



COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**HARRISON COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES**

AND

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, LOCAL 3722
AND OHIO COUNCIL 8, AFL-CIO**

EXPIRES ON SEPTEMBER 30, 2014

TABLE OF CONTENTS

ARTICLE 1	PREAMBLE/PURPOSE.....	1
ARTICLE 2	UNION RECONITION	1
ARTICLE 3	DUES DEDUCTION/FAIR SHARE FEE	1
ARTICLE 4	MANAGEMENT RIGHTS	3
ARTICLE 5	TOTAL AGREEMENT.....	4
ARTICLE 6	NON-DISCRIMINATION	5
ARTICLE 7	OBLIGATION TO NEGOTIATE.....	5
ARTICLE 8	PROVISIONS CONTRARY TO LAW.....	5
ARTICLE 9	NO STRIKE—NO LOCKOUT.....	6
ARTICLE 10	PROBATIONARY PERIOD.....	6
ARTICLE 11	GRIEVANCE PROCEDURE.....	7
ARTICLE 12	DISCIPLINARY PROCEDURES.....	11
ARTICLE 13	SICK LEAVE	12
ARTICLE 14	MEDICAL EXAMINATIONS.....	15
ARTICLE 15	VACATION LEAVE.....	16
ARTICLE 16	HOLIDAYS AND PERSONAL DAYS	18
ARTICLE 17	WAGES	19
ARTICLE 18	OVERTIME.....	20
ARTICLE 19	APPLICATION OF CIVIL SERVICE LAWS.....	22
ARTICLE 20	LAYOFF AND RECALL.....	22
ARTICLE 21	LEAVES OF ABSENCE.....	24
ARTICLE 22	MEDICAL INSURANCE	26
ARTICLE 23	POSTING OF VACANCIES.....	26
ARTICLE 24	SENIORITY	27
ARTICLE 25	LABOR-MANAGEMENT MEETINGS.....	28
ARTICLE 26	UNION REPRESENTATION.....	29
ARTICLE 27	BULLETIN BOARDS.....	29
ARTICLE 28	HEALTH AND SAFETY	30
ARTICLE 29	PERSONNEL RECORDS	30
ARTICLE 30	TEMPORARY ASSIGNMENTS.....	31
ARTICLE 31	DURATION OF AGREEMENT AND EXECUTION	32

APPENDIX B

**ARTICLE 1
PREAMBLE/PURPOSE**

Section 1.1 This Collective Bargaining Agreement is entered into by and between the Harrison County Department of Job and Family Services hereinafter referred to as the “Employer or Agency”, and Local 3722 and Ohio Council 8 of the American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, hereinafter referred to as the “Union”.

Section 1.2 This Agreement has as its purpose the promotion of harmonious relations between the Agency and the Union.

Section 1.3 The provisions of this Agreement are binding upon the Harrison County Department of Job and Family Services and its successors, assigns, purchasers and/or operators. This Agreement shall not be affected or changed in any respect by transfer, consolidation, merger or sale or by any change in legal status, ownership or management of the Harrison County Department of Job and Family Services or its successors or assigns.

**ARTICLE 2
UNION RECOGNITION**

Section 2.1 The Employer recognizes the Union as the sole and exclusive representative for all employees of the Harrison County Department of Job and Family Services included in the bargaining unit certified by the State Employment Relations Board in Case No. 90-REP-01-0009 and any later amendments thereto. The certified unit is attached as Appendix B of this Agreement.

Section 2.2 Whenever the Employer creates any new position at the Agency, the parties shall meet, if requested, within ten (10) days of being informed of the creation of such new position, to discuss whether the position should be included or excluded from the bargaining unit. Should the parties disagree as to the inclusion or exclusion of the classification, the matter shall be resolved as provided by Chapter 4117 of the Ohio Revised Code. Pending resolution of this matter, the Employer shall establish the pay rate for this position. In the event the position is included in the bargaining unit, the parties shall negotiate, in accordance with ORC Chapter 4117, the wages, hours and terms and conditions of employment for this position.

**ARTICLE 3
DUES DEDUCTION/FAIR SHARE FEE**

Section 3.1 The Employer agrees to deduct Union dues from the pay of all bargaining unit employees who authorize dues deduction. Employees authorizing dues deduction shall submit an individual written authorization card bearing their signature. Deductions shall be made in equal amounts each pay period. The total amount of dues, together with a separate alphabetical list of the names of employees for whom dues are deducted, shall be transmitted to the

Controller, AFSCME, Ohio Council 8, AFL-CIO, 6800 N. High Street, Worthington, Ohio 43085, monthly within ten (10) work days after the last pay period of the month. Should a catastrophic situation occur preventing timely transmittal of dues, the dues will be submitted as soon as possible.

The Employer shall be relieved from making dues deductions upon (a) termination of employment, (b) promotion or transfer to a job other than one covered by the bargaining unit, (c) layoff from work, (d) leave of absence without pay, (e) insufficient wages during the collection period, or (f) revocation of the check-off authorization.

Section 3.2 The Union agrees that it will indemnify and save the Employer harmless and reimburse the County for any necessary expenditures arising out of the defense of or from any action commenced against the Employer (or which the Employer is a party) arising as a result of and deductions made under this Article.

Section 3.3 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 3.4 Each person in the bargaining unit who is not a member of the Union shall, after sixty (60) days of initial employment, be obligated to pay to the Union, as a condition of employment, a "Fair share fee" for the Union's efforts with respect to collective bargaining, labor contract enforcement, and grievance resolution. This obligation does not require any person in the bargaining unit to become a member of the Union, nor shall the fair share fee exceed Union dues covering the same period. The obligation of the Employer to deduct the fair share fee shall commence in January 1994.

The deduction of the fair share fee from the payroll check of the employee and its payment to the Union after the grace period shall be automatic and does not require the written authorization of the employee.

Prior to commencing any dues deduction, the Union shall give the Director a notarized statement as to the amount of the fair share fee.

The Union shall provide a copy of its rebate procedure to the Employer and all unit members and supply the Employer and all unit members with copies of any changes in its rebate procedures.

The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article.

The parties agree that nothing contained in this Article shall abrogate the right of an employee to claim a religious exemption under ORC 4117.09.

Section 3.5 PEOPLE Check-Off The Employer agrees to deduct voluntary contributions to the American Federation of State, County and Municipal Employee's International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee, upon receipt from the Union of an individual written authorization card, voluntarily executed by the employee. The Union will certify the contribution amount per pay period to the Employer. Money deducted shall be remitted to the Union within ten (10) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to:

AFSCME, AFL-CIO
P.O. Box 65334
Washington, D.C. 20035

The payment(s) shall be accompanied by an alphabetical list of names of those employees for whom a deduction was made and the amount of each deduction. This list must be separate and apart from the list of employees who had Union dues deducted and the list of employees whom had fair share fees deducted.

An employee shall have the right to revoke such authorization at any time by giving written notice to the Employer and the Union. The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

ARTICLE 4 MANAGEMENT RIGHTS

Section 4.1 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the employer or in any way abridging or reducing such authority.

Section 4.2 The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees are vested solely and exclusively with the Employer and/or its designated representatives.

Section 4.3 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to:

- 1) hire and transfer employees;
- 2) discharge, suspend, or discipline employees for just cause;
- 3) determine the number of persons required to be employed or laid off;
- 4) make any and all reasonable rules and regulations;
- 5) determine the work assignments of its employees;
- 6) determine the type of equipment used and the sequence of work processes;
- 7) determine the making of technological alterations by revising either process or equipment, or both;
- 8) determine work standards and the quality and quantity of work to be produced;
- 9) select and locate buildings and other facilities;
- 10) establish, expand, transfer, and/or consolidate work processes and facilities;
- 11) terminate or eliminate all or any part of its work or facilities;
- 12) eliminate, combine or reallocate job duties and utilize personnel in the manner designed to more efficiently conduct the Employer's functions and responsibilities;
- 13) evaluate employee;
- 14) modify or discontinue functions, programs, services, and responsibilities; and
- 15) determine the necessity to schedule and require overtime and the amount required.

Section 4.4 In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure.

ARTICLE 5 TOTAL AGREEMENT

Section 5.1 This Agreement represents the entire Agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provision of this Agreement. All rules, regulations, benefits, and practices previously and presently in effect that are not addressed in this Agreement may be modified or discontinued at the sole discretion of the Employer and the parties expressly agree that neither will be obligated to negotiate the effects of any change in policy, procedure, practices, benefits, rules or regulations, when those changes occur. The parties fully understand that any such modifications may be raised as issues in subsequent contract negotiations or during the term of this Agreement, but only by mutual agreement of the Employer and the Union.

**ARTICLE 6
NON-DISCRIMINATION**

Section 6.1 The Employer and the Union agree not to discriminate against any employee(s) on the basis of age, sex, race, color, creed, disability, marital status, national origin, or political affiliation.

Section 6.2 All references to employees in this Agreement shall be meant to designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 6.3 The Employer and the Union endeavored to carry out their obligations and responsibilities under the Americans with Disabilities Act (ADA) and have attempted to avoid conflicts between this Collective Bargaining Agreement and the Employer's duty to provide reasonable accommodation. The parties agree that the Employer has the full authority to take all actions necessary to comply with the ADA even where such action may conflict with this Agreement.

**ARTICLE 7
OBLIGATION TO NEGOTIATE**

Section 7.1 The Employer and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 7.2 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter not referred to, or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and executed this Agreement.

**ARTICLE 8
PROVISIONS CONTRARY TO LAW**

Section 8.1 If, during the term of this Agreement, there is a change in state or federal law, or valid rule or regulation adopted by a federal or state agency pursuant thereto, which would invalidate any provision of this contract, as determined by a court of competent jurisdiction, the parties will meet upon written request of one of the parties to discuss any necessary changes in the Agreement relative to the affected provision within sixty (60) days upon the written request

of either party. This provision shall also apply when a specific provision of this Agreement is determined invalid.

ARTICLE 9 NO STRIKE – NO LOCKOUT

Section 9.1 The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance, or assist in any way, nor shall any bargaining unit employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work-stoppage, or other concerted interference with or the withholding of services from the Employer.

Section 9.2 In addition, the Union shall cooperate at all times with the Employer in the continuation of its entire operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all bargaining unit employees that strike, slowdown, work-stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union, and shall order all employees to return to work immediately.

Section 9.3 It is further agreed that any violation of the above may be grounds for disciplinary action which may include discharge.

Section 9.4 The Employer agrees that neither it, nor its officers or representatives will authorize, instigate, cause, and/or condone any lockout of bargaining unit members.

ARTICLE 10 PROBATIONARY PERIOD

Section 10.1 Probationary periods for all newly hired employees in pay ranges up to and including 26 shall be one hundred twenty (120) days. New hires into pay ranges 27 and 28 shall be one hundred eight (180) days. Newly hired employees who have not maintained a case-load for 90 days during their probationary period shall have their probationary period extended by the appropriate days so that they will have maintained an ongoing case-load for a minimum of 90 days. The extended probationary period shall only apply to those positions that maintain an ongoing caseload.

Employees who are promoted or transferred to a classification in pay ranges up to and including 26 shall be ninety, (90) days. Employees promoted to or transferred into a classification in pay ranges 27 and 28 shall serve a probationary period of one hundred fifty (150) days.

Section 10.2 The probationary period of any employee shall be extended by any leave of absence or use of sick leave greater than five (5) consecutive working days which may occur

during the probationary period. The probationary period shall not be extended by any greater amount of time than the leave which precipitates such an extension.

Section 10.3 A probationary employee serving an original probationary period shall have no seniority rights until completion of the probationary period, at which time the employee will be credited with seniority from the original date of hire. At any time during or at the end of a probationary period, the Employer shall have the right to terminate the original probationary employee. Such termination from original probationary period shall not be subject to appeal through the grievance procedure of this Agreement or to the State Personnel Board of Review.

At any time during the probationary period, the Employer shall have the right to demote the promotional probationary period employee to a position in their former classification. An employee who is reduced from a promotional probationary period may request to meet with the Director to discuss the reasons for the reduction with union representation if the employee so requests but may not file a grievance over such reduction.

ARTICLE 11 GRIEVANCE PROCEDURE

Section 11.1 Every employee shall have the right to present his grievance in accordance with the procedure provided herein, free from any interference, coercion, restraint, discrimination, or reprisal and shall have the right to be represented by the Union at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure. This grievance procedure shall be the sole and exclusive procedure for resolving all matters covered by this agreement, including disciplinary matters, except that the employee may appeal alleged violations of anti discrimination statutes.

Section 11.2 For the purpose of this procedure, the below-listed terms are defined as follows:

- A. Grievance A “grievance shall be defined as a dispute or controversy arising from only the misapplication or misinterpretation or compliance with the specific and express written provisions of this Agreement.
- B. Grievant The “grievant” shall be defined as any employee, or group of employees within the bargaining unit.
- C. Days A “day” as used in this grievance and arbitration procedure shall mean calendar days.

Section 11.3 The following procedures shall apply to the administration of all grievances filed under this procedure.

- A. Except at Step 1, all grievances shall include: the name and position of the grievant; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing the said grievance, if known to the grievant; and, a general statement of the redress sought by the grievant.
- B. Except at Step 1, all decision appeals shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and Union.
- C. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the Union is given the opportunity to be present to ensure the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer, the Union, or any other employees in future proceedings.
- D. The grievant may be represented by the fully authorized representative of the Union, or his own representative.
- E. The existence of this grievance procedure, hereby established, shall not be deemed to require any employee to pursue the remedies herein provided and shall not impair or limit the right of any employee to pursue any other remedies available under law, except that any employee who pursues any other available remedy other than provided by this procedure, with the exception of the State Employment Relations Board or violations of State and or Federal law, shall automatically have waived and forfeited any remedies provided by this procedure.
- F. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically proceed to the next step in the grievance procedure. The time limits specified for either party may be extended only by written mutual Agreement.
- G. The preparation and investigations of grievances shall be conducted on non-working hours.
- H. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

Section 11.4 All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1 An employee who believes he may have a grievance shall file it with his supervisor within five (5) working days of the occurrence of the facts or when the employee should have reasonably become aware of the facts giving rise to the grievance. Although the grievance must be reduced to writing, nothing in this procedure shall prohibit the employee to try to resolve the issue informally by meeting with the supervisor and his Union steward. Once the grievance is reduced to writing, the supervisor shall meet with the grievant and his steward within three (3) working days of receipt of the formal grievance and issue his response in writing no later than five (5) working days after the Step 1 meeting. The supervisor may have a written record of the meeting.

Step 2 If the grievant is not satisfied with the written decision at Step 1, he can appeal the decision in writing to the Director within three (3) working days of receiving the Step 1 response. The Director or his designee shall convene a hearing within ten (10) working days of receipt of appeal. Both parties may also have their respective professional labor consultants present at this hearing if they so desire. The Director or his designee shall issue a written decision to the employee representative within seven (7) working days from the date of the hearing. If the grievant is not satisfied with the decision at Step 2, he may proceed to arbitration pursuant to the Arbitration Procedure contained herein.

Section 11.5 In the event a grievance is unresolved after being processed through all steps of the grievance procedure, then writing twenty-one (21) days after the rendering of the decision at Step 2, the Union may submit the grievance to arbitration. Within ten (10) days of the Union's submission of a grievance to arbitration, the parties will attempt to mutually agree upon an arbitrator from the panel of arbitrators established in this Article. In the event the parties are unable to agree upon an arbitrator, the parties will strike alternatively from the panel of permanent arbitrators listed in this Article until one arbitrator is left, and that arbitrator will hear the grievance.

Section 11.6 The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall not decide more than one grievance on the same hearing day(s), except by mutual written agreement of the parties. This arbitration provision is limited to those grievances arising from the misinterpretation or misapplication of the specific and express written terms of this Agreement.

The question of arbitrability of a grievance may be raised by either party on or before the day of the arbitration hearing. The first issue to be decided by the Arbitrator will be whether or not the grievance is within the purview of the Arbitrator. If the grievance is determined to be arbitrable, it will then be heard on its merits.

The Arbitrator shall not issue an award recommending any right or relief on an alleged grievance occurring at any time other than during the contract period in which such right originated. In the

event of any monetary award pertaining to any grievance, the Arbitrator shall strictly limit any retroactive pay to the date the grievance was filed.

Section 11.7 The hearing or hearings shall be conducted pursuant to the “Rules of Voluntary Arbitration” of the American Arbitration Association.

Section 11.8 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the losing party.

