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AGREEMENT

BY AND BETWEEN

THE STARK COUNTY DEPARTMENT

OF JOB AND FAMILY SERVICES

AND

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION**

Effective: September 1, 2011
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Table of Contents

PREAMBLE.....	1
ARTICLE 1 - RECOGNITION.....	1
ARTICLE 2 - MANAGEMENT RIGHTS.....	3
ARTICLE 3 - NON-DISCRIMINATION	4
ARTICLE 4 - LABOR-MANAGEMENT PARTICIPATION CONFERENCE.....	5
ARTICLE 5 - WAIVER IN CASE OF EMERGENCY.....	6
ARTICLE 6 - NO STRIKE/NO LOCKOUT	6
ARTICLE 7 - GRIEVANCE PROCEDURE	6
ARTICLE 8 - CORRECTIVE ACTION	11
ARTICLE 9 - PERSONNEL FILES/TABLE OF ORGANIZATION	13
ARTICLE 10 - PROBATIONARY PERIODS	14
ARTICLE 11 - SENIORITY.....	15
ARTICLE 12 - LAYOFF AND RECALL.....	17
ARTICLE 13 - JOB VACANCIES	19
ARTICLE 14 - HOURS OF WORK AND OVERTIME.....	20
ARTICLE 15 - WAGES.....	21
ARTICLE 16 - TEMPORARY WORKING LEVEL PAY ADJUSTMENT.....	24
ARTICLE 17 - SEVERABILITY	24
ARTICLE 18 - HOLIDAYS.....	24
ARTICLE 19 - INSURANCE.....	25
ARTICLE 20 - EXPENSE REIMBURSEMENT.....	26
ARTICLE 21 - PERSONAL LEAVE DAYS	28
ARTICLE 22 - SICK LEAVE.....	29
ARTICLE 23 - LEAVE OF ABSENCE WITHOUT PAY.....	32
ARTICLE 24 - MILITARY LEAVE.....	33
ARTICLE 25 - FAMILY MEDICAL LEAVE.....	33
ARTICLE 26 - DISABILITY LEAVE WITHOUT PAY	35
ARTICLE 27 - FUNERAL LEAVE.....	36
ARTICLE 28 - CIVIL LEAVE	36
ARTICLE 29 - UNION REPRESENTATION/UNION LEAVE.....	37
ARTICLE 30 - VACATION.....	39
ARTICLE 31 - PROFESSIONAL LEAVE DAYS	41
ARTICLE 32 - UNION DUES	41
ARTICLE 33 - APPLICATION OF STATE CIVIL SERVICE LAW	43
ARTICLE 34 - BULLETIN BOARDS.....	43
ARTICLE 35 - SAFETY AND HEALTH	44
ARTICLE 36 - AGENCY CLOSINGS	45
ARTICLE 37 - CLASSIFICATIONS DESCRIPTIONS AND AUDITS.....	46
ARTICLE 38 - TECHNOLOGICAL CHANGE	47
ARTICLE 39 - PERFORMANCE EVALUATIONS	48
ARTICLE 40 - TRAINING.....	48
ARTICLE 41 - SUBSTANCE ABUSE	49
ARTICLE 42 - PAYROLL DEDUCTIONS.....	50
ARTICLE 43 - PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS) CONTRIBUTION.....	50

ARTICLE 44 - TUITION REIMBURSEMENT 51
ARTICLE 45 - COVENANTS..... 52
ARTICLE 46 - DURATION OF AGREEMENT..... 52
APPENDIX 1 - LETTER OF UNDERSTANDING 53
APPENDIX 2 - WAGE SCALE 53
APPENDIX 3..... 54
APPENDIX 4 - PROCEDURES FOR WORKPLACE DRUG TESTING 55
MEMORANDUM OF UNDERSTANDING 64
Index 65

PREAMBLE

This Agreement, entered into between the Stark County Department of Job and Family Services, hereinafter referred to as the "Employer" and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, on behalf of its local union, hereinafter referred to as the "Union" has as its purpose the following:

- A. to provide for and achieve orderly, harmonious, and cooperative employer-employee relations;
- B. to comply with the requirements of Chapter 4117 of the Ohio Revised Code.

The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, either oral or written, are hereby superseded.

ARTICLE 1 - RECOGNITION

SECTION 1.1 The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, and terms and conditions of employment for those employees included in the bargaining unit as certified by the State Employer Relations Board, working in the classification of:

Account Clerk 1
Clerical Specialist 3
Clerical Specialist 1
Custodial Worker
Clerical Specialist 3
Eligibility/Referral Specialist 2
Quality Control Reviewer
Unit Support Worker 1
Unit Support Worker 2
Eligibility/Referral Specialist 1
Eligibility/Referral Specialist 2
Eligibility/Referral Specialist 2
Investigator 1
Child Support Case Manager
Investigator 2
Mail Clerk/Messenger
Maintenance Repair Worker
Printing Machine Operator
Public Inquiries Assistant
Unit Support Worker 2
Social Services Worker 1
Social Services Worker 2

Eligibility/Referral Specialist 2
Social Services Worker 1
*Storekeeper 2
Telephone Operator
Clerical Specialist 2
Clerical Specialist 3
Cashier 2

* Denotes positions that do not fall within an existing Department of Administrative Services classification.

SECTION 1.2 For the purpose of this Agreement the “bargaining unit” shall be deemed to include those individuals employed full time, part time, or temporarily in excess of ninety (90) days, by the Employer, in those classifications specified in Section 1 of this Article.

SECTION 1.3 Notwithstanding the provisions of this Article, confidential management, supervisory, unclassified, seasonal, casual and students whose primary purpose is educational training, or who work as part time employees less than fifty (50) percent of the normal year shall be excluded from the bargaining unit.

SECTION 1.4 All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit--unless inclusion into the bargaining unit is otherwise agreed to by the Employer and the Union or determined by SERB.

SECTION 1.5 Should the Employer create a new classification that may be eligible for inclusion in the bargaining unit, the Employer agrees to meet with the Union to discuss the bargaining unit inclusion or exclusion of the new classification at least fourteen (14) days prior to the implementation of the new classification. If the parties are unable to agree upon the bargaining unit status of the new classification, the issue may be appealed to the State Employment Relations Board. The Employer agrees that if a new classification is a successor title to a classification already contained in the bargaining unit, and there have been no significant changes in duties from the former classification to the new classification, such new classification shall be considered part of the bargaining unit.

SECTION 1.6 Temporary employees may be hired to fill vacancies created by the temporary absence of a permanent bargaining unit employee. Such temporary appointment may not exceed the period of absence of the permanent bargaining unit employee--unless mutually agreed otherwise by the Employer and the Union.

Temporary employees may also be hired to perform work on special or emergency projects for a period not to exceed ninety (90) calendar days. The Employer and the Union may mutually agree to extend the ninety (90) calendar day limit.

Should the Employer determine that a temporary appointment is necessary, the Employer shall offer such temporary work to any qualified employee on layoff status and in order of seniority. Should the laid off employee decline the temporary assignment,

the Employer agrees not to contest the employee's right to continue receiving unemployment compensation. If a laid off permanent employee accepts a temporary position, the laid off permanent employee shall be entitled to earn sick leave at the established rate of accrual as well as receive the County's hospitalization and insurance benefits for the period of the temporary appointment. Such employee shall be compensated in the correct pay range of the classification to which he is temporarily appointed.

A temporary employee who is terminated because of expiration of the temporary appointment period agreed to by the Employer and employee shall not have the right to grieve such termination. A temporary employee who has served an appointment in excess of ninety (90) days and who is terminated from employment for cause prior to the expiration of the agreed upon appointment period shall have the right to grieve such removal only if the temporary employee has completed the three hundred sixty five (365) day probationary period set forth in Article 10.

SECTION 1.7 It is understood that temporary employees are not entitled to the same benefits that permanent employees receive under this contract. Temporary employees shall only receive those benefits which particular Articles and Sections of this contract specify they are entitled.

SECTION 1.8 Non-bargaining unit personnel shall not be assigned the work of bargaining unit personnel when such work displaces a member of the bargaining unit. The parties agree that non-bargaining unit personnel may perform any work in a bona fide emergency, or for purposes of training or instruction.

ARTICLE 2 - MANAGEMENT RIGHTS

SECTION 2.1 Except as specifically limited or modified in this Agreement, the Employer shall have the sole and exclusive right to administer the business of the Stark County Department of Job and Family Services, in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to the following:

- A) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public Employer, standards of services, its overall budget, utilization of technology, and organization structure;
- B) Direct, supervise, evaluate, or hire employees;
- C) Maintain and improve the efficiency and effectiveness of governmental operations;
- D) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

- E) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F) Determine the adequacy of the work force;
- G) Determine the overall mission of the Employer as a unit of government;
- H) Effectively manage the work force;
- I) Take action to carry out the mission of the public Employer as a governmental unit.

ARTICLE 3 - NON-DISCRIMINATION

SECTION 3.1 The provisions of the Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or any disability which does not prohibit the employee's ability to perform the substantive duties and responsibilities of the position with reasonable accommodation. The Union shall share equally with the Employer the responsibility for applying the provisions of this section. Any employee who feels that they have been discriminated against and/or harassed as provided above may file a grievance into Step 3 of the grievance procedure. Unresolved grievances may be filed with the Ohio Civil Rights Commission and/or Equal Employment Opportunity Commission.

SECTION 3.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

SECTION 3.3 The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain, or coerce any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

SECTION 3.4 The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or to abstain from involvement in Union activities.

SECTION 3.5 Workplace harassment is prohibited. Any employee engaging in harassment in the workplace shall be subject to disciplinary action up to and including discharge from employment depending on the severity of the offense. Any employee who feels he/she is the victim of harassment in the workplace by a member of management that is not based upon age, sex, marital status, race, color, creed, national origin, or any disability may file a grievance but such grievance shall not be

arbitrable. Instead, these grievances may be appealed to the Stark County Administrator for resolution.

ARTICLE 4 - LABOR-MANAGEMENT PARTICIPATION CONFERENCE

SECTION 4.1 In the interest of effective communications either party may at any time request a Labor-Management Participation Conference. Such request shall be made in writing and be presented to the other party fifteen (15) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor-Management Participation Conference shall be scheduled within fifteen (15) working days of the date requested, but no more frequently than bi-monthly unless both parties agree to meet more frequently.

SECTION 4.2 The purpose of such meeting shall be to:

- A) Discuss the administration of this Agreement;
- B) Notify the Union of changes made by the Employer which affect bargaining unit employees;
- C) Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D) Disseminate general information of interest to the parties;
- E) Give the Union representative opportunity to share the views of its members and/or make suggestions on subjects of interest to its members;
- F) Discuss ways to increase productivity and improve efficiency;
- G) Discuss health and safety related matters;
- H) Any other items as mutually agreed.

SECTION 4.3 Unless otherwise agreed, there shall be no more than six (6) employee representatives and one (1) non-employee representative in attendance at the Labor-Management Participation Conference.

SECTION 4.4 Employee representatives shall not suffer loss in pay for attendance at Labor-Management Participation Conferences as provided for in this Article. However, such meetings which extend beyond the employee representatives' normal workday shall be considered unpaid time.

ARTICLE 5 - WAIVER IN CASE OF EMERGENCY

SECTION 5.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Stark County Commissioners, such as acts of God and Civil disorder that directly affect the operation of the Agency, the following conditions of this Agreement shall automatically be suspended.

- A) Time limits for management's or the employee's replies on grievances; and
- B) All work rules and/or agreements and practices relating to the assignment of all employees.

SECTION 5.2 Upon the termination of the emergency should grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 6 - NO STRIKE/NO LOCKOUT

SECTION 6.1 The Employer and the Union realize that an unlawful or unauthorized strike may create a clear and present danger to the health and safety of the public and that this Agreement provides machinery for the orderly resolution of grievances. Therefore, the Union agrees it will not authorize, instigate, cause, aid, finance, condone, participate or assist in any manner in any unauthorized or unlawful strike, work stoppage, or any other interruption of operations or services of the Employer by bargaining unit employees during the term of this Agreement.

SECTION 6.2 In the event a violation of Section 1 occurs, the Union shall immediately take action to induce the striking employees to cease the strike and to return to work. Should the Union fail in its efforts to end the strike, the Employer reserves the right to seek any other legal recourse or remedy to resolve the unauthorized or unlawful strike.

SECTION 6.3 The Employer agrees it will not authorize, instigate, cause, aid or condone any lockout of bargaining unit employees during the term of this Agreement, unless such employees are in violation of Section 1 above.

ARTICLE 7 - GRIEVANCE PROCEDURE

SECTION 7.1 It is mutually understood that the prompt presentation, adjustment and/or answering of grievances is desirable in the interest of sound and cooperative Management-Employee relations. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities both joint and

independent, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances.

SECTION 7.2 The term “grievance” shall mean an allegation by a bargaining unit employee of the Union that there has been a breach, misinterpretation, or improper application of this Agreement, it is understood that the grievance procedure may not be used to effect changes in the Articles of this Agreement, nor address matters not covered by this Agreement. This does not, however, preclude employees or the Union from grieving the reasonableness of the Employer’s work rules.

SECTION 7.3 A grievance may be brought by any bargaining unit employee or the Union. Where a number of bargaining unit employees desire to file a group grievance, one (1) employee shall be designated by the group to process the grievance but all members of the group shall sign the grievance.

SECTION 7.4 All grievances must be timely processed by the employee or his representative at the proper step in the progression in order to be considered at the subsequent step. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect. It is not the intention of the Employer to not respond timely to grievances; however, any grievance not answered by management within the stipulated time limit shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure.

All time limits on grievances may be extended upon mutual consent of the parties. Such extensions shall be reduced to writing and signed by both parties.

SECTION 7.5 The written grievance shall be submitted on the grievance form and shall contain the following information:

- 1) aggrieved employee’s name;
- 2) aggrieved employee’s classification;
- 3) name of employee’s immediate supervisor;
- 4) name and signature of the Union representative;
- 5) date and time of the incident giving rise to the grievance;
- 6) date and time grievance was first discussed;
- 7) date grievance was filed in writing at Step 1;
- 8) a statement as to the specific Articles and sections of the Agreement alleged to have been violated.
- 9) a brief statement of the facts involved in the grievance; and
- 10) the remedy requested to resolve the grievances

- 11) the date by which the grievance must be appealed to Director's step.

The Employer agrees that he or his representatives shall disclose the pertinent facts and information relied upon when responding to a grievance.

SECTION 7.6 Each grievance shall be processed in the following manner, except that any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates. It is the employee's responsibility to ensure that the grievance is filed at the correct step if he or she chooses to submit the grievance at a higher level. If the employee is uncertain of the correct Step for filing an advance step grievance, he or she should discuss the matter with a Union grievance committee person.

A copy of each grievance shall be provided to the Union president when a number is assigned to the grievance by the Human Resource office.

STEP 1 - IMMEDIATE SUPERVISOR:

Employees shall discuss problems with their immediate supervisor. If the problem is not resolved, a formal grievance may be presented in writing to the immediate supervisor, department head, or director, dependent upon the level at which the grievance originated, within ten (10) working days following the occurrence of the incident which gave rise to the grievance, or ten (10) working days after the employee should have reasonably known the facts giving rise to the grievance. However, no grievance will be considered if filed later than thirty (30) working days after the occurrence of the incident giving rise to the grievance.

Within ten (10) working days after the filing of the grievance, the immediate supervisor shall hold a meeting with the aggrieved to discuss the grievance and attempt to resolve it. Within ten (10) working days after the meeting, the immediate supervisor shall provide the aggrieved and the Union with a written response to the grievance.

STEP 2 - DEPUTY DIRECTOR:

If not satisfied with the written response received from the immediate supervisor, the grievance may be appealed, within five (5) working days after the receipt of that written response, in writing to the Deputy Director. Within ten (10) working days after receipt of the grievance at step 2, the Deputy Director or his designee shall hold a meeting with the aggrieved to discuss the grievance and attempt to resolve it. Within ten (10) working days after that meeting, the Deputy Director or his designee shall provide to the aggrieved and the Union a written response to the grievance.

STEP 3 - DIRECTOR:

If not satisfied with the written response received from the Deputy Director, the grievance may be appealed, within ten (10) working days after receipt of that written response, in writing to the Director. Within ten (10) working days after receipt of the grievance at Step 3, the Director, or his designee, shall hold a meeting with the

aggrieved to discuss the grievance and attempt to resolve it. Within ten (10) working days after that meeting, the Director, or his designee, shall provide to the aggrieved and the Union a written response to the grievance.

STEP 4 - ARBITRATION:

If the grievance is not satisfactorily resolved at Step 3, it may be submitted to arbitration upon request of the Union in accordance with this Section of this Article. In the event the grievance is of the nature that it qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, the aggrieved shall utilize the appeal procedure in accordance with the rules of that body and the alleged grievance shall not be considered for arbitration under this Article.

The Union, based on the facts presented has the right to decide whether to arbitrate a grievance. The right of the Union to request arbitration over an unadjusted grievance is limited to a period of thirty (30) working days from the date final action was taken on such grievance under Step 3 in the grievance procedure. Any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

Upon receipt of a notice to arbitrate, a representative of each of the parties (Union and Employer) shall attempt to agree on an Arbitrator. In the event the two (2) representatives cannot agree upon an arbitrator within five (5) days of the demand for arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as Arbitrator in accordance with its then applicable rules and regulations.

The parties shall use the alternate strike method from the list of seven (7) Arbitrators submitted to the parties by the FMCS. The party requesting the arbitration shall be the first to strike a name from the list, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the Arbitrator to hear the dispute in question. Each party shall have the option to completely reject one (1) list of names provided by the FMCS and to request another list.

The Arbitrator shall limit his decision strictly to the interpretation application, or enforcement of the specific Articles and Sections of this Agreement and he shall be without power or authority to make any decision:

- 1) Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable laws;
- 2) Contrary to or inconsistent with, changing, altering, limiting, or modifying any practice, policy, rules or regulations presently or in the future established by the Employer so long as such practice, policy, rules, or regulations do not conflict with this Agreement.
- 3) Concerning the establishment or change of wage scales, or rates on new or changed jobs except as set forth in Article 37.1.

- 4) Furthermore, any right or relief of any alleged grievance may be granted by the Arbitrator only under the Agreement in effect on the date that the incident which leads to the grievance occurs.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the Arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator.

The decision of the Arbitrator resulting from any arbitration of grievances hereunder shall be in writing and sent to the Employer, the Union, and the Grievant. The decision of the Arbitrator shall be binding upon the parties.

The cost of the services of the Arbitrator, the cost of any proofs produced at the direction of the Arbitrator, the fee of the arbitrator and rent, if any, for the hearing-rooms, shall be borne by the losing party. In the event the Arbitrator's decision fails to grant the requested award of either party and represents a "split decision," the cost and fees shall be shared by the parties. The Arbitrator shall be requested to rule on the assignment of costs at the time of presentation of the award. The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normal scheduled working hours on the day of the hearing.

SECTION 7.7 For the purpose of this Article, the term "working days" shall not include Saturdays, Sundays, or holidays, as specified in this Agreement. No employee shall be permitted to file a grievance after the effective date of his or her resignation.

SECTION 7.8 The aggrieved person may have one (1) employee Union representative at Steps 1 and 2 of the grievance procedure, and up to two (2) employee Union representatives plus one (1) non-employee Union representative at Step 3 of the procedure. The aggrieved may have up to two (2) employee Union representatives in addition to non-employee Union representative Step 4 of this procedure. . New employee Union representatives will be permitted to attend two (2) Step 1 or Step 2 meetings as an observer for training purposes.

The parties recognize that the Union representative has the right to be present and represent employees throughout the grievance procedure as specified above. The parties further recognize that employees have the right to present their own grievances -- in accordance with 4117 ORC -- and accept or reject any adjustment as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect.

No labor organization or representative of the employee other than the representative designated by the Union may represent the employee or be present during any step of

the grievance procedure unless the employee elects to be represented by counsel at his or her own expense. In such case, the employee may request an attorney of his/her own choosing to be present in addition to the Union representative. If the employee elects to be represented by an attorney, a Union representative will only be permitted to be present as an observer to ensure compliance with this Agreement.

One (1) grievance committee person per building and two (2) grievance committee persons at Midtown will be granted reasonable time off with pay, not to exceed 30 minutes, to investigate and possibly write each grievance. If the investigation exceeds 30 minutes, the grievance committee person will be granted an additional 30 minutes without pay to continue the investigation process. The committee person must complete the appropriate leave request form upon return to his/her worksite. The grievance committee person must make mutual arrangements with his/her supervisor, as well as the supervisor of any unit to be visited, prior to commencing the investigation.

The Grievant must obtain prior authorization from the immediate supervisor prior to attending the investigation. The Grievant will not suffer loss of pay during the investigation process.

Grievance hearings will be scheduled by the employer during the employer's regular work hours. The employee Union representative, employee witnesses (bargaining unit and non bargaining unit members), and the Grievant shall not lose pay for time spent in grievance and/or arbitration proceedings. The Union agrees that any witnesses used in arbitration will be individuals whose testimony is relevant to the particular matter at issue.

SECTION 7.9 Any grievance settled in the first three steps shall not be used as precedent by either party in other grievances arising out of this Agreement.

SECTION 7.10 The aggrieved or the Union may request specific records or other information relevant to the grievance under consideration. The Employer agrees to make a reasonable attempt to provide the information requested.

SECTION 7.11 The grievance procedure set forth herein shall be the sole and exclusive method of appealing and settling contract related disputes between the Employer and the Union -- except as otherwise specified within this Agreement.

ARTICLE 8 - CORRECTIVE ACTION

SECTION 8.1 No employee shall be disciplined except for just cause.

SECTION 8.2

- A) Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective progressive and uniform manner.

- B) Progressive discipline shall take into account the nature of the violation and the employee's record of discipline, performance and conduct.

SECTION 8.3 A Written Record of a Verbal Warning shall cease to have force and effect six (6) months after their effective date, providing the employee does not receive discipline for the same or similar infraction during that time period. Written reprimands shall cease to have force and effect twelve (12) months after their effective date, providing the employee does not receive discipline for the same or similar infraction during that time period. Records of suspension shall cease to have force and effect eighteen (18) months after their effective date, providing the employee does not receive discipline for the same or similar infraction during that time period.

SECTION 8.4 The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

SECTION 8.5 Upon the employee's written request, disciplinary records which no longer have effect shall be removed from the employee's file. The written request will also be removed from the file and returned to the employee.

SECTION 8.6 Whenever the Employer or his designee determines that an employee may be disciplined and such discipline may result in a suspension or termination, a pre-disciplinary conference will be scheduled to give the employee an opportunity to be heard with regard to the matter.

Pre-disciplinary conferences will be conducted by a neutral individual designated by the Board of County Commissioners and who does not work for the Stark County Department of Job and Family Services.

The Employer will make every reasonable effort to complete its investigation within thirty (30) calendar days of learning of an alleged offense and thereafter promptly schedule a pre-discipline conference.

Employer attendance and employee attendance at a pre-discipline conference is limited to not more than three persons each, excluding witnesses, unless otherwise mutually agreed in advance. All employee representatives must be then current union members.

Not less than three (3) working days prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges including all evidence to be used to support the charges which may be the basis for the disciplinary action. The employee must choose to: (1) appear at the conference to present an oral or written statement in his or her defense; (2) appear at the conference and have a representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a pre-disciplinary conference.

The employee shall be entitled to Union representation and the Union shall have the right to be present at the pre-disciplinary conference -- provided the employee requests Union representation. If the employee does not request Union representation, he or she may be represented by an attorney of his/her own choosing at his/her own expense.

At the pre-disciplinary conference, the neutral individual will ask the employee or his or her representative to respond to the allegations of misconduct which were outlined to the employee. Failure to respond or respond truthfully may result in further disciplinary action.

At the conference, the employee, his or her representative and the Employer may present any testimony, witnesses, or documents which explain whether or not the alleged misconduct occurred. The parties shall provide a list of witnesses to the neutral individual as far in advance as possible, but not later than twenty-four (24) hours prior to the conference. It is each party's responsibility to notify witnesses that their attendance is desired.

The employee, or his or her representative, and the employer will be permitted to confront and cross-examine witnesses. A written report will be prepared by the neutral individual concluding as to whether or not the alleged misconduct did occur and whether the circumstances warrant discipline. If it is established that the alleged misconduct did occur and that the circumstances warrant discipline, the Employer shall review the employee's disciplinary record and the Agency's disciplinary policy and shall take appropriate action. A copy of the neutral individual's report will be provided to the employee and his or her representative within the five (5) days following its preparation. If the employer determines that a suspension or termination is warranted as a result of the pre-discipline conference, the employee may request union representation upon issuance of such discipline.

Pre-disciplinary conferences shall be held during working hours of the employee's regular workday, and the employee shall suffer no loss of pay or benefits for attending such conference. Any witness called by either party shall also suffer no loss of pay or benefits for attending the pre-disciplinary conference -- to the extent that the conference occurs during his or her normal working hours.

Employees have the right to advance step a grievance to Step 3 of the grievance procedure if he or she is suspended or terminated following a pre-disciplinary conference.

ARTICLE 9 - PERSONNEL FILES/TABLE OF ORGANIZATION

SECTION 9.1 The Employer shall maintain an official personnel file on employees in accordance with applicable laws.

SECTION 9.2 Employees shall have the right to review the contents of their personnel files and shall be permitted access to all materials contained in their files. Such review may occur during normal working hours, shall be scheduled within a reasonable period from the time of request and shall be conducted in the presence of a supervisory or management level employee.

SECTION 9.3 An employee who has filed a grievance may, through written authorization, request that a Union representative be permitted to review his or her individual personnel file with respect to investigating the grievance. The representative shall be required to present the written authorization to the employer as a condition of access to the employee's personnel file.

SECTION 9.4 Upon written request, employees shall, within reason, be provided a copy of documents contained within their personnel file.

SECTION 9.5 Employees shall be provided with copies of records of disciplinary action at the time such record is placed in the employee's personnel file. If any records of disciplinary action are placed in an employee's personnel file without providing the employee with such record of disciplinary action, these materials will be removed from the file and returned to the employee at his or her request. Such unreported record of disciplinary action shall not be used in any disciplinary proceeding. Employees shall be required to sign a form demonstrating knowledge and receipt of records of disciplinary action.

SECTION 9.6 The employer agrees to provide the Union with one (1) copy of the most recent table of organization for the agency.

ARTICLE 10 - PROBATIONARY PERIODS

SECTION 10.1 Every newly hired employee of the bargaining unit will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for the period of two hundred seventy three (273) days.

SECTION 10.2 A newly promoted employee will be required to successfully complete a probationary period in his newly appointed classification. The probationary period shall begin on the effective date of the promotion and shall continue for the period of one hundred eighty (180) days. Every employee who changes classifications as a result of a successful bid shall serve a one hundred eighty (180)-day probationary period.

Any employee receiving a classification change, may within ten (10) working days from the first day assigned to their new position, request to be returned to their former classification

SECTION 10.3 A newly hired probationary employee may be removed at any time during the probationary period and shall have no right to grieve or appeal such removal.

SECTION 10.4 The employer shall only probationarily reduce a promoted employee for unsatisfactory performance and such employee shall have the right to grieve such probationary reduction.

SECTION 10.5 Should an employee be probationarily removed from a classification obtained through a job posting, the employee shall be returned to his or her former classification and shall be returned to the step and pay range the employee left and will be entitled to any adjustments that would have occurred had the employee not left the previous position.

SECTION 10.6 The period during which an employee is on leave of absence without pay shall not be counted toward an employee's probationary period and shall have their probationary period extended by the total number of days of the leave of absence.

SECTION 10.7 Any employee who is serving a probationary period and uses 5 or more consecutive days sick leave and/or compensatory time shall have their probationary period extended by the total number of consecutive days sick leave used.

ARTICLE 11 - SENIORITY

SECTION 11.1 "Seniority" means the employee's uninterrupted length of continuous service in the bargaining unit, calculated from the date of initial employment or date of last reemployment in the bargaining unit if the employee has a break in continuous service. However, for purposes of layoff only, employees hired before May 7, 1987, and grandfathered CSEA employees, seniority shall be public agency service as defined in Section 5 of this article. For employees hired or entering the bargaining unit after May 7, 1987, lay off seniority shall mean the employee's uninterrupted length of continuous service in the bargaining unit calculated from the date of initial employment or date of last reemployment in the bargaining unit if the employee has a break in continuous service.

A separation of employment lasting fewer than thirty-one (31) calendar days shall not constitute a break in continuous service. Once continuous service is broken, the employee loses all previously accumulated seniority, unless the employee is reinstated through the grievance procedure.

SECTION 11.2 Employees shall lose all seniority and employment rights upon any of the following:

- A) Discharge for just cause.
- B) Retirement or resignation.
- C) Loss of recall rights.
- D) Failure to return to work within ten (10) calendar days after receipt of a notice of recall from layoff or fourteen (14) calendar days after postmark of a notice of recall from layoff, whichever event occurs first; unless return to work is otherwise specified in the notice or agreed to by the parties. The notice shall be sent certified mail, return receipt requested. The date of

the postmark should be considered the first day of the notice period. In the event of extenuating circumstances such as documented medical illness, injury or other similar reason that would prevent the employee from returning within the specified time limit, the Employer may grant a reasonable extension. Such extension shall not be unreasonably denied.

- E) Failure to return to work at the conclusion of an authorized leave of absence without pay. In the event of extenuating circumstances such as documented medical illness, injury or other similar reason that would prevent the employee from returning at the conclusion of an authorized leave of absence without pay, the Employer may grant a reasonable extension. Such extension shall not be unreasonably denied.
- F) Absence of three (3) or more consecutive work days without notifying the Employer (no call/no show) unless the employee can demonstrate, to the Employer's satisfaction, that there was sufficient justification for such no call/no show.

SECTION 11.3 Employees shall continue to accrue seniority while eligible for recall from a layoff.

SECTION 11.4 On the first working day of February and August of each year the Employer shall post seniority lists for the bargaining unit and shall provide one (1) copy of each to the Union. Once the lists have been posted, employees shall have forty-five (45) working days to challenge the accuracy of such lists. Such challenges shall be made to the Employer in writing. If an employee demonstrates that the Employer has erred in the preparation of such seniority list, such error shall be corrected. The Employer shall not be held liable for any action taken by the Employer in the belief that an unchallenged seniority list was in fact accurate.

SECTION 11.5 Public Agency Service is defined as service with the State, Counties, Municipalities, Board of Education, Libraries, Townships, etc. within the State of Ohio.

Public Agency Service shall be used only for purposes of benefit entitlement where specifically indicated in this Agreement, and not as entitlement for any seniority rights under this Agreement.

SECTION 11.6 Effective May 7, 1987, any employee who leaves the bargaining unit to accept another position within the Agency will lose all seniority earned in the bargaining unit after the successful completion of the probationary period for the new position. Employees who reenter the bargaining unit after leaving will earn seniority only from the date of most recent reentry. This does not affect any employee who left the bargaining unit to accept another position in the Agency prior to May 7, 1987.

ARTICLE 12 - LAYOFF AND RECALL

SECTION 12.1 Whenever the employer determines that a layoff or abolishment (hereinafter referred to as layoff) is necessary, the Employer shall notify the affected employees a minimum of five (5) calendar days in advance of the effective date of layoff or job abolishment. Fourteen (14) days prior to layoff notices being issued, the employer will meet with the union and advise them of the impending layoff and the effective date of such layoff.

SECTION 12.2 The Employer shall determine in which classification(s) and work section(s) layoffs or position abolishments will occur. Within each affected classification, bargaining unit employees will be laid off in the following order:

- A) Part-time temporary employees;
- B) Full-time temporary employees;
- C) Newly hired part-time employees who have not completed the probationary period;
- D) Newly hired full-time employees who have not completed the probationary period;
- E) Promoted part-time employees who have not completed the probationary period;
- F) Promoted full-time employees who have not completed the probationary period;
- G) Non-probationary part-time employees; and
- H) Non-probationary full-time employees.

Such employees shall be laid off in the inverse order of their seniority as defined in this Agreement.

SECTION 12.3 Any employee receiving notice of layoff shall have five (5) calendar days following receipt, in which to exercise his right to bump any less senior employee in a lower classification and within the same classification series, or in a lateral or lower level classification he has held provided the employee completed the probationary period of the former classification. Also, the more senior employee will be permitted to bump only if he possesses the skill, ability, qualifications, license and/or certification to perform the work of the less senior employee with minimal training. Any employee who is bumped from his position as a result of layoff shall have five (5) calendar days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability, qualifications, license and/or certification to bump another employee, shall be laid off and placed on the appropriate recall list.

SECTION 12.4 When employees are subject to a layoff, the Employer shall create a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. No person shall be hired into any classification in which there are employees on layoff who still enjoy recall rights until such eligible employees have been given the opportunity for recall. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of twelve (12) months after the effective date of the layoff. When the Employer recalls persons from the list, they shall be recalled to their previous classification, or to a classification within their classification series.

SECTION 12.5 Notice of recall shall be sent to the employee by way of certified mail. The Employer shall be deemed to have fulfilled his obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the employee.

SECTION 12.6 A laid off employee shall be given ten (10) calendar days after receipt of notice of recall or fourteen (14) calendar days after postmark of notice of recall, whichever date occurs first, in which to report for duty, unless a different date for returning to work is otherwise specified in the notice or agreed to by the Employer and employee. In the event of extenuating circumstances that would prevent the employee from returning within the specified time limit, the Employer may grant a reasonable extension. Such extension shall not be unreasonably denied. In the event the extenuating circumstances prevents the employee from returning to work as directed by the Employer, such employee shall be by-passed for recall to the available position, but shall remain on the recall list until the employee's recall rights expire. Upon notice and proof to the employer that he is able to return to work, such employee shall have the right to displace the least senior employee recalled to the ill or injured employee's classification while such employee was on the approved extension.

SECTION 12.7 Employees who are placed on layoff shall receive payment for earned but unused vacation benefits.

SECTION 12.8 Voluntary Layoff. When the Employer elects to reduce the work force by layoff or job abolishment and one or more employees in the affected classification(s) desire to be placed on voluntary layoff, regardless of their seniority status, layoff shall be granted under the following conditions:

- A) The volunteer(s) with the most seniority shall be laid off first.
- B) Employee(s) who are placed on voluntary layoff may not displace employees in any other classification.
- C) Employee(s) who are placed on voluntary layoff may only be recalled to vacancies which occur in the classification from which they were laid off.
- D) The Employer shall not challenge an employee's unemployment compensation claim, unless an employee refuses recall.

SECTION 12.9 Waiving Bumping Rights. Any employee scheduled for layoff may elect to either accept layoff or to exercise his bumping rights as prescribed in this Article.

Any employee who elects to accept layoff does not in any way affect their recall rights, nor will the Employer contest the employee's unemployment compensation claim, unless an employee refuses recall.

ARTICLE 13 - JOB VACANCIES

SECTION 13.1 Whenever the employer determines that a vacancy exists within the bargaining unit, a notice of such vacancy shall be posted on the employer's bulletin board for a period of seven (7) calendar days, including the date of posting. Once a vacancy has been posted, the employer shall fill such vacancy as soon as practicable -- unless the employer makes the determination not to fill the vacancy. During the posting period, anyone wishing to apply for the vacancy shall do so by submitting an agency prescribed internal application form. This may include employees who are interested in bidding on promotions, bidding down into a lower classification or bidding laterally into another classification. The Employer shall not be obligated to consider applications submitted after the posting period has expired, or from applicants who do not meet the qualifications for the classification. Postings shall contain the classification title, rate of pay, minimum education and experience qualifications required for the vacancy, a brief summary of job duties, and the posting deadline.

SECTION 13.2 Nothing in this Article shall be construed to limit or prevent the employer from filling a vacancy with a temporary employee for a period of thirty (30) days pending the employer's determination to permanently fill the vacancy.

SECTION 13.3 The employer shall consider only applicants who meet the qualifications for the vacancy. The employer shall develop job-related qualification requirements. The vacant position shall be awarded to the most senior qualified employee who has made proper application. Nothing in this section shall prevent the employer from transferring employees within a classification at any time deemed appropriate or necessary.

SECTION 13.4 Should an employee be probationarily reduced from a classification obtained through job posting, he shall be returned to his former classification.

SECTION 13.5 An employee who is awarded a classification as a result of a successful application and newly hired probationary employees may not apply for another vacancy until they successfully complete the probationary period of the new classification.

SECTION 13.6 If the employee is awarded a classification that carries a higher pay range, the employee will be compensated in accordance with Article 15, Section 4.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

SECTION 14.1 The standard work week for all full-time employees of the bargaining unit shall be forty (40) hours, and the normal work day shall be eight (8) hours, Monday through Friday of the calendar week. The work week, however, for the purposes of pay and overtime calculation, shall commence at 12:00 a.m. on Thursday of each week and shall end at 11:59 p.m. the following Wednesday.

SECTION 14.2 All employees who are scheduled to work seven (7) or more hours per day and who use two (2) hours or less of any approved leave shall be permitted to take a one (1) hour lunch period. If the employees schedule does not permit a one (1) hour lunch period, the employee shall not be entitled to overtime, compensatory time or time off work to make up for the missed lunch period. Lunch periods shall be taken at times approved by the employee's immediate supervisor.

SECTION 14.3 All full-time employees of the bargaining unit and part-time employees who work seven (7) or more hours per day shall be permitted two (2) ten (10) minute paid breaks per day. Such breaks shall be taken at times approved by the employee's immediate supervisor.

SECTION 14.4 When an employee is in an active pay status for more than forty (40) hours in any work week, the employee shall be compensated for such time over forty (40) hours at one and one-half (1-1/2) times his or her standard hourly rate of pay.

For the purpose of this Article, authorized vacation time, sick leave and any other paid authorized leave time (excluding reimbursable time on union business as provided in Section 29.7, and holidays specified in this Agreement) shall not be considered active pay status. Unauthorized time spent traveling outside normal work hours, lunch periods, time spent traveling to and from training sessions and meetings which are not required by the Employer (unless paid authorized time is otherwise agreed to by the Employer) and time spent overnight on official agency business shall not be considered time worked for the purpose of calculating overtime.

SECTION 14.5 Overtime shall normally be approved in advance by the Employer. If an unusual circumstance or situation requires an employee to work overtime without having received prior authorization, such employee shall receive overtime compensation in accordance with this article. However, the Employer reserves the right to inquire into the necessity of such overtime and to provide discipline if it is determined that the overtime was not justifiable.

SECTION 14.6 The opportunity to work overtime shall be distributed and rotated as equally as practicable among employees in accordance with their classification, work unit, shift and seniority. When the Employer determines that an emergency and/or unusual circumstance exists, the Employer may offer overtime to qualified employees outside the work unit. Overtime may initially be refused, but if sufficient employees do not voluntarily accept, the Employer shall assign the overtime to employees within the

same classification, within the same unit, assigned to the same shift and in the inverse order of seniority. Such employees must work the overtime when assigned.

Employees who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they worked the overtime for the purpose of overtime distribution.

A record of overtime hours worked by or offered to each employee shall be recorded and maintained by the personnel office. Each employee may have an opportunity to review his or her record upon request as soon as practicable and at a time mutually agreeable to the employee and the personnel office.

SECTION 14.7 Effective the signing of this Agreement, a employee may elect to receive compensatory time in lieu of cash payment for hours worked that are eligible to be paid at an overtime rate by notifying his or her supervisor immediately after the overtime is worked of his or her intention to exercise such compensatory time option. Compensatory time shall be earned at the rate of one and one-half (1-1/2) hours for every overtime hour worked. The maximum compensatory time balance that an employee shall be permitted at any one time is eighty (80) hours. At the request of a Bargaining Unit Member, in the last week of May and the last week of November, the accumulated hours in excess of sixteen (16) hours will be paid to the Bargaining Unit Members in the first pay in June and the first pay in December at the Members current hourly rate. The employee shall receive cash payment for the compensatory time at his or her existing hourly rate of pay upon termination of employment. Compensatory time shall be taken in minimum increments of one (1) hour. Compensatory time leave must be scheduled in advance and in accordance with the workload requirements of the Employer. The Employer reserves the right to deny an employee's compensatory time leave request if workload requirements so mandate.

ARTICLE 15 - WAGES

SECTION 15.1 The pay grades for bargaining unit classification shall be as follows:

Pay Grade 1

Pay Grade 2

Clerical Specialist 1
Custodial Worker

Pay Grade 3

Unit Support Worker 1
Mail Clerk/Messenger
Telephone Operator
Clerical Specialist 2
Cashier 2

Pay Grade 4

Clerical Specialist 3 (former Data Entry Operator 2 & Typist 2)
Unit Support Worker 2 (former Income Maintenance Aide 2)
Maintenance Repair Worker

Pay Grade 5

Unit Support Worker 2 (former Social Service Aide 2)

Pay Grade 6

Printing Machine Operator

Pay Grade 7

Clerical Specialist 3 (former Clerical Specialist)

Pay Grade 8

Account Clerk
Investigator 1(HS)

Pay Grade 8A

Child Support Case Manager

Pay Grade 9

Eligibility/ Referral Specialist 1
Investigator 2 (HS)
Social Services Worker 1
Storekeeper 2
Public Inquiries Assistant

Pay Grade 10

Eligibility /Referral Specialist 2
Social Services Worker 1 (Day Care Certif.)

Pay Grade 11

Social Service Worker 2 (former Social Service Worker 3 – Child. Serv.)

Pay Grade 11A

Social Service Worker 2 with COA qualifying Masters Degree

Pay Grade 12

Quality Control Reviewer

Such pay grades shall be in accordance with the salary schedule that is hereby attached as Appendix 2. The parties agree to a freeze at rates implemented in September of 2010 for all wage scales, and steps that are provided in this Article for the contract term. Longevity shall continue as provided in Article 15.5.

SECTION 15.2 Employees will be hired at the probationary step for his or her classification and shall advance to Step 1 of the appropriate pay grade after successfully completing his or her probationary period. Such step increase shall be effective commencing on the first day of the pay period within which the employee completes the appropriate probationary period.

The only exception to the above shall be the Social Services Worker 3 classification. These employees may be hired at the probationary rate, or up to the sixth (6th) step of the appropriate pay grade, at the discretion of the Employer. Such employees shall advance one (1) step after successfully completing their probationary periods.

SECTION 15.3 Employees will receive an increase in pay effective as indicated in the Appendices to this Agreement.

No bargaining unit employee shall be entitled to any state-approved pay increase during the life of this Agreement.

SECTION 15.4 Promotional Increases. Employees who bid on and subsequently receive a new position with a higher pay range, shall be compensated at the minimum step of the appropriate pay grade for his or her new classification which provides an increase in pay nearest to three percent (3%) above the employee's base rate in his or her previous classification.

SECTION 15.5 Longevity. (Effective upon the signing of this Agreement, with no retroactive application to prior years. Any employee who is adversely affected by the adoption of this longevity pay shall be grandfathered at their current rate). Longevity increases for each calendar year will be effective beginning with the pay period which includes the wage increase provided in Section 15.3 of the applicable year. Any employee who completes five (5) full years of agency service during the calendar year shall receive a longevity pay supplement of twenty cents (\$0.20) per hour. Any employee who completes ten (10) full years of agency service during the calendar year shall receive a longevity pay supplement of forty cents (\$0.40) per hour. Any employee who completes fifteen (15) full years of agency service during the calendar year shall receive a longevity pay supplement of sixty cents (\$0.60) per hour. Any employee who completes twenty (20) full years of agency service during the calendar year shall receive a longevity pay supplement of eighty cents (\$0.80) per hour. Any employee who completes twenty five (25) full years of agency service during the calendar year shall receive a longevity pay supplement of One dollar (\$1.00) per hour. Any employee who completes thirty (30) full years of agency service during the calendar year shall receive a longevity pay supplement of One dollar and twenty cents (\$1.20) per hour.

In the event the employee retires prior to December 31st, he or she shall receive an appropriate proportion of such longevity pay. There shall be no proportionate or prorate payment of longevity pay in the event of loss of seniority for any reason other than retirement.

SECTION 15.6 Employees who request and subsequently receive a new position with a lower pay range or who bumped into a classification with a lower pay range shall be placed at the same step of the lower pay range.

ARTICLE 16 - TEMPORARY WORKING LEVEL PAY ADJUSTMENT

SECTION 16.1 Each employee in the bargaining unit who is temporarily assigned to duties of a classification with a pay range higher than the employee's own for a continuous period in excess of two (2) weeks shall be eligible for a working level pay adjustment. Such adjustment shall increase the employee's base rate of pay to the greater of either the base rate of the higher classification, or a rate of pay at least five (5) percent above his or her current base rate of pay. This pay adjustment shall in no way affect any other pay supplement which shall be calculated using the employee's normal classification salary base.

SECTION 16.2 The employer further agrees that once such employee becomes eligible for the temporary working level pay adjustment, he or she shall be entitled to such adjustment retroactive to the date that the employee was temporarily assigned to the higher classification.

ARTICLE 17 - SEVERABILITY

SECTION 17.1 The parties will comply with all applicable federal, state and local laws, rules and regulations during the term of this Agreement. If during the life of this Agreement any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE 18 - HOLIDAYS

SECTION 18.1 The following paid holidays shall be granted to full time employees:

New Years Day	1 st day of January
Martin Luther King Day	3 rd Monday of January
Washington-Lincoln Day	3 rd Monday of February
Memorial Day	as commemorated
Independence Day	4 th of July
Labor Day	1 st Monday of September
Columbus Day	2 nd Monday of October
Veterans' Day	11 th day of November
Thanksgiving Day	4 th Thursday of November

Day after Thanksgiving
Christmas Day

25th day of December

SECTION 18.2 In the event that any of the aforesaid holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

SECTION 18.3 In observance of each authorized holiday, full-time employees will normally be granted the day off from work, with straight time pay at their current hourly wage rate. Part-time employees will receive holiday pay only if the observed holiday falls on a day that they are normally scheduled to work.

SECTION 18.4 Any full-time employee required to work on one of the recognized holidays is entitled to receive compensation at the rate of one and one-half (1-1/2) times his or her regular rate of pay. This is in addition to his or her regular holiday pay. Time worked, however, on one of the recognized holidays and compensated for at the premium rate of pay (1-1/2 times the employee's normal hourly rate), shall not be considered time worked for the purpose of calculating overtime (i.e. pyramiding of overtime is not permitted.)

SECTION 18.5 When a holiday occurs during an employee's scheduled vacation the employee shall receive payment for the holiday and shall not lose any vacation credit for the observed holiday.

SECTION 18.6 For employees covered by this Agreement to receive holiday pay for those days listed in Section 1, the employee must be in a paid status prior to and following the holiday, except if excused due to Union leave in accordance with Article 29 of this Agreement.

ARTICLE 19 - INSURANCE

SECTION 19.1 The Employer agrees to continue, for the life of the Agreement, the same insurance coverage provided to other County employees under the County's group insurance plan.

Effective January 1, 2012 employees covered by the group health insurance plan shall pay six percent (6%) of the premium costs in twelve (12) monthly increments.

Effective January 1, 2013 employees covered by the group health insurance plan shall pay eight percent (8%) of the premium costs in twelve (12) monthly increments.

Effective January 1, 2014 employees covered by the group health insurance plan shall pay ten percent (10%) of the premium costs in twelve (12) monthly increments.

Said deductions will be made each month from the employee's payroll check, towards the monthly premium of the employee's insurance.

All employees must pay a monthly premium to cover the cost of a life insurance policy up to a maximum of two dollars (\$2.00) per month.

Employee contributions for the group health insurance plan will be eligible for pre-tax treatment under the County's Section 125 plan. With proof of other coverage, (through an Employer other than Stark County), an employee may elect to receive \$100 per month in lieu of participation in the Health Insurance Plan.

SECTION 19.2 Employees choosing to elect the county's group insurance plan during an open enrollment period shall not suffer any loss of benefits, including but not limited to a preexisting condition.

ARTICLE 20 - EXPENSE REIMBURSEMENT

SECTION 20.1 Bargaining unit employees shall be reimbursed for reasonable expenses incurred while on official department business. Claims for reimbursement shall be submitted in writing to the Director or his designee for approval.

Expenses for mileage, parking and tolls shall be reimbursed as follows:

- A) Employees shall be reimbursed for official business travel at the rate approved by the IRS for the use of privately owned automobiles and motorcycles. Such expense reimbursement shall include all vehicle related expenses, e.g. gas, oil, depreciation, etc.
- B) Mileage reimbursement shall be payable to only one of two or more employees traveling on the same trip and in the same vehicle. The names of each person traveling together shall be listed on the travel voucher.
- C) All employees shall be required to carry motor vehicle liability insurance minimums as prescribed by the Ohio Revised Code in order to be reimbursed for business travel.
- D) Employees shall be reimbursed for business travel within the County, with the exception of travel between their home and the department or work station. An employee shall file an itemized expense report on the agency mileage form showing the origin and destination of each trip in sufficient detail to account for mileage claimed.
- E) Employees who are temporarily assigned to work at a different work site shall be reimbursed mileage equivalent to the distance between their permanent work site and their temporary work site, or the distance from

their home to the temporary work site, if that distance is less (including meetings and conferences).

- F) Parking charges Outside the City of Canton, and for hospitals within the city of Canton, are reimbursable on any day when an employee is entitled to claim reimbursement for mileage. Receipts for parking charges and receipts for highway tolls are required.

SECTION 20.2 Expenses for travel by plane, train, bus or other commercial transportation while on Official department business shall be reimbursed. However, business travel within the State by plane may not exceed the cost of ground transportation. Reimbursement for travel by plane or bus may not exceed the cost of coach fare.

SECTION 20.3 Reimbursement for meals shall be made as follows:

Breakfast - a maximum of eight dollars (\$8.00) if the travel is prior to 6:00 a.m. and continues until after 9:00 a.m.

Lunch - a maximum of ten dollars (\$10.00) if the travel is after 9:00 a.m., but before 11:00 a.m. and continues after 1:00 p.m.

Dinner - a maximum of twenty-two dollars (\$22.00) if the travel is after 1:00 p.m., before 5:00 p.m. and continues until after 8:00 p.m.

A luncheon meal shall be reimbursable without an overnight stay provided the meeting or conference is outside Stark County.

Each meal for which reimbursement is claimed must be listed separately on the Travel Expense Report and a receipt submitted, including identification as to the date on which the expense was incurred, the type of meal and the actual amount spent UP to the maximum allowable.

SECTION 20.4 Employees shall be reimbursed for the actual expense of meals which are an integral part of a business workshop, training seminar or other working conference. Such receipt must identify "Registration" or Registration/Lunch, etc.

SECTION 20.5 Expenses incurred for conferences meetings, or institutes called by the Ohio Department of Human Services are reimbursable administrative expenses. A certificate of attendance will be issued by the Ohio Department of Human Services and must be attached to the expense report. Employees desiring to attend a meeting, workshop, conference or convention not sponsored by the Ohio Department of Human Services shall make written request to the Director, in advance. The written application must describe the destination, purpose, dates and estimated costs.

SECTION 20.6 If the Employer requires an employee to travel out of the County on official business and such travel requires an overnight stay, the employee shall be reimbursed the cost of the lodging up to a maximum of sixty dollars (\$60.00) plus tax,

per individual, per day. Special permission must be obtained from the Director if the lodging cost is to exceed the above maximum.

Lodging expenses shall be reimbursed only with prior written authorization from the Director, or his designee. Individual lodging receipts shall be submitted in the employee's name.

SECTION 20.7 Expenses incurred for mileage, Parking, tolls, meals, lodging and other costs related to travel outside the County or the State require prior approval by the Employer if there is an overnight status; unless the out-of-county travel is part of the regular business operations which can be authorized by the Director. Association meetings or conferences must have the employer's authorization in advance.

SECTION 20.8 Personal telephone calls, laundry, entertainment alcoholic beverages, room service charges, and expenses of a spouse traveling with an employee are not subject to reimbursement.

SECTION 20.9 Upon return from travel, the appropriate Travel Expense Report shall be filed by the employees detailing all reimbursable costs with required receipts attached. Expenses cannot be reimbursed if the required receipts are not provided. Receipts which show employee names must have the correct employee name (no other employee's name can be on the same receipt).

ARTICLE 21 - PERSONAL LEAVE DAYS

SECTION 21.1 Full time employees will be entitled to receive a maximum of three (3) personal leave days. Such personal days will be earned based on the employee's total sick leave used (both paid and unpaid) not designated for Family Medical Leave Act purposes within the payroll year as follows:

HOURS USED PER PAYROLL YEAR	TOTAL PERSONAL DAYS EARNED
0-less than or equal to 8.0	3 DAYS
Greater than 8.0 but less than or equal to 16.00	2 DAYS
Greater than 16.00 but less than or equal to 40.00	1 DAY

SECTION 21.2 Employees eligible to receive personal days will be credited with the appropriate number of days as soon as possible after the last pay period of the year following the year in which the personal days were earned. In no instance may employees use personal leave days in the year in which they were earned. Personal leave days may not be carried over into the next year. Any personal leave days not used by the end of the last pay period of the year will be eliminated from the employee's record.

SECTION 21.3 Personal days shall be scheduled in accordance with the workload requirements of the employer and the employer reserves the right to deny personal day requests if workload requirements so mandate. In the event that two (2) or more employees request personal days simultaneously and the employer is not able to grant the leave to all those making such request, the personal day shall be granted to the employee with the greatest seniority.

SECTION 21.4 Personal days shall be taken in full eight (8) hour days and must be scheduled in advance.

Once the personal day has been approved by the employer, alteration or cancellation of the personal day by the employer shall occur only due to unforeseen emergency circumstances.

ARTICLE 22 - SICK LEAVE

SECTION 22.1 Sick leave credit shall be earned at the rate of 4.6 hours per eighty (80) hours of active pay status.

Unused sick leave shall accumulate without limit.

Employees may be required to submit documentation satisfactory to the Employer substantiating the reason(s) for any absence of five (5) or more consecutive workdays. The Employer may require employee(s) to undergo medical examination(s) at the Employer's cost for any absence of five (5) or more consecutive workdays.

For the purposes of this article, active pay status includes hours worked and hours spent on paid sick leave time. Part-time and temporary employees in the bargaining unit accrue paid sick leave on a proportionate basis to the hours paid each pay period.

SECTION 22.2 Charging of Sick Leave. Sick leave shall be charged in minimum units of two hours except for medical appointments and illness or emergency situations occurring after the employee has reported to work which may be utilized in increments of one-tenth (1/10) hour. An employee shall be charged for sick leave only for days which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

SECTION 22.3 Uses of Sick Leave. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

- A) Illness, injury or pregnancy-related condition of the employee.
- B) Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.
- C) Examination of the employee including medical psychological, dental, or optical examination by an appropriate practitioner.

- D) Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- E) Examination, including medical, psychological, dental, or optical examination, of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

Immediate family shall be defined as mother, father, brother, sister, child, spouse, grandparents, grandchild, mother-in-law father-in-law, sister-in-law (wife of a brother, or Spouse's sister), brother-in-law (husband of a sister or spouse's brother), daughter-in-law, son-in-law, legal guardian or other person who stands in place of a parent.

Employees who have completed one (1) to ten (10) years of service shall be entitled to use two (2) days of accrued but unused sick leave per calendar year without restriction. Employees who have completed more than ten (10) years of service shall be entitled to use three (3) days of accrued but unused sick leave per calendar year without restriction.

SECTION 22.4 Evidence Required for Sick Leave Usage. The Employer shall require an employee to complete and sign the Agency's sick leave request form in order to justify the use of sick leave.

SECTION 22.5 Notification by Employee. When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person before 8:00 a.m. or their scheduled start whichever is later on the first day of the absence and on each succeeding day thereafter unless the employee makes other reporting arrangements with his immediate supervisor.

SECTION 22.6 Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in discipline. Chronic and excessive absenteeism shall not be tolerated. Patterns of abuse of sick leave will be reviewed and discussed with the employee. A continuation of such pattern may be cause for progressive disciplinary action. Pattern abuse may include:

- A) Before and/or after holidays;
- B) Before and/or after weekends or regular days off;
- C) After pay days;
- D) Any one specific day of the week;
- E) Absences following overtime worked;
- F) Partial days;

- G) Use of more sick leave than earned -excessive absenteeism;
- H) