prior to the expiration date of the leave of absence.

B. Leave Without Pay.

A bargaining unit member shall be granted a leave of absence without pay for a period not to exceed six (6) months because of personal illness or injury or an illness in the immediate family (as defined in Article 17: Funeral Leave) supported by medical evidence satisfactory to the Adams County Department of Job and Family Services and approved by the Adams County Board of Commissioners. Bargaining Unit Members may request a leave of absence without pay in accordance with O.A.C. 123:1-34-02(A), the request must state the reason for the leave, and the Adams County Commissioners may grant the request on the recommendation of the Director of the Job and Family Services. The bargaining unit member should notify the Personnel Officer or his supervisor forty-eight (48) hours in advance of the request for such leave if possible. If the illness, disability or family illness continues beyond six (6) months, an additional six (6) months leave may be given the bargaining unit member if requested two (2) weeks prior to the expiration of the original leave. Bargaining unit members on sick leave without pay because of their own disability or illness will be required to show proof of their ability to perform their job prior to returning to active pay status.

C. Union Leave.

1. Management shall grant bargaining unit members who are required to perform union activities on behalf of the Union (i.e., Union business) a leave of absence upon request from the Union. Such leave of absence will be without pay and the bargaining unit member shall be required to give Management twenty-four (24) hours notice prior to said leave being granted.

2. Bargaining unit members shall be granted no more than twelve (12) such leave days per calendar year so as not to interfere with performing or carrying out the functions of the Adams County Department of Job and Family Services.

3. Management, at the request of the Union, may grant a leave of absence without pay for those bargaining unit members who take full-time positions with the Union necessitating a suspension of active employment at the Adams County Department of Job and Family Services. Such leaves shall be for a period of one

(1) year and may be renewed upon request by AFSCME, Ohio Council 8. Seniority shall accumulate during such leave of absence.

D. Military Leave.

A bargaining unit member who is a member of the Ohio National Guard, Ohio Defense Corps, Naval Militia or other reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from his respective duties without loss of pay for such time as he is in military service, field training or active duties for periods not to exceed thirty-one (31) calendar days in any year. The county will pay any such bargaining unit member the difference between his regular pay and his military pay upon presentation to the County of his military pay stub(s).

E. Family and Medical Leave.

1. In accordance with the Family and Medical Leave Act of 1993, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid sick leave for the following reasons:

   a. to care for a newborn son or daughter;

   b. for a placement of a son or daughter with the bargaining unit member for adoption or foster care;

   c. to care for a seriously ill spouse, child or parent; or

   d. because of their own serious health condition.

   Entitlement to childcare shall end upon the child reaching age 1 year or twelve (12) months after the date of adoption or foster placement.

2. Bargaining unit members must give the Department at least a thirty (30) days notice, or as much notice as is practicable in foreseeable situations.

3. Bargaining unit members may be required to use their accumulated paid sick leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example: 4 weeks of paid sick leave and 8 weeks of unpaid leave combination).

4. Medical certification shall be required to substantiate leave for the reasons stated above with the Director having the option of requiring second and third opinions. Medical certification shall include the following:

   a. the date the condition began;

   b. the probable duration of the condition;

c. appropriate medical facts regarding the condition and the necessity for the leave; and

d. a statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.

5. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the employer and employee and provided all requirements have been satisfied.

   a. When a bargaining unit member uses family and medical leave on an intermittent or reduced leave schedule basis, the Director may temporarily transfer the bargaining unit member to an alternative position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave, the bargaining unit member shall be restored to his/her former position or an equivalent position.

6. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the County paying the County's share of the health insurance premium. The employee must make arrangements for payment to continue his/her portion of the health insurance premium. The County may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control.

7. For the purpose of this article, the following definitions shall apply:

   a. "Serious Health Condition" - an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility; or continuing treatment of at least two (2) or more visits with supervision by a health care provider.

   b. "Reduced Leave Schedule" - a leave schedule that reduces the usual number of hours per workweek, or hours per workday, of a bargaining unit member.

8. Family Medical Leave eligibility shall be determined on a rolling twelve (12) month period of time from the date an individual applies for leave. From the date of the initial application, an eligible person under E-1, is eligible twelve (12) weeks of FMLA in the next twelve (12) months.

ARTICLE 20: JOB POSTING

A. From time to time it may become necessary to advertise for job openings in the Adams County Department of Job and Family Services. When this occurs all bargaining unit members will be given the opportunity to bid on the jobs. The Adams County Department of Job and Family Services shall determine when such an opening exists.

1. Successful bidders for open jobs will be selected on the basis of the following criteria:

   a. requisite ability to perform the essential functions of the position;

   b. qualification; and

   c. seniority.

2. When (a) and (b) above are equal, seniority shall be the determining factor as to who receives the job bid.

3. Whenever a tie exists between two (2) bargaining unit members as to their bargaining unit seniority, the bargaining unit members shall request Management to break the tie. With both bargaining unit members present, the Director of the Department or his/her designated representative shall flip a coin, with one bargaining unit member being designated "heads" and one bargaining unit member being designated "tails." The bargaining unit member who wins the coin flip shall be designated the senior bargaining unit member from that point forward. This determination shall be recorded in each bargaining unit member's personnel record.

4. Whenever Management determines a vacancy exists and a job should be posted for bid within the Department, the bid shall be posted on the Department Bulletin Boards for five (5) working days.

   a. The job bid notice shall contain the following information:

      (1) title of job and rate of pay;
      (2) brief description of duties;
      (3) any qualification required for the job;
      (4) the date the job was posted for bid;
      (5) the date the bid will be closed; and
      (6) where and to whom job bids are to be submitted.

5. When there are not qualified successful bidders for a position, and if a classification requires qualifications of a degree, the Department will explore the possibility of adjusting the position within the classification series, if possible, to a position in the series that would not require a degree. The Department would

then repost the lower rated position in the classification series for bidding by the bargaining unit.

B. Eligibility for Bidding on Posted Jobs.

1. All full-time, permanent, certified bargaining unit members are eligible to bid on all jobs posted.

2. Bargaining unit members serving promotional or provisional probationary periods are not permitted to bid on open jobs under paragraph A above.

ARTICLE 21: PROBATIONARY EMPLOYEES

A. New employees will be on probation for a period of up to one hundred twenty (120) working days. The County shall have the sole right and discretion to discipline or discharge such probationary employees and such actions during this period cannot be reviewed through the grievance procedure or otherwise appealed by the Union; however, the County will not discharge a probationary employee because of Union membership or Union activity.

B. If a bargaining unit member whose employment has been terminated for any reason whatsoever is rehired, he shall be considered a new employee and subject to the provisions of paragraph “A” above.

C. A bargaining unit member who is promoted to a position within the bargaining unit shall serve a probationary period of ninety (90) working days.

1. Failure of the promotional probation shall cause the bargaining unit member to return to his prior position before promotion.

2. The bargaining unit member may choose to remove himself during the probationary period and return to his prior position.

3. Under paragraph C-2 above, the bargaining unit member shall be barred from bidding on the same position for twelve (12) months from the date he removes himself from the position.

D. A bargaining unit member who is appointed to a position at the Adams County Department of Job and Family Services without being appointed from a certified list for that position is a probationary employee, and to become a permanent employee, he must pass the civil service examination for that position, unless he is certified in the classification series or successfully complete the probationary period.

1. A bargaining unit member with the Department in his position must receive just a passing grade on the test to remain an employee of the Adams County

Department of Job and Family Services prior to completion of his/her probationary period.

2. An employee who is a bargaining unit member who is removed from his position by the Director of the Adams County Department of Job and Family Services because of failure of the examination for that position shall return to his prior position in the bargaining unit, and shall have no recourse to the grievance procedure as contained in this Agreement over his removal from a promotional position under the conditions previously mentioned in paragraphs C-1 and D-1 ~~and D-2~~ or dismissal as an employee of the Adams County Department of Job and Family Services when no prior position was held by the bargaining unit member.

3. An employee who is a bargaining unit member shall have no seniority for the purposes of this Agreement until such time as he becomes certified in his position or completes his/her probationary period. At such time his seniority shall be retroactive to his date of employment in that position.

ARTICLE 22: SENIORITY

A. Seniority shall be a bargaining unit member's length of continuous service with the Adams County Department of Job and Family Services. For the purpose of this Article, bargaining unit members who have prior service with any political subdivision in Adams County shall be credited with their accrued time for seniority purposes as provided, however, there was no break in service. Break in service is defined as being unemployed by a political subdivision for longer than one (1) year.

B. A bargaining unit member shall have no seniority for his initial probationary period, but upon successful completion of the probationary period seniority will be retroactive to the original date of hire.

C. Seniority shall be broken when a bargaining unit member:

1. resigns - unless reinstated within one (1) year;
2. is discharged for just cause; or
3. is laid off for just cause.

D. For the purposes of vacations within the Agency, seniority shall prevail in the selection of vacation time. Once vacation time has been selected and approved it shall not be changed without approval of the bargaining unit member and the Director, or his designated representative.

E. The County shall provide the Union with one (1) copy of the seniority list within thirty (30) days after the signing of this Agreement. The seniority list shall contain the name, job classification, section of work and date of classification entry of all bargaining unit

members. Thereafter, the County shall provide the Union one (1) copy of the seniority list by January 30 of each succeeding year.

F. Seniority for job bidding will be calculated by the length of service with the Adams County Department of Job and Family Services only.

ARTICLE 23: ASSIGNMENT OF WORK AND TEMPORARY TRANSFERS

A. All bargaining unit members shall be required to perform any and all temporarily assigned duties of the job to which they are assigned regardless of their usual customary duties or job assignments. Management will endeavor to see that temporary assignments do not exceed thirty (30) working days.

B. Bargaining unit members assigned temporary work will be paid their regular rate of pay unless such assignment exceeds eight (8) consecutive hours of work in a week. In the case of a temporary assignment exceeding eight (8) hours of work in a week, the bargaining unit member will be paid the highest rate of pay applicable.

1. If the bargaining unit member's permanent rate is higher than the temporary job's rate, the bargaining unit member will receive his permanent rate.

2. If the temporary job's rate is higher than the bargaining unit member's permanent job rate, the bargaining unit member will receive the rate of the temporary job.

3. The bargaining unit member will be paid the appropriate rate as listed in B-1 or B-2 above for all hours worked on the temporary assignment exceeding eight (8) consecutive hours. However, an employee originally directed by the Management to carry out such temporary work assignment and who is not allowed to complete such assignment period, shall be compensated at the applicable higher rate of pay.

C. All temporary assignments are at the discretion of Management.

ARTICLE 24: PROMOTIONS

A. Promotions in the bargaining unit will be based on merit. The Adams County Department of Job and Family Services will attempt to fill all promotional vacancies with bargaining unit members prior to filling the vacancy from outside the Department. The bargaining unit member's name must appear on a certified list from D.A.S.

B. Scores from tests administered by the Ohio Department of Administrative Services will be used where practical and feasible.

1. The top three (3) bargaining unit members who have passed the test for the position will be interviewed by the Department for the promotion.

2. In the event there is no list available and no test given, Management will first post the position for bid so that bargaining unit members can bid on the open job before considering outside applicants.

3. Management reserves the right to cancel any and all bids at any time prior to the bid being awarded or a bargaining unit member starting the job.

4. Management has the right to fill any job on a temporary basis while it is being bid.

C. Selection criteria for promotional vacancies are:

1. Bargaining unit member qualifications;
2. Ability to perform the job; and
3. Bargaining unit member interview.
4. When items 1-3 above are equal, seniority will be considered.

D. Probationary new hires are ineligible to bid on job openings until they have completed their probationary periods or are certified in their present positions by complying with Article 21: Probationary Employees, Sections D(1).

E. Bargaining unit member promotions to Management are not governed by the terms of this Agreement. Bargaining unit members promoted to Management shall lose their bargaining unit seniority if they successfully complete their probationary period.

ARTICLE 25: LAYOFF AND RECALL

A. When it becomes necessary, due to lack of work or funds, the abolishment of positions, or the abolishment of positions as a result of re-organization of the Department, to reduce the number of employees in the bargaining unit, the following layoff procedures shall be followed:

1. Management shall determine in which classifications the layoffs are to occur.

2. Bargaining unit members in each affected classification with the least total continuous County-wide seniority in the Department as identified in Article 4: Recognition, shall be laid off first.

3. Management shall give the affected bargaining unit members fourteen (14) calendar days written notice of their layoff indicating their right to bump bargaining unit members within the same classification or lower classification as determined by pay range within the same classification series. Bargaining unit

members shall also have the right to bump into any classification in which they have previously served or are qualified, using the criteria in Article 24-C.

4. The affected bargaining unit members shall have five (5) calendar days in which to submit their written requests to exercise their right to bump into any other position previously held or within the same classification series for which they are eligible or qualified, using the criteria in Article 24-C. Any bargaining unit member not submitting such request within five (5) calendar days shall be considered to have accepted the layoff and forfeit his right to bump.

5. Any bargaining unit member who is bumped out of his position may exercise the same layoff rights as outlined under A-2 and A-3 above.

B. Prior to laying off any permanent full-time bargaining unit member, Management shall abolish all part-time, casual, probationary, temporary or intermittent positions within the affected classification.

C. The classification series for the purposes of this Article shall be as follows:

1. Social Services [6931];
2. Clerical/Fiscal [1233/1651/1211];
3. Income Maintenance/Jobs [1722];
4. Investigations/Fraud [2621];
5. Child Support Enforcement [2621/1233]; and
6. IM Support Services[1721/1233/1611/1251].

D. Laid off bargaining unit members shall have recall rights to the positions from which they were laid off for a period of two (2) years.

E. When Management decides to fill a position vacated by layoff, eligible bargaining unit members shall be recalled in the inverse order in which they were laid off. It is the responsibility of the laid off bargaining unit member to keep the Adams County Department of Job and Family Services informed of his current mailing address and telephone number.

F. Bargaining unit members who fail to respond to a written notice of recall sent to the bargaining unit member's last known address as listed with the Employer, by certified mail, return receipt requested, within fourteen (14) days shall be terminated. Failure of a bargaining unit member to notify the Adams County Department of Job and Family Services within fourteen (14) days of the returned receipt or notice of the certified mail shall constitute a forfeiture refusal of that bargaining unit member's right to recall.

G. Bargaining unit members who have not been recalled to work with the Adams County Department of Job and Family Services within two (2) years stand severed and are no longer employees.

ARTICLE 26: DISCIPLINE, SUSPENSION AND DISCHARGE

A. Purpose.

Management agrees that a bargaining unit member shall not be peremptorily discharged from and after the date hereof, but that in all instances in which Management may conclude that a bargaining unit member's conduct may justify suspension or discharge, he shall be entitled to a hearing prior to the suspension being invoked except in those cases in which a bargaining unit member has physically used force against a supervisor or other Management personnel. There are special cases which arise where danger to the employee or danger to other employees of the agency by the offending employee's actions may require that employee to be escorted from the agency property prior to a suspension hearing.

B. Procedure.

1. Bargaining unit members are entitled to have a union representative present during any disciplinary conference including verbal or written reprimands. The request for a union representative will not unduly delay the conference.

2. Bargaining unit members who are being considered for a disciplinary suspension shall be notified in writing at least three (3) days in advance of the pre-disciplinary hearing. The hearing itself will be held no sooner than three (3) days following the notice to the bargaining unit member. Said notice shall contain the following information:

   a. time, date and location of the hearing;

   b. notice of the bargaining unit member's right to be represented at the hearing, right to call voluntary witnesses and cross-examine witnesses, and right to present evidence to support the bargaining unit member's position subject to the right of the hearing officer to limit witnesses' testimony to matters relevant to the proposed disciplinary action and to limit redundant testimony;

   c. the name of the hearing officer or neutral third party who will conduct the hearing;

   d. the specific charge(s), violation(s) or breach(es) of conduct of which the bargaining unit member is accused and the action proposed;

   e. notice that the bargaining unit member may decline the hearing;

   f. statement of AFSCME, Ohio Council 8's notification and a statement of the notification of the Union President (both of which shall contain a statement of the charges against the bargaining unit member); and

g. that failure to appear at the hearing will result in a waiver of the bargaining unit member's right to a hearing.

3. Bargaining unit members who do not wish a hearing must submit a signed statement to the Director of the Adams County Department of Job and Family Services or his designated representative.

4. A hearing will be held within twenty (20) working days from the time of the incident coming to Management's knowledge except in cases involving fraud or financial matters which would require an audit.

5. The hearing officer will issue a decision within three (3) working days of the hearing.

6. Bargaining unit members may appeal any disciplinary action, suspension or discharge to Step Three of the grievance procedure.

C. Bargaining unit members are to be afforded Union representation at any stage of disciplinary action or the right to waive such in writing.

D. All forms of discipline shall be progressive with conferences, verbal reprimands, written reprimands, suspensions and discharge. The penalty, however, shall be appropriate to the offense committed.

E. The Adams County Department of Job and Family Services will expunge disciplinary action from a bargaining unit member's personnel record in accordance with the following schedule:

1. Verbal Warnings/Reprimands - After one (1) year without any intervening disciplinary action during the year.

2. Written Reprimands - After eighteen (18) months without any intervening disciplinary action during the eighteen (18) months.

3. Suspensions - After four (4) years without any intervening disciplinary action during the four (4) years.

ARTICLE 27: GRIEVANCE PROCEDURE

A. A grievance is an allegation by a bargaining unit member or the Union that the terms of this Agreement have been violated. Any such allegation is to be filed within twenty (20) working days from the time the bargaining unit member becomes aware of the occurrence or violation. Bargaining unit members shall be afforded the right to representation at all levels of the procedure. Grievances shall be filed at the level where they originate. When any such grievance arises, the following procedure shall be followed:

B. Procedure.

STEP 1

A bargaining unit member who has a grievance shall discuss it orally or with his immediate supervisor. His immediate supervisor shall answer said bargaining unit member within three (3) working days. If the answer is unacceptable, the bargaining unit member has three (3) working days to reduce the grievance to writing. The supervisor has three (3) working days to answer in written form.

STEP 2

If the bargaining unit member's grievance is not satisfactorily settled at STEP 1, the bargaining unit member has three (3) working days to appeal the written decision to the Personnel Officer. The Personnel Officer will schedule a meeting to be held within five (5) working days from the date of appeal. The Local Union President and/or his representative will be present at the meeting.

STEP 3

If the bargaining unit member's grievance is not satisfactorily settled at STEP 2, the bargaining unit member may appeal the decision of the Personnel Officer, within five (5) working days from receipt of the STEP 2 answer, to the Director. The Director or his representative shall schedule a meeting within five (5) working days of the receipt of the appeal. The Director or his representative shall provide the bargaining unit member with an answer within five (5) working days. The Local Union President and/or his representative will be present at the meeting.

(a) If the grievance is not satisfactorily settled in STEP 3, the bargaining unit member and the Union may appeal the STEP 3 answer to mediation under paragraph C below or to arbitration within thirty (30) calendar days of receipt of the STEP 3 answer. Such appeal must list the bargaining unit member's name, classification, specific Article allegedly violated, remedy requested and be signed by the bargaining unit member, Local Union President and an AFSCME, Ohio Council 8 Staff Representative. The parties shall jointly submit a request within thirty (30) days of the date of appeal to the Federal Mediation and Conciliation Service (FMCS) or Arbitration Mediation Services (AMS), the cost of FMCS or AMS list shall be split between the parties for a list of arbitrators. The matter in dispute shall be submitted to the arbitrator in the form of a joint submission by the parties. The party requesting arbitration shall strike the first name, the other party shall strike one name, the process will be repeated and the remaining person shall be the arbitrator. This procedure will take place within twenty (20) working days of the receipt of the panel of arbitrators. The parties may mutually agree to request a new list of arbitrators.

(b) The arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application of the provisions of this Agreement (including disciplinary action to the extent permitted herein), and/or compliance with the provisions of this Agreement, and in reaching his decision the arbitrator shall have no authority to add to or subtract from or modify in any way the provision of this Agreement or concerning the establishment of wage rates not negotiated as part of this Agreement.

(c) The arbitrator shall issue a decision within thirty calendar days after submission of the case to him (unless otherwise agreed to by the parties).

(d) If the arbitrator's decision awards the payment of back wages covering the period of the bargaining unit member's separation from the Department's payroll, the amount so awarded shall be less any unemployment compensation or earned wages from whatever source, and shall not include the assumption the bargaining unit member would have worked overtime during the period of separation from the Department's payroll.

(e) At all steps of the grievance procedure, the Union representative shall disclose to the Department's representative a full and detailed statement of facts relied upon, the remedy sought and the provisions of this Agreement relied upon. In the same manner, the Department's representative shall do likewise. Any matter not presented in prior STEPS of the grievance procedure will not be presented in arbitration, unless the parties introduce new facts by mutual agreement.

(f) All decisions of arbitrators consistent with paragraph "b" of this Agreement and all pre-arbitration grievance settlements reached by the Union and the County shall be final, conclusive and binding on the County, the Union and the bargaining unit members. A grievance may be withdrawn by the Union at any time during the grievance procedure and the withdrawal of any grievance shall not be prejudicial to the position taken by the parties as they relate to that grievance or any other grievance. Management may grant any grievance through the Fourth Step of the procedure without setting procedural precedent. Grievances must be timely filed and processed according to the time limits in this procedure. In the event no appeal of a grievance is taken within the time limits specified herein, including any extensions to which the parties agree, the grievance shall be deemed resolved. Any grievance not answered by the Employer within the prescribed time limit, including any extensions, shall be considered to have been answered in the negative and may be advanced to the next step.

A time limit under this Article may be extended by mutual agreement of both parties in writing.

(g) The costs of the arbitrator, including the travel expenses, hearing room, etc., shall be paid by the losing party; however, if the losing party cannot be determined, the arbitrator shall apportion the costs to be paid by Management

and the Union, and shall set down this apportionment as part of the decision. Bargaining unit members involved in the arbitration procedure shall be released from their duties, with pay, for a reasonable amount of time when attending the arbitration hearings when they are appearing as witnesses, grievant or Local Union President.

(h) The costs of any copies of the arbitration transcript shall be paid by the requesting party.

(i) A failure of probation is not subject to the grievance procedure.

C. Step Four (Grievance Mediation)

The Union may choose to appeal the Director's response to the grievance to mediation, and such appeal shall be filed within ten (10) working days.

a. The Mediator shall be requested from the Federation Mediation and Conciliation Service (FMCS) Mediator, or a State Employment Relations Board.

b. The conduct of the Step Three Mediation hearing shall be informal.

c. The Mediator shall have no authority to demand either party to agree on any issue.

Accordingly, under step three of the grievance procedure, the parties shall use the mediation approach and procedure for resolving grievances of a non-precedent nature or a suspension of four (4) days or less.

1) When either party chooses the Step 4 alternative, the parties and the designated mediator will select a mutually agreeable date for holding the mediation. If a mutually agreeable date cannot be selected, the Mediator will select the date and both parties will abide by this selection. This same procedure shall apply to selecting a time and location for holding the mediation.

2) The Mediation hearing will be conducted in accordance with the following:

(1.) The hearing shall be informal. No hearing shall last longer than eight (8) hours in a twenty-four (24) hour period.

(2.) No briefs shall be filed or transcripts made.

(3.) There shall be no formal rules of evidence.

(4.) Each party's case must be presented by a representative of their own choice.

(5.) The mediator shall attempt to mediate the grievance after the facts presented by both parties.

(6.) If the parties cannot agree on any resolution, the grievance may proceed to final and binding arbitration.

ARTICLE 28: HOLIDAYS

A. Holidays.

1. The following is a list of holidays that will be observed by the Adams County Department of Job and Family Services.

   New Year's Day
   Martin Luther King Day
   President's Day (Washington-Lincoln Day)
   Decoration/Memorial Day
   Independence Day
   Labor Day
   Columbus Day
   Veteran's Day
   Thanksgiving Day
   Day after Thanksgiving
   Christmas Eve
   Christmas Day
   Employee's Birthday

2. Bargaining unit members who meet the eligibility requirements as listed in "B" below shall be entitled to eight (8) hours pay for any of the above-enumerated holidays they are not scheduled to work.

3. When bargaining unit members are scheduled to work on any of the above enumerated holidays, they shall be paid their regular holiday pay plus a premium overtime rate of one and one-half (1 ½) times their regular hourly rate for all hours they are required to work on said day.

4. When any of the above named holidays falls on Sunday, the following Monday will be observed as the holiday for the application of this Article of this Agreement. When any of the above named holidays falls on Saturday, the preceding Friday shall be observed as the holiday for the application of this Article of this Agreement. The holiday shall consist of twenty-four (24) consecutive hours beginning at 12:01 a.m., or the nearest starting time thereto on the holiday.

B. Eligibility and Method of Payment.

1. A new employee must have no less than thirty (30) days of work since his last hire in order to be eligible for the benefits of this Article.

2. To be entitled to holiday premium pay a bargaining unit member must be on actual time worked his first scheduled day before and after a holiday. To be entitled to holiday straight time pay a bargaining unit member must be on the active payroll (i.e., receives pay) on his last regular workday before and his first regular workday after the holiday.

3. In addition to those bargaining unit members eligible in accordance with B-2, the following bargaining unit members shall be paid for the holiday:

   (a) a bargaining unit member who is unable to work his full scheduled hours on the last scheduled day before a holiday or his scheduled hours on the first scheduled day after a holiday because of a compensable injury (Worker's Compensation injury) sustained by the bargaining unit member;

   (b) a bargaining unit member who is on vacation when the holiday occurs;

   (c) a bargaining unit member who suffers a compensable injury (Worker's Compensation injury) will be eligible for one (1) paid holiday following such injury, if a holiday falls during the period he is off work due to the injury.

4. A bargaining unit member who is scheduled to work on a holiday and who does not report for work shall not receive any pay for that holiday, unless the bargaining unit member can show just cause for his failure to work.

5. Management shall avoid, so far as possible, the scheduling of work on these holidays.

C. Any bargaining unit member who has their birthday fall on another holiday or a scheduled day off work shall take the birthday holiday within a fourteen (14) day period after the birthday holiday occurs.

ARTICLE 29: VACATIONS

A. Eligibility Requirements.

1. Each hourly rated bargaining unit member on the payroll of the Adams County Department of Job and Family Services who has attained the years of continuous service indicated in the following table in any calendar year during the continuation of this Agreement shall earn vacation at the rate corresponding to such years of continuous service as shown:

Years of Service	Hours of Vacation (rate earned)
1 but less than 8	80 hours (3.1 hours per pay period)
8 but less than 15	120 hours (4.6 hours per pay period)

15 but less than 25	160 hours (6.2 hours per pay period)
25 or more	200 hours (7.7 hours per pay period)

2. No bargaining unit member with less than one (1) year of service is allowed vacation.

B. Scheduling Vacations.

1. Vacation weeks shall be scheduled beginning January 1 for that calendar year at times mutually agreeable to the bargaining unit member and Management. Bargaining unit members will schedule the number of weeks they will earn in that calendar year for which they are scheduling. The vacation-scheduling period for any calendar year shall run from January 1 to March 31. Vacations shall be scheduled in order of seniority (most senior bargaining unit member scheduling first) within each of the following departments:

   Income Maintenance 2 & 3
   IM Support
   Social Services
   Child Support and Enforcement
   Fiscal and Clerical (Under Fiscal Officer Supervisor)

2. Management reserves the right to require a sufficient number of staff to work in order to efficiently run the agency. There shall be no bumping of vacation time after March 31 of the calendar year; however, vacation schedules may be changed by mutual agreement of the bargaining unit member and Management.

ARTICLE 30: HEALTH AND SAFETY

A. The Adams County Department of Job and Family Services will make every effort to provide a safe and healthy work place.

B. The Director, the Union and the bargaining unit members recognize their obligation and/or rights under existing federal and state laws with respect to safety and health matters.

C. All bargaining unit members shall abide by all safety rules and regulations of the Department.

ARTICLE 31: TRAVEL

A. Bargaining unit members whose work requires them to travel outside of Adams County shall be reimbursed for lodging, parking, tolls and other fees at the rate established by the Adams County Board of Commissioners. Bargaining unit members are required to

present receipts for all expenses for which they are requesting reimbursement with the exception of mileage when they are using their personal vehicle for County business.

B. Bargaining unit members whose work requires them to travel outside Adams County shall be reimbursed up to twenty-five dollars ($25.00) per day for meals upon submission of receipts.

C. Bargaining unit members traveling outside Adams County on County business shall be required to obtain prior approval by the Adams County Board of Commissioners.

ARTICLE 32: MILEAGE

A. All bargaining unit members required to use their automobiles in the performance of their duties shall be reimbursed for such additional mileage at the rate of $0.42 cents per mile.

B. All bargaining unit members shall furnish copies of their driver's license to the Personnel Officer and proof of insurance.

C. All bargaining unit members shall notify the Personnel Officer of any loss of driving privileges imposed by any Court or the Ohio Bureau of Motor Vehicles.

ARTICLE 33: SICK LEAVE CONVERSION

A. Bargaining unit members who have attained ten (10) years service with the Adams County Department of Job and Family Services may convert one-fourth (1/4) of up to one hundred twenty (120) days of leave upon termination of employment or retirement from the Adams County Department of Job and Family Services.

B. Bargaining unit members of the Adams County Department of Job and Family Services who have taken cash payout from any other public agency in Adams County involving sick leave conversion (unless such conversion was caused by bargaining unit member disability) shall have said number of days deducted from the thirty (30) days maximum payment they could be entitled to from the Adams County Department of Job and Family Services. This does not apply to bargaining unit members from another public agency in Adams County whose sick leave conversion was taken because of physical or mental disability.

C. Bargaining unit members who are discharged for just cause or who sever with less than ten (10) years of service with the Adams County Department of Job and Family Services are not entitled to sick leave conversion under this Article.

D. In case of death of a bargaining unit member of the Adams County Department of Job and Family Services, accrued but unused sick leave shall be paid to said bargaining unit member's estate in accordance with "A" and "B" above.

ARTICLE 34: HOSPITALIZATION

A. The Adams County Department of Job and Family Services agrees to provide the members of the bargaining unit the same health insurance plans and/or Health Maintenance Organization (HMO) plans as is available to other County employees as determined by the Adams County Board of Commissioners. Thereupon, the Agency shall pay 95% of the single and family premiums, and each employee shall provide written authorization for the remaining 5% to be deducted from his pay of the insurance plan he has chosen. This Article is subject to be opened based on availability of funding or reduction of funds from the State of Ohio.

B. Dental, Vision and Life Insurance coverage will be provided to members of the bargaining unit at the current benefit levels with the Adams County Department of Job and Family Services picking up 100% of the cost.

C. The Agency reserves the right to become self-insured or to change to a health services provider authorized to do business in the State of Ohio, provided the coverage made available by such provider is substantially the same as currently available to employees. The Agency will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the Agency uses its best efforts to minimize changes. The exclusive representative will be informed of all changes in advance of the effective day.

D. The Agency reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the health insurance program in effect at the time this Agreement is signed. Such changes may include, but not be limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for designated surgical procedures.

E. The extent of coverage under the policies referred to herein shall be governed by the terms and conditions set forth in the policies or plans. Any questions or disputes concerning these policies or plans or benefits thereunder shall not be subject to the grievance procedure of this Agreement, nor shall any liability accrue to the Agency.

This Agreement shall not relieve any insurance carrier or plan administrator of any liability it may otherwise have to the Agency, or any member or dependent of a member of the bargaining unit.

ARTICLE 35: WAGES

A. The Wage rates are contained in Appendix A with no increase for the second and third year June 30, 2012, June 30, 2013 through the expiration of June 30, 2014.

B. Bargaining unit members shall be hired at Step 1 of the pay scale set forth in this Agreement in Appendix A. Upon completion of their probation, they shall be placed at Step 2 and shall proceed to the succeeding step annually thereafter. Subsequent step increases shall occur on the bargaining unit member's anniversary date of completion of probation until he has reached the top step of the pay range. Bargaining unit members who are promoted shall be placed in the next succeeding step in their new job which provides them with a minimum of four percent (4%) increase in wage promotion, and shall advance through the remaining steps (if any) in accordance with this section.

C. Beginning on the first day of the pay period within which the bargaining unit member completes five (5) years of total service with the Adams County Department of Job and Family Services, each bargaining unit member shall receive an automatic salary adjustment equivalent to two and one-half percent (2.5%) of the classification salary base to the nearest whole cent. Each bargaining unit member shall receive thereafter an annual adjustment equivalent to one-half of one percent (.5 %) of his classification salary base, to the nearest whole cent, for each additional year of qualified employment until a maximum of ten percent (10%) of the bargaining unit member's classification salary base is reached. Longevity will be calculated from the rate of pay at the step the bargaining unit members are being paid.

D. The granting of longevity adjustments shall not be affected by promotion, demotion or other changes in classification held by the bargaining unit member, nor by any change in pay range for his class. Longevity pay adjustments shall become effective at the beginning of the pay period within which the bargaining unit member completes the necessary length of service.

Time spent on authorized leaves of absence shall be counted for this purpose.

E. The parties agree to a wage increase of 4% of the annual salary effective June 29, 2011 to be disbursed over seven pay periods, no later than September 29, 2011. This wage increase will not continue or remain a part of the bargaining unit employee's base salary after disbursement. This applies to the first year of this contract only. Wage re-openers will be held to determine any wage increase for years two and three (June, 2012, and June 2013) of this Agreement.

F. The Department agrees to continue the pay supplement to Appendix A of fifty cents ($.50) per hour paid on a bi-weekly basis as long as the funds are available.

ARTICLE 36: SEVERABILITY

A. It is the intent of Management and the Union that this Agreement comply, in every respect, with applicable law. Should a local, state or federal court of recognized jurisdiction determine that a provision of this Agreement is illegal, such provision shall be automatically terminated. The remainder of this Agreement shall continue in full force and effect. In the event that a provision is determined to be unlawful, Management or its designated representative and the Union shall meet within ten (10)

calendar days for the purpose of negotiating a lawful alternative provision. This meeting cannot be used for any purpose other than negotiating on the lawful Section or clause.

ARTICLE 37: POSITION AUDIT

A. Bargaining unit members who believe they are working out of their classification or performing work of another classification shall have the right to file for a position audit of their position twice per contract term per position at least one (1) year apart per request. Such audit shall be conducted by the Department of Administrative Services as provided for in Chapter 123:1-3-01 of the Administrative Code.

B. Disagreements with the Department of Administrative Services (D.A.S.) determinations must be appealed through Article 27: Grievance Procedure and filed at Step Two. If appealed to arbitration, the arbitrator shall have the authority to decide the classification.

ARTICLE 38: RESIDENCY

A. It is the goal of the Adams County Department of Job and Family Services that all employees reside in Adams County.

B. To accomplish that goal, all employees hired after August 1, 1991 shall as a condition of continued employment keep their residency in Adams County.

C. Employees who live outside the County upon initial employment must move into the County during their first year of employment.

ARTICLE 39: LABOR-MANAGEMENT COMMITTEE

A. The delivery of services in the most effective and efficiency manner is the goal of both the Union and Management. Work procedures, schedules and assignments for improving services may be established and/or revised from time to time in accordance with the Management Rights provision of this Agreement. Communication is the key to increasing productivity and enhancing the work place morale.

B. To enhance communication, the parties must agree to hold quarterly Labor-Management meetings, if called or necessary, where both sides may voice concerns and suggestions to improve the Agency's Labor-Management climate. The meetings will be scheduled at mutually agreeable times to the Union and to Management.

C. The Union may designate no more than a total of five (5) individuals to attend such meeting. Management may have a like number. The meetings will not exceed two (2) hours in duration, unless there is mutual agreement to extend the time. The Union

representatives will suffer no loss of pay for attending said meeting and this time shall not count against the time in Article 5-B.

D. The party calling the meeting shall prepare an agenda and deliver it to the other party within forty-eight (48) hours prior to the meeting. The agenda shall be typed on 8 ½" by 11" paper.

ARTICLE 40: DRUG-FREE WORKPLACE

A. The Adams County Board of Commissioners has adopted a policy, which is in compliance with the Drug-Free Act. All bargaining unit members shall receive a copy of the Board-adopted resolution regarding a drug-free workplace. The Commissioners have adopted a random drug testing policy for all County employee.

B. All bargaining unit members shall refrain from the unlawful use, manufacture, distribution, or possession of drugs or alcohol while on duty, on County premises or at any workplace. The employer shall provide a Drug-Free Workplace in service for all bargaining unit members during the regular in service day(s) program.

C. For the purpose of these provisions, the following definitions shall apply:

1. "Drug abuse offenses" shall be defined as the unlawful possession, use or distribution of illicit drugs and alcohol.

2. "Work place" is defined as any area under the control of the County or at any County-sponsored activity regardless of location.

3. "On duty" is defined as required attendance at the workplace in accordance with the provisions of the Master Agreement regarding hours of work and workday.

D. 1. Any bargaining unit member who violates these provisions through his/her unlawful use of alcohol or an illegal drug shall be granted, upon his/her first offense, the right of participating in a rehabilitation program.

a. Bargaining unit members entered in to a rehabilitation program shall be permitted to use any sick leave or vacation leave to their credit.

b. Any bargaining unit member who has exhausted his/her sick and vacation leave shall be granted unpaid leave to participate in a rehabilitation program.

2. After the employee's first offense, the employee will be disciplined pursuant to the terms of this Agreement.

3. Any bargaining unit member convicted of unlawful sale, distribution, and/or manufacture of illicit drugs shall be disciplined in accordance with the provisions of this Agreement.

E. Bargaining unit members involved in an accident while utilizing a County-owned vehicle or during work time may be tested for alcohol and drug use.

ARTICLE 41: TERMINATION

A. This Agreement constitutes the entire contract between Management and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, Management and the Union, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which is subject to collective bargaining whether or not such subject or matter is specifically referred to herein. All past practices are specifically deleted unless addressed herein, and further, shall have no impact upon the terms and interpretation of this Agreement.

B. This Agreement shall become effective as of June 30, 2011, except as otherwise indicated herein, and shall remain in effect up to and including June 30, 2014 and shall automatically renew itself from year to year thereafter, unless written notice to terminate or amend this Agreement is given by either party to the other at least sixty (60) days prior to June 30, 2014, or prior to the date of expiration of any annual renewal thereof.

C. If notice of termination shall be given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.

Signed this 23 day of June, 2011.

FOR THE AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, LOCAL #3093

John Johnson, Chief Negotiator
AFSCME Staff Representative

Rita Purcell, President
Local #3093

Carolyn Scott
Negotiating Team Member

Daniel McClanahan
Negotiating Team Member

Regina Justice
Negotiating Team Member

Kathy Knauff
Negotiating Team Member

APPROVED AS TO CONTENT:

Robert W. Cross
Robert W. Cross, Management Consultant

APPROVED AS TO FORM:

Prosecuting Attorney

FOR THE ADAMS COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Sue Fulton, Director
Adams County Dept. of Job & Family Svcs.

Brenda Calvert, Fiscal Officer
Adams County Dept. of Job & Family Svcs.

Cheryl Ruble, Eligibility Referral Supervisor
Adams County Dept. of Job & Family Svcs.

ADAMS COUNTY COMMISSIONERS:

Brian Baldridge, Commissioner

Justin Cooper, Commissioner

Roger A. Rhonemus, Commissioner

Pat Nelson

APPENDIX A

Effective November 1, 2011, the following pay scale shall be continued at no increase.

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Cashier	10.44	11.42	12.64	13.20	13.77	14.04	14.29	14.68	
Clerk 2	10.44	11.42	12.64	13.20	13.77	14.04	14.29	14.68	
Data Entry Operator 1	10.44	11.42	12.64	13.20	13.77	14.04	14.29	14.68	
Family Service Aide 1	10.44	11.42	12.64	13.20	13.77	14.04	14.29	14.68	
Mail Clerk/Messenger	10.44	11.42	12.64	13.20	13.77	14.04	14.29	14.68	
Telephone Operator 1	10.44	11.42	12.64	13.20	13.77	14.04	14.29	14.68	
Typist 1	10.44	11.42	12.64	13.20	13.77	14.04	14.29	14.68	
Custodial Worker	10.44	11.42	12.64	13.20	13.77	14.04	14.29	14.68	
Stenographer 1	10.44	11.42	12.64	13.20	13.77	14.04	14.29	14.68	
Account Clerk 1	10.70	11.70	12.95	13.52	14.14	14.39	14.66	15.06	
Data Entry Operator 2	10.70	11.70	12.95	13.52	14.14	14.39	14.66	15.06	
Family Service Aide 2	10.70	11.70	12.95	13.52	14.14	14.39	14.66	15.06	
Typist 2	10.70	11.70	12.95	13.52	14.14	14.39	14.66	15.06	
Clerk 3	10.70	11.70	12.95	13.52	14.14	14.39	14.66	15.06	
Income Maint. Aide	10.70	11.70	12.95	13.52	14.14	14.39	14.66	15.06	
Clerical Specialist I	10.80	11.80	13.06	13.65	14.28	14.52	14.72	15.09	15.50
Clerical Specialist II	11.09	12.10	13.41	14.23	14.73	14.84	15.10	15.37	15.79
Data Entry Operator 3	10.80	11.80	13.06	13.65	14.28	14.52	14.72	15.09	15.50
Account Clerk 2	11.09	12.10	13.41	14.23	14.73	14.84	15.10	15.37	15.79
Social Service Worker 1	11.09	12.10	13.41	14.23	14.73	14.84	15.10	15.37	15.79
Investigator 1	13.03	13.53	13.77	14.33	14.96	15.21	15.50	15.83	16.26
Account Clerk 3	13.03	13.53	13.77	14.33	14.96	15.21	15.50	15.83	16.26
Eligibility Referral Specialist 1 (formerly – Inc. Maint. Worker 2)	13.03	13.53	13.77	14.33	14.96	15.21	15.50	15.83	16.26
Secretary 2	13.03	13.53	13.77	14.33	14.96	15.21	15.50	15.83	16.26
Social Service Worker 2	13.03	13.53	13.77	14.33	14.96	15.21	15.50	15.83	16.26
Investigator 2	13.45	13.95	14.18	14.81	15.50	15.83	16.18	16.56	17.02
Eligibility Referral Specialist 2 (formerly – Inc. Maint. Worker 3)	13.45	13.95	14.18	14.81	15.50	15.83	16.18	16.56	17.02
Social Service Worker 3	13.45	13.95	14.18	14.81	15.50	15.83	16.18	16.56	17.02
Investigator 3	13.92	14.42	14.69	15.41	16.11	16.52	17.02	17.48	17.96

APPENDIX B: FLEX WORK HOURS

Management has reviewed the proposal concerning four-10 hour days. We do not have enough supervisory staff to accommodate four-10 hour days. However, in order to help meet the needs of the employee and the extended hours required by H.B. 283, management will allow as much flexibility in the scheduling of work hours as we can and still be able to meet the needs of the agency in serving clients.

There are several options available to employees within the following current standard hours of operation:

All quarters (3 months) will start on the same date for all bargaining unit members.

Article 14-C-1-a, does not apply to the flex workweek.

40 HOURS PER WEEK ARE TO BE PRE-SCHEDULED FOR A 3-MONTH PERIOD WITHIN THE FOLLOWING GUIDELINES:

- Beginning times can be between the hours of 7:00 am and 8:00 am in fifteen (15) minute increments (i.e. 7:00 am, 7:15 a.m., 7:30 am, 7:45 a.m., 8:00 am)

- End of workday can be until 4:45 pm M, T, W, Th, F and until 5:45 pm on Wednesday.

- Employee may choose the option of working on Wednesday until 5:45 pm and supervisory staff will be provided.

- Management will schedule on a rotation basis employees to work the required extended hours (until 5:45 pm on Wednesday), if there aren't enough employees scheduled to work that time frame.

- If you have an appointment on Wednesday evening and the appointment extends past the 5:45 pm quitting time, the employee can flex their time on Thursday or Friday of that week at a time mutually agreeable with their supervisor or they can opt for compensatory time or overtime pay.

- If in the future the agency is required to be open to the public additional hours, these hours will also be flexed within a forty (40) hour week.

- Every effort will be made to accommodate each employee's requested time, however, Management reserves the right to approve or disapprove an employee's chosen work schedule in order to meet the demands of the work.

- Management Rights as addressed in Article 10 will apply to Agency Work Hours.

- Non-holiday workdays cannot exceed thirty-two (32) hours in holiday weeks without Management approval.

EXAMPLES OF FLEX TIME OPTIONS

Option #1 (Current Option 5-8 hour days)

MONDAY THRU FRIDAY 7:00 am – 3:45 pm

Option #2 (Current Option 5-8 hour days)

MONDAY THRU FRIDAY 8:00 am – 4:45 pm

Option #3

MONDAY	7:00 am – 3:45 pm	8 hrs
TUESDAY	7:00 am – 3:45 pm	8 hrs
WEDNESDAY	7:00 am – 5:45 pm	10 hrs
THURSDAY	7:00 am – 3:45 pm	8 hrs
FRIDAY	7:00 am – 1:00 pm – (NO LUNCH)	6 hrs*

Option #4

MONDAY	7:30 am – 4:15 pm	8 hrs
TUESDAY	7:30 am – 3:45 pm	8 hrs
WEDNESDAY	7:30 am – 5:45 pm	9-½ hrs
THURSDAY	7:30 am – 4:15 pm	8 hrs
FRIDAY	7:30 am – 2:15 pm	6 hrs*

Option #5

MONDAY	8:00 am – 4:45 pm	8 hrs
TUESDAY	8:00 am – 4:45 pm	8 hrs
WEDNESDAY	8:00 am – 5:45 pm	9 hrs
THURSDAY	8:00 am – 4:45 pm	8 hrs
FRIDAY	8:00 am – 3:45 pm	7 hrs*

Option #6

MONDAY	7:00 am – 4:45 pm	9 hrs
TUESDAY	7:00 am – 4:45 pm	9 hrs
WEDNESDAY	7:00 am – 4:45 pm	9 hrs
THURSDAY	7:00 am – 4:45 pm	9 hrs
FRIDAY	7:00 am – 11:00 am(no lunch)	4 hrs*

Option #7

MONDAY	7:30 am – 4:45 pm	8.5 hrs
TUESDAY	7:30 am – 4:45 pm	8.5 hrs

WEDNESDAY	7:30 am – 4:45 pm	8.5 hrs
THURSDAY	7:30 am – 4:45 pm	8.5 hrs
FRIDAY	7:30 am – 1:30 pm (no lunch)	6 hrs*

Option # 8

MONDAY	7:00 am – 4:45 pm	9 hrs
TUESDAY	7:00 am – 4:45 pm	9 hrs
WEDNESDAY	7:00 am – 5:45 pm	10 hrs
THURSDAY	7:00 am – 4:45 pm	9 hrs
FRIDAY	7:00 am – 10:00 am (no lunch)	3 hrs*

Option #9

MONDAY	7:30 am – 4:45 pm	8.5 hrs
TUESDAY	7:30 am – 4:45 pm	8.5 hrs
WEDNESDAY	7:30 am – 5:45 pm	9.5 hrs
THURSDAY	7:30 am – 4:45 pm	8.5 hrs
FRIDAY	7:30 am –12:30 pm (no lunch)	5 hrs*

***** You may opt to flex these hours in the am or pm on a day other than Friday within the forty-hour workweek. Flex hours cannot be accrued or carried over into the next week.

MEMORANDUM OF UNDERSTANDING

NOVEMBER 1, 2008 TO OCTOBER 31, 2009

The Adams County Department of Job and Family Services and Local #3093 agree to the following adjustment to Article 29 – Vacations:

A. During the Christmas season which will be defined as the period of time containing a whole week with Christmas Day or Christmas Even in that week, and a week containing New Years Day. The period of time will be a two week period encompassing the three (3) holidays.

   1. The Supervisor of each unit will allow one-half (½) of their workers to schedule a vacation for one of the holiday weeks and the other one-half (½) of their workers to schedule a vacation in the second holiday week.

   2. No employee will be permitted to schedule both weeks under any Supervisor. Nor will any employee be required to take either week for vacations.

B. Selection of a week's vacation during this holiday season will be based on seniority through March 31, of any year. After March 31 of any year, any weeks not selected will be filled on a first applied first granted basis by submitting a request in writing to the bargaining unit member's Supervisor.

DATE SIGNED: _____

FOR THE UNION:	FOR THE EMPLOYER:
_____	_____
_____	_____
_____	_____