Section 11.9 An employee requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without the necessity of subpoena. Any request made by either party for the attendance of witnesses shall be made in good faith. It is agreed that the calling of witnesses shall attempt to minimize disruption with the operations of the Department. It is understood that the individual grievant and the President of the Union, or the President as the representative of the Local, shall be permitted to attend the arbitration hearing. Such attendance of the grievant, President, and employee witnesses at an arbitration hearing shall not result in the loss of regular straight time wages, but in no event shall they receive overtime for attendance at arbitration hearings pursuant to this Article.

Section 11.10 The arbitrator’s decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 11.11 There is hereby established a permanent panel of arbitrators consisting of Harry Graham; Two arbitrators selected by the Employer; and Two arbitrators selected by the Union.

Section 11.12 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the grievance and arbitration procedure contained in this Agreement. If a claim, demand, suit or any other form of action is filed against the Employer, the Employer agrees to notify the Union of such action and agrees that it shall not enter into a settlement with the bargaining unit member involving any monetary amount that is to be paid by the Union without the approval of the Union.

Section 11.13 Either party may request, in writing, a pre-arbitration meeting and such a meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of anticipated witnesses (with a description of anticipated testimony), and to exchange copies of any documents which may be used in the arbitration hearing. Requests for such meeting shall be in writing and served on the other party at least thirty (30) calendar days after the grievance is moved to arbitration. A meeting shall be scheduled for a date no later than twenty-one (21) days after receipt of request for a pre-arbitration meeting, unless parties agree otherwise. If either party should decide to utilize rebuttal documents or witnesses, it shall inform the other party not later than twenty-one (21) days after the pre-arbitration meeting.

This pre-arbitration process will not limit the ability of either party to introduce testimony or documents in rebuttal to testimony or documents presented by the other party as such may be necessary in the arbitration hearing. The pre-arbitration process is intended to enhance the successful resolution of grievances prior to arbitration hearings.

The parties shall protect the integrity and usefulness of the pre-arbitration grievance procedure by fully cooperating with each other, and disclosing information relevant to the grievance, and providing the other party with an adequate opportunity to consider and/or respond to relevant materials issues. Therefore, no new evidence or issues may be raised for the first time at the arbitration hearing.

ARTICLE 12 DISCIPLINARY PROCEDURES

Section 12.1 Employees may be disciplined for just cause. In the event that it is alleged that an employee has engaged in conduct which would warrant suspension or removal, a pre-disciplinary conference shall be scheduled no earlier than three (3) days after the employee is notified of the charges. The employee may have a union steward and/or a non-employee representative at the pre-disciplinary conference. This pre-disciplinary conference shall be conducted by a hearing officer appointed by the Director who is not directly related to the charges. The role of the hearing officer shall be that of a fact-finder and shall have no authority to recommend discipline. The County and employee may produce witnesses at the pre-disciplinary conference. The employee may waive, in writing, the pre-disciplinary hearing provided for in this section. Such pre-disciplinary hearing must be conducted within a reasonable time from the date on which the Employer gains knowledge of those occurrences which it deems to be violations of conduct. Within a reasonable time after an investigation of an employee is initiated and grounds for disciplinary action are found, the employee will be notified. The relationship between the level of discipline imposed by the Employer and the employee's conduct shall not be unreasonable, arbitrary, capricious or discriminatory.

Section 12.2 After the pre-disciplinary hearing, the employee shall be notified in writing of the disciplinary action with copy to the union. The notice shall include the charges and the effective date of the disciplinary action if any, and such notice will be presented no later than seven (7) working days after the pre-disciplinary hearing.

Section 12.3 An employee may appeal any time-off disciplinary action, in writing, through the Grievance Procedure set forth in the Agreement, and such grievance may be submitted directly to Step 2 within seven (7) days of receipt of discipline.

Section 12.4 Any suspension shall be for a specific number of days on which the employee would be scheduled to work. Holidays occurring during a period of suspension that an employee would not be scheduled to work shall be counted as work days for the purpose of suspension only.

Section 12.5 Records of verbal warnings and written reprimands will not have any force and effect for purpose of determining and establishing progressive disciplinary action after twelve (12) months from the effective date of such warning or reprimand provided there is not intervening disciplinary action of a like kind during that period.

Section 12.6 Records of disciplinary action shall not have any force and effect for purposes of determining and establishing progressive disciplinary action after eighteen (18) months from the effective date of such suspension provided there is no intervening disciplinary action of like kind during that period.

Section 12.7 Where a verbal or written reprimand or suspension is imposed, the Employer must have sufficient cause. However, in instances of non-progressive termination of an employee, the Employer must prove the alleged misconduct by a preponderance of the evidence.

Section 12.8 Before any discipline is imposed on any employee, a pre-disciplinary hearing shall be scheduled by the Director. The affected employee and the Union President (or other staff representative or Union officer in his absence) shall be notified in writing of the date, time and place of the hearing at least three (3) working days in advance and also be advised of the general nature of the charges. Such pre-disciplinary hearing shall be conducted by a hearing officer mutually agreed to by the parties and is not directly related to the charges. The role of the hearing officer shall be that of a fact-finder and shall make no recommendation regarding the level of discipline. The employee and/or his representative shall be afforded an opportunity to respond to the charges.

Section 12.9 If an employee chooses to be represented, representation shall be by the Union only. An employee may waive his right to a pre-disciplinary hearing by failing to appear or by submitting a form provided by the Director with a copy given to the Union.

Section 12.10 An employee shall be given a copy of any discipline taken against him, with a copy entered into his personnel file. The employee shall be required to sign an acknowledgement of receipt of such disciplinary action prior to it being placed in his personnel file.

ARTICLE 13 SICK LEAVE

Section 13.1 Uses Sick leave is a benefit which is defined as an absence necessitated by: (1) illness, injury, or pregnancy-related condition of the employee; (2) exposure by the employee to contagious disease communicable to other employees or clients; (3) illness, pregnancy, or injury, in the employee's immediate family; or (4) examination, including medical, psychological, dental or optical examination of the employee or a member of the employee's immediate family (as defined in Section 13.4).

Sick leave may not be used to cover tardiness. The approval and/or recommendation for sick leave does not prevent issuance of disciplinary action for abuse of sick leave or sick leave policies.

Section 13.2 Accumulation of Sick Leave All full-time employees shall earn sick leave of 4.6 hours for each completed 80 hour bi-weekly pay period (or pro-rated amount if less than 80 hours in active pay status) and may accumulate such sick leave without limit.

Section 13.3 Proof of Sick Leave Any employee who is absent for more than two (2) consecutive work days may be required to submit a physician's statement with requests for sick leave prior to the approval of sick leave usage.

The Director may require an employee who has been absent from work due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid for by the Employer, to establish that he is not disabled from the performance of his normal duties, that he is able to perform the material and substantial duties of his position, and/or that his return to duty will not jeopardize the health and safety of other employees or clients.

If an employee fails to submit adequate proof of illness or injury or in the event such proof, as is submitted, or upon the request of medical examination, the Director finds that there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

Any abuse, excessive use or patterned use of sick leave shall be just and sufficient cause for disciplinary action. Disciplinary action may be taken against an employee who falsifies any sick leave documentation.

An employee is expected to be at home while on sick leave unless on a medical-related appointment or errand or the employee has made other arrangements with the Employer.

Where sick leave of three (3) days or more is requested to care for members of the immediate family, the Director may require a physician's certificate of statement to the effect that the presence of the employee was necessary to care for the ill family member.

SECTION 13.4 Employees whose attendance is unsatisfactory shall be disciplined in accordance with the following schedule:

<u>NUMBER OF OCCURRENCES IN A CALENDAR YEAR</u>	<u>CORRECTIVE ACTION</u>
18 th	Verbal Counseling
19 th	Verbal Counseling
20 th	Written Reprimand

21 st	Written Reprimand and a Supervisor Conference
22 nd	Written Reprimand and a Conference with Supervisor and Assistant DJFS Director
23 rd	Written Reprimand and a Conference with Supervisor and DJFS Director
24 th	4 Hour Suspension at the Discretion of the DJFS Director

Any occurrence for purposes of this policy shall mean any use of sick leave of up to five (5) consecutive work days. Long-term uses of sick leave of six (6) or more consecutive work days which are supported by appropriate documentation shall not be considered occurrences. No occurrence shall be charged for medical, optical or dental visits if the use of leave is three (3) hours or less in duration and the employee gives twenty-four (24) hours advance notice of the appointment.

In the event the Employer determines that the employee's absence is not supported by appropriate documentation, the Employer may send the employee to a physician of the Employer's choosing at the Employer's costs. If the employee's physician and the Employer's physician disagree, the Union may request, within five (5) working days, that the matter be referred to a third physician whose medical opinion shall be final and binding. Such physician shall be mutually selected by the employee's physician and the Employer's physician. The expense of this third physician shall be shared equally by the parties.

Section 13.5 Immediate Family Illness When the use of sick leave is due to the illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, children, parents, grandparent, and parents-in-law for whom the employee is responsible for the care of the family member. Immediate family shall also include the employee's grandchild, niece and nephew as long as the employee is the legal custodian or guardian or if the grandchild, niece or nephew has been living in the employee's residence for the preceding thirty (30) days.

Section 13.6 Compensation Sick leave may be used in segments of not less than fifteen (15) minutes. Employees shall not use sick leave to cover tardiness.

Section 13.7 Notification by Employee An employee who is unable to work shall notify his immediate supervisor not later than one half-hour (1/2) after the agency starting time, on the first day of absence and each day thereafter, unless unusual circumstances prevent such notification in which case the employee shall notify the Employer as soon as possible. Where the employee is

expected to be off work for more than two (2) consecutive work days, the employee and supervisor may make alternate call-in arrangements such that the employee will not be required to call-off on each day of his absence. Employees shall not use sick leave to cover tardiness.

Section 13.8 Leave of Absence If illness continues past the period covered by earned sick leave, the employee may be granted use of earned vacation time or may request a leave of absence. The employee shall make such request in writing in advance of the time requested and shall be made according to the provisions of Article 21, Leaves of Absence.

Section 13.9 Sick Leave Conversion Upon Retirement Upon retirement under the Public Employees Retirement System, employees may convert one-fourth of their accumulated sick leave accumulated while an employee of the Harrison County Department of Job and Family Services to a maximum amount of 960 hours or a maximum conversion of 240 hours. The conversion will be at the employee's rate of pay at retirement. Additionally, to be eligible for sick leave conversion at retirement, the employees must have worked for the Employer at least ten (10) years immediately prior to retirement. The ten (10) years of service must be immediately prior to retirement with no break in service. Upon conversion of sick leave, all hours of accumulated sick leave will be deemed waived. No employee may have more than one conversion.

For employees with twenty (20) years of service with the Employer immediately prior to retirement may convert thirty (30%) percent of their accumulated sick leave accumulated while an employee of the Harrison County Department of Job and Family Services to a maximum amount of 960 hours or a maximum conversion of 288 hours.

Section 13.10 Sick Leave of Bereavement Employees may utilize up to five (5) days sick leave for bereavement leave in the event of the death of a member of their immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five (5) days. An employee's immediate family for purposes of funeral leave shall include his spouse, parent, child, sibling, grandparent, grandchild, legal guardian (loco parentis) and the employee's current mother-, father-, son-, daughter-, sister-, or brother-in-law. Employees may utilize one (1) day sick leave for bereavement in the event of the death of an employee's nephew or niece.

ARTICLE 14 MEDICAL EXAMINATIONS

Section 14.1 The Employer may require an employee to take an examination, conducted by a licensed medical practitioner, to determine the employee's physical or mental capacity to perform the material and substantial duties of the employee's classification. If found not able to perform the material and substantial duties, the employee may request available sick leave, vacation or disability leave. If an employee is unable to return to duty within one year from the date the leave(s) began (any combination of paid or unpaid leave) the employee will be deemed separated from service.

The cost of an examination required by the County shall be paid by the County. If the employee disagrees with the determination he may be examined by a medical practitioner of his choice at his own expense. If the two reports conflict, a third opinion shall be rendered by a neutral party chosen by the Employer and the employee, which decision shall be final and binding and not subject to the grievance procedure contained herein. Further, the cost of the third, neutral examination shall be borne by the Employer.

Section 14.2 Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline which may include dismissal.

Section 14.3 If an employee after any examination, including workers' compensation examinations is found or determined to be unable to perform the material and substantial duties of his position, the employee may utilize accumulated unused sick leave or other leave benefits (including, but not limited to workers' compensation, if eligible). If an employee is unable to return to duty within one year from the date the leave(s) began (any combination of paid or unpaid leave) the employee will be deemed separated from service.

Section 14.4 If an employee refuses to go on a leave status or refuses to request paid or unpaid leave, the Employer may place the employee on unpaid disability separation. Such separation shall continue for a period of one (1) year unless the employee is certified as being able to return to work by a physician within the one-year period. If the employee is not able to return to work by the end of that one (1) year period, he or she shall be deemed permanently separated from employment with the Employer. If the employee is not able to return to work by the end of that one (1) year period and files for PERS disability retirement/separation, the employee shall be given one (1) additional year before being deemed permanently separated from employment with employer as provided above. In addition to examination results presented by the employee, the Employer shall have the right to have the employee examined prior to his return to work. If a dispute exists regarding the employee's and the County's designated physicians then the dispute shall be resolved in the same manner presented in Section 14.1 above.

Section 14.5 Any cost for examinations required by the Employer shall be paid by the Employer. Employees shall have the right to submit examination reports to the Employer which would respond to the questions of an employee's ability to perform the material and substantial duties of his position.

ARTICLE 15 VACATION LEAVE

Section 15.1 For purposes of vacation leave, all full-time employees shall earn annual vacation leave according to their number of years of service with the Department, together with the "prior service time" that they may have accumulated. Prior service for purposes of this Article is the length of full-time service of an employee with another County DJFS or County PCSA or another Harrison County Agency or Office.

New hires must serve one (1) year before taking any accrued vacation. A new hire with prior service and a break in service time must also serve one (1) year before taking any accrued vacation. A new hire with prior service and no break in service time is eligible for vacation once accrued.

Section 15.2 Scheduling of vacations shall be subject to the approval of the supervisor/designee/Director. When employees request vacation leave, it shall be in increments of a minimum of fifteen (15) minutes. Vacation time not taken during the year in which it was accrued may be accumulated for a period of up to three (3) years. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance. Exceptions and requests to carry over any excess leave may be granted at the discretion of the Director and such request shall not be unreasonably denied. The decision of the Director shall not be grievable.

Employees must request vacation in advance. Advance notice must be at least equal to the number of days requested. For example, an employee requesting three (3) days of vacation must submit such request at least three (3) working days in advance. Vacation requests of less than one (1) day must be at least one (1) day in advance.

Section 15.3 Employees shall earn vacation according to the following schedule:

1. Employees, upon the attainment of the first year of employment, will have earned eighty (80) hours and will earn vacation leave at the rate of 3.1 hours per 80 hours active pay status thereafter.
2. Employees, upon the attainment of six (6) years of employment, will earn one hundred twenty hours of vacation leave per year, or 4.6 hours per 80 hours active pay status.
3. Employees, upon the attainment of twelve (12) years of employment, will earn one hundred sixty (160) hours of vacation leave per year or 6.2 hours per 80 hours active pay status.
4. Employees, upon the attainment of twenty-two (22) years of employment, will have earned two hundred (200) hours of vacation leave per year or 7.7 hours per 80 hours active pay status thereafter.

**ARTICLE 16
HOLIDAYS AND PERSONAL HOURS**

Section 16.1 All full-time employees shall receive the following holidays:

- | | | |
|-----------|---------------------------------|---|
| 1. | New Year's Day | January 1 |
| 2. | Martin Luther King Day | 3 rd Monday in January |
| 3. | President's Day | 3 rd Monday in February |
| 4. | Memorial Day | Last Monday in May |
| 5. | Independence Day | July 4 |
| 6. | Labor Day | First Monday in September |
| 7. | Columbus Day | 2 nd Monday in October |
| 8. | Veteran's Day | November 11 |
| 9. | Thanksgiving Day | 4 th Thursday in November |
| 10. | Day After Thanksgiving | 4 th Friday in November |
| 11. | Christmas Eve | Only When Christmas falls
on Tuesday, Wednesday,
Thursday or Friday |
| 12. | Christmas Day | December 25 |
| 13/14/15. | Twenty-four (24) Personal Hours | |

Any holiday which falls on a Saturday shall be celebrated on the preceding Friday and any holiday which falls on a Sunday shall be celebrated on the succeeding Monday. In those years that Christmas Eve would not be celebrated pursuant to Section 1 above, employees shall be granted eight, (8) additional personal hours.

Section 16.2 Employees who use sick leave for the entire day, the day before or day after a holiday, will lose that holiday pay unless they provide a doctor's slip to verify the use of sick leave covering that day.

Section 16.3 If a holiday occurs during a period of paid sick leave or vacation leave; the employee will draw holiday pay and will not be charged for sick leave or vacation.

Section 16.4 Employees must have completed their original probationary period in order to use personal hours.

Section 16.5 Use of Personal Hours Employees may request personal hours in fifteen (15) minute increments from their supervisor. Requests of use of personal leave equal to or greater than one day must be requested at least one day in advance. For all requests less than one day the advance notice must be equal to amount of leave requested.

Personal leave may be used at the beginning of the day for personal or bona-fide emergency reasons (e.g. car accidents, inclement weather, natural disasters, or any unforeseen situation requiring the immediate attention of the employee, etc.). Employees are requested to call their supervisor to advise that they will be arriving late giving approximate arrival time. Personal

leave at the beginning of the day does not require prior approval and can be requested in increments of fifteen (15) minutes. Personal leave cannot be used for tardiness. Employees shall be responsible for filling out a request for leave form.

Section 16.6 Unused Personal Hours Up to 16 personal hours that have not been used by December 31st shall be carried over as personal hours on December 31st for the following year. Any number of personal hours over 16 hours shall be paid out on December 31st.

ARTICLE 17 WAGES

Section 17.1 Effective October 1, 2011, there shall be a zero percent (0%) general wage increase and the rate of pay for each range is reflected in Appendix B-1. For wages beginning in October 1, 2012 and October 1, 2013, each employee in the bargaining unit shall receive a one percent (1%) general wage increase.

Employees shall receive a step increase after successful completion of their probationary period. Thereafter, Employees who are eligible to receive step increases shall receive those on the anniversary of their previous step increase according to the practice in effect at the time this Agreement is executed.

Section 17.2 Effective January 1, 2012, Employees shall be entitled to the following longevity:

<u>Years of Service</u>	<u>Amount per Hour</u>
After 3	\$0.06 per hour
After 6	\$0.09 per hour
After 9	\$0.12 per hour
After 12	\$0.14 per hour
After 15	\$0.17 per hour
After 18	\$0.20 per hour
After 21	\$0.23 per hour
After 24	\$0.26 per hour
After 27	\$0.29 per hour

For purposes of longevity, an employee's anniversary date (date of hire) shall be utilized for calculation of longevity amounts. The above-hourly rate shall be added to the employee's base hourly compensation rate.

ARTICLE 18 OVERTIME

Section 18.1 The work week for bargaining unit employees shall normally consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive of a one (1) hour paid lunch.

Employees will work one of the following shifts: 6:00 A.M. – 2:00 P.M.; 8:00 a.m. – 4:00 p.m.; 8:30 A.M. – 4:30 P.M.; 9:00 a.m. – 5:00 p.m.; or 10:00 a.m. – 6:00 p.m., with extended hours as needed by appointment only with Employer approval and the Employer reserves the right to arrange flextime for the employee working the extended hours. The Employer shall determine the number of employees in each classification, if any, needed to staff each shift.

Employees in each classification shall then select the shift assignment they desire based upon their classification seniority (i.e. the most senior employee in each classification shall be given first preference at the assignment.). Ties in classification seniority shall be broken by agency seniority. Should there be an inadequate number of employees who volunteer for each shift the Employer may assign employees to fill the shifts in inverse order of classification seniority (i.e. least senior in each classification first.) Employees may always exercise their classification seniority for shift preference. Employee's who desire a change in shift for the next calendar quarter of the year shall make written request for such change at least ten (10) working days prior to the end of the current calendar quarter. If such request is received, the process outlined above shall be repeated. If no such requests are received the shifts shall remain unchanged for the next calendar quarter. Calendar quarters are defined as: January 1 – March 31; April 1 – June 30; July 1 – September 30; and October 1 – December 31.

Section 18.2 All employees shall be compensated at the rate of one and one-half (1 ½) times their regular hourly rate of pay for all hours in active work status which exceeds forty (40) hours in one work week. That is, overtime will be compensated for those hours actually worked in excess of forty (40) hours actually worked in a workweek. "Hours actually worked" for purposes of overtime computation shall include vacation and holiday time. Compensation shall be in the form of compensatory time off or in cash according to the provisions of this Article. All overtime must have the prior approval of the employee's immediate supervisor and/or Director.

Section 18.3 Employees must take compensatory time and not compensation for the first 100 hours of overtime. When an employee's balance reaches 100 hours of earned compensatory time any further overtime shall be compensated in cash only.

Employees must request compensatory time off in advance. Advance notice must be at least equal to the number of days requested. Requests of less than one (1) day must be made at least one (1) day in advance. Only the balance of compensatory time maintained by the Fiscal/Payroll Unit shall be considered the official record of accumulation, balance, and use of compensatory time. Any dispute over balance of compensatory time shall be discussed with the Director. The

Employer reserves the right to annually pay an employee's unused and/or unscheduled compensatory time to a balance of twenty-four (24) hours each May 31.

Section 18.4 Employees who are "on-call" and who are called out after 10:00 p.m. when the next day is a scheduled work day, may adjust their hours of work by adjusting the starting time of their next scheduled shift with the approval of the Employer. Any employee involved in the removal of children while on call must report to work by 8:00 a.m. of the next business day to begin the notification, court scheduling and paper work process necessary to complete the work begun after work hours.

Section 18.5

- A. Social Service Workers who are eligible for "on-call" status shall receive a monetary stipend of ten dollars (\$10.00) per day for a total of \$140.00 per pay period.
- B. In addition to "A" above, Social Service Workers who are called out to work at other than regular hours shall receive pay or equivalent paid leave for the call out. The call out shall begin when the employee calls their immediate supervisor or their Director and shall end when the employee calls their immediate supervisor or their Director informing them that they have completed the call out. Employees shall be required to document time worked in such circumstances.

Section 18.6 Travel out of the County and during the work-day Employees shall be compensated at the appropriate rate for time spent in travel during a work day if such travel is necessary for the employee to perform his/her work duties. Further, employees who usually work at a fixed location that are given a special assignment out of the County, such as training or meetings, shall be compensated for the time spent traveling to and from this assignment. Employees may be required to leave from their usual work location. An employee's work schedule may be adjusted on days when they are given out of county work assignments.

On-call travel time On-call employees who report outside of their regular work hours from their homes to work location different from their normal work location within the County shall be compensated for actual time spent traveling. Such employees shall not be required to report to their regular work site.

Home to work travel In no event shall travel from an employee's home to their regular work location or travel from their home to an assigned work location within the county is considered as time worked.

Attendance at meetings and training Time spent in attendance at meetings, traveling, training and other programs during the employee's regular workday shall be compensable. In addition, time spent beyond the employee's regular workday/work hours shall also be compensable. An employee's workday may be adjusted on the day(s) the employee attends such training, meetings and other programs.

**ARTICLE 19
APPLICATION OF CIVIL SERVICE LAWS**

Section 19.1 It is understood that provisions of this Agreement shall supersede all provisions of Revised Code Chapter 124 which are addressed or referenced by this Agreement. It is expressly understood and agreed that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction over employees in the bargaining unit in any area covered under this Agreement. This includes the length of probationary periods and appeals from disciplinary actions or probationary periods.

**ARTICLE 20
LAYOFF AND RECALL**

Section 20.1 Notice of Reduction

The Employer may lay off employees for lack of work, lack of funds, reorganization, or abolishment of jobs or functions. The Employer will notify the Union and all affected bargaining unit employees at least thirty (30) calendar days in advance of its intent to lay off from the work force. The Employer shall have the exclusive authority to determine the classification(s) and the reasons for the layoff.

Section 20.2 Order of Layoff Whenever a reduction in the work force occurs, the following sequential order of reduction will be implemented:

- A. All of the Employer's casual, intermittent, temporary, seasonal, new hire probationary and part-time employees within an affected classification shall, in that order, be terminated or laid off as the case may be.
- B. Thereafter, any additional necessary reduction in the work force shall be made in the inverse order of seniority for the remaining employees in the classification(s) selected for layoff.

Section 20.3 Bumping Rights An employee with seniority who is displaced from his classification by a reduction in the work force may exercise his seniority to bump the employee with the least seniority in the following order: 1) the classification of layoff; then 2) in the next lower classification in the classification series as set forth in this Agreement; and then 3) any other lower classification previously held within the last three (3) years by the employee at the Department where the employee is still able to perform the duties. If the employee is not able to bump within his classification or to a lower classification within his classification series or into a lower classification, then the employee shall have the opportunity to bump any casual, intermittent, temporary, seasonal, or part-time employee, provided the employee has the present ability, without further training, to perform the duties of that position. However, an employee who has the present ability to perform the duties of the position shall be provided a familiarization period of no more than two (2) weeks. It shall be the Union's burden to prove

that such employee has the present ability to perform the duties of that position based on experience, training, physical abilities, etc.

An employee choosing to bump into any other lower classification and does not meet the Employer's expectation for that classification after the two week period may only bump one more time to another lower classification. In the event that the employee does not meet the Employer's expectation in the new lower classification after the new two week period, the employee shall then be laid off. Lower classification shall be defined as a lower pay/pay range classification/position within the bargaining unit.

In the event two employees in a classification have an equal amount of service, either in layoff or displacement situation, the tie shall be broken by the affected employees original civil service examination scores (when such exist for the affected employees) or, if all affected employees do not have civil service examination scores, by lot (to be determined at the time of layoff or displacement).

Any employee displaced from his classification under procedures set forth in this Article may elect to be laid off rather than exercise his bumping rights. Such election shall be made at the time the layoff occurs and shall be final.

Employees shall give notice of intent to exercise their bumping rights within ten (10) calendar days after receipt of a displacement notice. Failure to exercise bumping rights within this period will cause forfeiture of any employee's bumping rights and result in layoff.

Section 20.4 Recall Rights Employees displaced from their classification through a reduction in work force shall be recalled or returned to vacancies which 1) thereafter occur in their classification in the order of their seniority (most senior recalled first), or 2) thereafter occur in other similarly or lower-rated classifications within the classification series, for which the recalled employee remains qualified to perform the work, in order of their seniority (most senior recalled first). An employee who accepts recall to a position that is similar or is a lower-rated classification within the classification series shall retain recall rights to the position from which they were laid off for a period of twelve (12) calendar months from their effective date of their layoff or displacement.

Vacancies in the classification or other lower classifications in the classification series shall not be filled from the outside until such time as laid off employees have exhausted their recall rights. Employees shall retain recall rights for a period of twenty-four (24) calendar months from their effective date of their layoff or displacement.

Section 20.5 Recall Notice Written notice of recall from layoff shall be sent to the employee's last known address by the Employer, by certified mail, return receipt requested. Failure of an employee to contact the Employer within ten (10) calendar days after receipt of recall notice or to return to work with the Employer within fourteen (14) calendar days after receipt of recall notice or shall constitute a forfeiture of an employee's right to recall. Employees shall be

responsible for keeping the Employer notified of their current address. Refusal to respond will be deemed waiver of right to return.

Section 20.6 Severance Pay Employees displaced by a work force reduction shall be entitled to all wages and other severance pay provided by this Agreement which are due employees, such as conversion of unpaid accrued vacation leave.

ARTICLE 21 LEAVES OF ABSENCE

Section 21.1 Personal Leave Any employee who has completed one (1) year of continuous service with the Employer may apply for leave of absence without pay for personal reasons not to exceed six (6) months. Personal leave requests shall be in writing. Personal leaves of absence shall be at the sole discretion of the Employer. However, in no case shall leave be granted to an employee for the purpose of accepting other employment.

When personal leave is requested for maternity or child-care purposes prior to and/or following birth, the total amount of leave to be granted under this Article shall not exceed six (6) months. This includes sick leave used in conjunction with medical leave, sick leave used apart from medical leave, and unpaid medical leave. Personal leave without pay may be requested prior to childbirth and before the leave becomes medically necessary whereupon a medical leave may be requested pursuant to the provisions of this Article. Employees with less than one (1) year of continuous service may be granted a personal leave of absence pursuant to this Section if it is granted to reasonably accommodate the known disability of an employee and does not create an undue hardship on the Employer.

Section 21.2 Military Leave The Employer will continue to comply with all appropriate State or Federal statutes and regulations relating to the employment rights of employees on military service.

Section 21.3 Medical Leave Any employee who has completed his probationary period may be granted a leave of absence without pay for illness or medical reasons for a period up to six (6) months. This provision shall be applicable after the employee has exhausted his/her FMLA. Medical leaves may include leaves for maternity purposes where the leave is documented as medically necessary. If requested, the employee shall furnish satisfactory medical proof of said illness.

When requesting medical leave, an employee may utilize their sick and/or vacation leave pending approval of the medical leave and for a portion or the duration of their medical leave. The employee must exhaust their accumulated, unused sick leave before becoming eligible for the unpaid medical leave; however, it is not necessary that the employee exhaust their accumulated, unused vacation leave. The employee may utilize their accumulated, unused vacation leave before or after the paid medical leave is utilized. All time on medical leave shall

be without pay. The total period of a medical leave, including both paid and unpaid medical leave, vacation leave and sick leave, shall not exceed six (6) calendar months.

A certificate of the employee's physician stating the disability no longer exists and that the employee is fit to return to his former classification shall be required before the employee returns to work, concluding the medical leave.

The Employer may also have the employee examined, at the Employer's expense, to determine the extent of the medical necessity of the leave and to establish the expected date of return. An examination may occur at any time the employee is on an original or extension of a medical leave or at the time an employee requests return from medical leave. The Employer may additionally or alternatively have the employee examined, at the Employer's expense, prior to the employee's return to determine if the employee is capable of performing the material and substantial duties of his position.

Section 21.4 Court Leave Employees shall be eligible for paid leave during regularly scheduled working hours if he/she is subpoenaed to appear before any court, commission, board, or other legally constituted body authorized by law to compel appearance or summoned for jury duty. All compensation received by the employee from the court for services rendered during normal working hours shall be remitted to the Harrison County Treasurer.

In order to be eligible for such payment, the affected employee must notify his supervisor within a reasonable time after receiving the court notice, but before the time to appear, and must submit a written statement from an appropriate court official which states the date(s) the employee served and the total amount of pay received. An employee is expected to return to work upon release from court duty for the remaining hours of his shift if it is reasonable to do so. Notice to appear must be submitted with the leave request.

Employees are not entitled to paid court leave for appearance in personal criminal or civil cases or to appear at a matter or action brought by the employee, where the employee is a party, or where the employee is under an obligation to appear, e.g. as a parent, spouse, family member, etc. Such absences must be scheduled in advance through the employee's Supervisor and be taken as leave without pay, or vacation or compensatory time, if properly accrued.

Section 21.5 Emergency Leave In the event an emergency occurs which necessitates the immediate attention of an employee, the employee may request that they be immediately released from work. Such emergency leave may be for purposes to attend to matters of a member of the employee's immediate family.

Emergency leave will be for those instances which cannot be handled at another time. The employee shall request the emergency leave from their supervisor in writing and will indicate the reasons for the emergency leave request. Emergency leave requests which are granted for medical reasons of an employee's immediate family as defined in Section 13.4 shall be charged against an employee's sick leave in increments of fifteen (15) minutes.

Emergency leave requests which are granted for other than medical reasons shall be charged against an employee's vacation leave in fifteen (15) minute increments or may be granted as personal leave without pay. Weather emergencies may be granted as an emergency leave and treated as a non-medical emergency leave.

ARTICLE 22 MEDICAL INSURANCE

Section 22.1 The Department agrees, for the duration of this Agreement, that the premium costs to employees for medical insurance shall be the same as all other county commissioner employees. Furthermore, the Employer agrees that such cost shall not exceed the following amounts:

	<u>2011-2012</u>	<u>2012-2103</u>	<u>2013-2014</u>
Single:	\$52.00/Mo.	\$53.00/Mo.	\$54.00/Mo.
Family:	\$130.00/Mo.	\$132.00/Mo.	\$134.00/Mo.

Section 22.2 The Union recognizes the right of the Employer to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or lessen premium costs. The Department agrees to notify the Union when the need for such measures arise and meet no later than thirty (30) days prior to any changes in coverage going into effect.

Section 22.3 Upon ratification of this Agreement, the Employer agrees to contribute the amount of Forty dollars and seventy-five cents (\$40.75) per month per employee to the Ohio AFSCME Care Plan for Dental Level 2A and Vision Care coverage.

ARTICLE 23 POSTING OF VACANCIES

Section 23.1 Whenever the Employer determines that a vacancy exists within the bargaining unit, a notice of such vacancy shall be posted on a bulletin board which is accessible to all employees for a period of five (5) working days, not including the day of the posting. The posting shall include the classification, location of the position, wage rate, a brief description of the duties and the qualifications for the position. It is understood by the parties that the minimum qualifications for applying for the position shall not be greater than the minimum services for this position.

Section 23.2 During the posting period anyone wishing to apply for the vacant position may do so by submitting a written application to the Employer. The Employer is not obligated to consider applications not timely filed or applications of employees who do not meet the minimum qualifications outlined in Section 1 of this Article.

Section 23.3 Once a position has been posted and applications received, the Director shall review and consider all timely filed applications. The Director shall determine the necessary qualifications and requirements for the individual position. The Director shall select the applicant he determines most qualified based on the applicant's skills, knowledge, abilities, qualifications, experience, attendance, education and disciplinary record. The Employer reserves the right to determine the weight relevant to each factor considered which shall not be unreasonable.

The Employer shall fill a posted vacancy unless there is a legitimate reason for not filling such posted vacancy. In the event the Director determines that two or more applicants possess the same relative skills, knowledge, abilities, qualifications and experience, then the applicant with the most agency seniority will be selected for the position. Nothing in this Article shall restrict the Director's right to not fill a posted vacancy or his right to select an outside applicant to fill a vacancy.

Section 23.4 Vacancies caused by leaves of absence or long-term illness or other temporary conditions may be filled by the Director's discretion without regard to the job bidding procedure.

Section 23.5 Employees not selected for a filled vacancy may request a meeting with the Director or his designee to discuss their non-selection. Such request shall not be unreasonably denied.

Section 23.6 An employee who receives a position as a result of bidding for a job according to this Article may not bid and shall not be eligible for vacant positions during their probationary period for the position he has been awarded.

Section 23.7 An employee who receives an upgrade of his position by means of a reclassification, whether requested by the Department or by the employee, shall not be deemed to be "promoted" to a vacancy. Modification of the position by reclassification shall not be subject to the posting requirements of this Article.

ARTICLE 24 SENIORITY

Section 24.1 Seniority for purposes of this Agreement shall be the employee's period of continuous, uninterrupted service with the Harrison County Department of Job and Family Services in any bargaining unit classification(s).

This service shall include time spent in federal or state work program in the Department in which the employee received pay directly from Harrison County. Employees shall accrue seniority while on paid leave or in active pay status. Employees shall not accrue seniority while on leave, on layoff status, in an unpaid leave of absence, in a period of unpaid medical leave, or any other non-pay status exceeding thirty (30) calendar days.

Section 24.2 An employee's seniority shall terminate:

1. If the employee quits;
2. If the employee retires;
3. If an employee is discharged and not reinstated;
4. If an employee is laid off for a period of more than twenty-four (24) months;
5. If an employee exceeds an approved leave of absence, unless an extension is granted before the initial leave expires; and/or
6. If an employee is promoted to a position outside the bargaining unit and passes his probationary period for that position. A non-bargaining unit employee may not bump or displace any bargaining unit member but may be placed into a vacant bargaining unit position. Such employee's seniority upon placement shall be equal to any seniority accrued during previous service within the bargaining unit.

Section 24.3 The Employer will provide the Union with one (1) copy of a seniority list within fourteen (14) calendar days after the effective date of this Agreement and every January thereafter, showing the seniority of each employee in the bargaining unit. Any employee shall have fifteen (15) working days after the list is prepared and posted to protest his position on that list or his date for seniority. If no challenge is received, the list shall be deemed accurate.

ARTICLE 25 LABOR-MANAGEMENT MEETINGS

Section 25.1 In the interest of constructive Labor-Management relations, the Union and Employer will meet as needed but not more than once per quarter and on other mutually agreed to dates and times for the purpose of discussing those matters outlined below.

Up to three representatives of the Union and up to three representatives of the Employer shall constitute the Labor-Management Committee. An agenda of items the Union wishes to discuss at the labor-management meeting must be presented to the Employer at least one (1) week in advance.

The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Discuss those employee concerns, which are not proper subject of the Grievance Procedure;
- C. Discuss management's concerns regarding issues involving bargaining unit employees;
- D. Discuss ways to improve efficiency and work performance;
- E. Discuss the general morale of employees in the Agency;
- F. Discuss new or revised policies which affect employees in the Department;
- G. Discuss any other issues which the parties may wish to bring to such meeting.

In addition, the Labor-Management Committee shall act as a health and safety committee. Issues involving health and safety will be discussed at Labor-Management meetings, and the parties will strive for a safe and healthful work place.

Labor-management meetings will be scheduled at a mutually agreed time and members of the committee will lose no straight time pay.

ARTICLE 26 UNION REPRESENTATION

Section 26.1 Local Union Officials The Employer agrees to recognize the President of Local 3722 and up to three (3) Stewards.

Section 26.2 Union Business Union officials named in Section 1 and employee grievant(s) shall not lose straight-time pay for attending meetings with representatives of the Employer conducted pursuant to the Grievance Procedure of this Agreement, the Disciplinary Procedure or for attendance at Labor-Management meetings. The Employer shall provide or make available for the Union all information and records requested by the Union for the investigation of any alleged grievance. The Employer shall permit the grievant and Union to meet and to review such information up to one (1) hour, if needed, prior to any grievance hearing.

Section 26.3 Site Visitation The Staff of the Union may enter the premises of the Employer upon reasonable notification to the Employer for attendance of meetings at Step 2 of the Grievance Procedure, Labor Management meetings or disciplinary meetings.

Section 26.4 Roster of Stewards The Union shall provide in writing to the Employer a roster of its stewards which is to be kept current at all time. No employee shall be recognized as a Union steward until the Employer is so notified.

Section 26.5 Union Leave The Union shall be granted up to five (5) days per year (January 1 through December 31) for officers and members to attend Union meetings, conferences, and conventions. Such leave shall be without pay; however, officers or members may request to use vacation leave to cover for the period of the Union leave. Two (2) weeks advance notice must be given to the Employer and the granting of such leave will be subject to the operational needs of the Department.

ARTICLE 27 BULLETIN BOARDS

Section 27.1 The Employer agrees to provide space on a bulletin board mutually agreed for use by the Union. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union. All Union notices shall be signed and posted by the Local Chairperson or a designated Union Steward.

Section 27.2 Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections; and
- E. Results of Union elections.

Section 27.3 All other notices posted on the bulletin boards must receive prior approval of the Employer or his designated representative. The bulletin board shall not be used for any postings regarding any partisan or non-partisan political activities. Statements, positions, or information by or about any candidates, partisan or non-partisan, or issues shall not be posted on the bulletin board. Statements not permitted are those which constitute personal attacks upon other employees of the County, which are attacks upon the Administration, or are derogatory.

ARTICLE 28 HEALTH AND SAFETY

Section 28.1 Health and Safety The Employer agrees to maintain all buildings, facilities, vehicles, and equipment owned and operated by the Employer in a safe and healthful manner. Employees shall be responsible for reporting to the Director, in writing, any perceived unsafe or unhealthy buildings, facilities, vehicles, or equipment. The Union may bring issues concerning health and safety to labor-management meetings.

ARTICLE 29 PERSONNEL RECORDS

Section 29.1 An employee shall have the right to inspect his or her personnel record at any time with reasonable notice to the Employer. Employees upon request will receive copies of all materials placed in the personnel record. Employees may be charged the reasonable cost of making copies. The signing of any documents to be placed into the personnel record will not indicate an agreement by the employee as to the content of the material. An employee shall have the right to attach a letter of explanation to any document in the personnel file.

Section 29.2 When no disciplinary action is administered against an employee for twelve (12) consecutive months following a verbal or written reprimand or eighteen (18) months following a suspension, all previous records of discipline shall be expunged and removed from an employee's personnel file upon the written request of the employee. All previous records of discipline that are either twelve (12) months or older from the date of issuance for verbal or written reprimands or eighteen (18) months or older for suspensions may not be used against an employee in the event of future disciplinary action.

ARTICLE 30
TEMPORARY ASSIGNMENTS

Section 30.1 The Department may temporarily assign employees outside their classifications to cover for shortages of personnel and/or workload, e.g. vacations, manpower shortages, or extra or new program assignments. Employees will be paid a temporary work level payment when they are assigned by a supervisor to perform the duties of a higher classification. When employees are temporarily assigned duties in a lower classification for the reasons stated above, the employee shall continue to receive their normal rate of pay.

The temporary work level payments are intended to address those situations where an employee is assigned to perform duties of another classification other than their own and which duties are in a higher classification. It is understood that there are many shared duties between classifications and if difficulties arise as to whether an employee is performing duties out of their classification or not part of their classification, that such concerns are to be raised and addressed in the Labor-Management meetings. It is further understood and agreed that the Department retains the right to assign duties and positions to employees so long as those duties and those positions are within their classifications.

**ARTICLE 31
DURATION OF AGREEMENT AND EXECUTION**

Section 31.1 This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Union except as otherwise noted herein and shall become effective upon execution by the Union and the Employer, and shall remain in full force and effect until September 30, 2014. Written notice of intent to negotiate a successor agreement shall be given no earlier than one hundred and twenty (120) calendar days prior to the expiration date, or later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.

Section 31.2 This Agreement executed this _____ day of _____, 2011 at Cadiz, Ohio.

For the Union, AFSCME, Ohio
Council 8 and Local 3722:

For Harrison County:

Misty Hyndman, Negotiation Team

Barbara Pincola, Commissioner

Deborah Coffland, Negotiation Team

William Host, Commissioner

Jack Filak, Staff Representative
AFSCME, Ohio Council 8, AFL-CIO

Don Bethel, Commissioner

Scott Blackburn, Director

Approved as to Form:

Approved as to Content:

T. Shawn Hervey,
Harrison County Prosecutor

Edward S. Kim,
Labor Counsel

Appendix B

<u>Class Number</u>	<u>Class Title</u>	<u>Pay Range</u>
10111	Clerical Specialist 1	02
10112	Clerical Specialist 2	04
10113	Clerical Specialist 3	25
10191	Account Clerk 1	27
10192	Account Clerk 2	28
30111	Unit Support Worker 1	03
30112	Unit Support Worker 2	04
30121	Eligibility/Referral Specialist 1	27
30122	Eligibility/Referral Specialist 2	28
30131	Social Service Worker 1	27
30132	Social Service Worker 2	28
30141	Investigator 2	28
40111	Custodial Worker	02

APPENDIX B-1

**HARRISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
WAGE CHART FOR THE BARGAINING UNIT EMPLOYEES**

EFFECTIVE 10-01-2011 0% INCREASE

<u>PAY RANGE</u>	<u>RATE TYPE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
02	HOURLY	9.74	10.03	10.33	10.63	10.96		
03	HOURLY	10.46	10.75	11.07	11.42	11.75		
04	HOURLY	10.61	10.94	11.27	11.60	11.95		
25	HOURLY	11.09	11.44	11.76	12.13	12.51	12.88	
26	HOURLY	11.38	11.72	12.08	12.44	12.81	13.20	
27	HOURLY	12.17	12.55	12.93	13.32	13.72	14.13	14.54
28	HOURLY	13.35	13.75	14.17	14.60	15.04	15.47	15.92

SSW 2 Staff (Pay Range 28) have an additional On-Call Stipend added to their pay at \$10.00 per pay or \$3,650.00 Annually

Longevity Schedule

Years Of Service	Hourly Amount	Hours Worked	Yearly Amount
After 3	0.06	2,080	124.80
After 6	0.09	2,080	187.20
After 9	0.12	2,080	249.60
After 12	0.14	2,080	291.20
After 15	0.17	2,080	353.60
After 18	0.20	2,080	416.00
After 21	0.23	2,080	478.40
After 24	0.26	2,080	540.80
After 27	0.29	2,080	603.20

APPENDIX B-1

**HARRISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
WAGE CHART FOR THE BARGAINING UNIT EMPLOYEES**

EFFECTIVE 10-01-2012 1% INCREASE

<u>PAY RANGE</u>	<u>RATE TYPE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
02	HOURLY	9.84	10.13	10.43	10.74	11.07		
03	HOURLY	10.56	10.86	11.18	11.53	11.87		
04	HOURLY	10.72	11.05	11.38	11.72	12.07		
25	HOURLY	11.20	11.55	11.88	12.25	12.64	13.01	
26	HOURLY	11.49	11.84	12.20	12.56	12.94	13.33	
27	HOURLY	12.29	12.68	13.06	13.45	13.86	14.27	14.69
28	HOURLY	13.48	13.89	14.31	14.75	15.19	15.62	16.08
SSW 2 Staff (Pay Range 28) have an additional On-Call Stipend added to their pay at \$10.00 per pay or \$3,650.00 Annually								

Longevity Schedule

Years Of Service	Hourly Amount	Hours Worked	Yearly Amount
After 3	0.06	2,080	124.80
After 6	0.09	2,080	187.20
After 9	0.12	2,080	249.60
After 12	0.14	2,080	291.20
After 15	0.17	2,080	353.60
After 18	0.20	2,080	416.00
After 21	0.23	2,080	478.40
After 24	0.26	2,080	540.80
After 27	0.29	2,080	603.20

APPENDIX B-1

HARRISON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
WAGE CHART FOR THE BARGAINING UNIT EMPLOYEES

EFFECTIVE 10-01-2013 1% INCREASE

<u>PAY RANGE</u>	<u>RATE TYPE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>
02	HOURLY	9.94	10.23	10.54	10.84	11.18		
03	HOURLY	10.67	10.97	11.29	11.65	11.99		
04	HOURLY	10.82	11.16	11.50	11.83	12.19		
25	HOURLY	11.31	11.67	12.00	12.37	12.76	13.14	
26	HOURLY	11.61	11.96	12.32	12.69	13.07	13.47	
27	HOURLY	12.41	12.80	13.19	13.59	14.00	14.41	14.83
28	HOURLY	13.62	14.03	14.45	14.89	15.34	15.78	16.24

SSW 2 Staff (Pay Range 28) have an additional On-Call Stipend added to their pay at \$10.00 per pay or \$3,650.00 Annually

Longevity Schedule

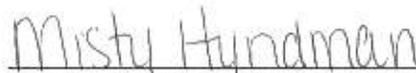
Years Of Service	Hourly Amount	Hours Worked	Yearly Amount
After 3	0.06	2,080	124.80
After 6	0.09	2,080	187.20
After 9	0.12	2,080	249.60
After 12	0.14	2,080	291.20
After 15	0.17	2,080	353.60
After 18	0.20	2,080	416.00
After 21	0.23	2,080	478.40
After 24	0.26	2,080	540.80
After 27	0.29	2,080	603.20

**ARTICLE 31
DURATION OF AGREEMENT AND EXECUTION**

Section 31.1 This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Union except as otherwise noted herein and shall become effective upon execution by the Union and the Employer, and shall remain in full force and effect until September 30, 2014. Written notice of intent to negotiate a successor agreement shall be given no earlier than one hundred and twenty (120) calendar days prior to the expiration date, or later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.

Section 31.2 This Agreement executed this _____ day of _____, 2011 at Cadiz, Ohio.

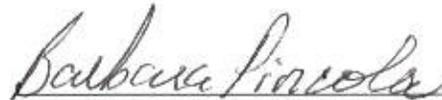
For the Union, AFSCME, Ohio
Council 8 and Local 3722:


Misty Hyndman, Negotiation Team

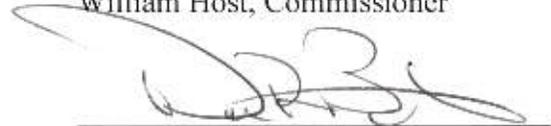

Deborah Coffland, Negotiation Team


Jack Filak, Staff Representative
AFSCME, Ohio Council 8, AFL-CIO

For Harrison County:


Barbara Pincola, Commissioner


William Host, Commissioner


Don Bethel, Commissioner


Scott Blackburn, Director

Approved as to Form:


T. Shawn Hervey,
Harrison County Prosecutor

Approved as to Content:


Edward S. Kim,
Labor Counsel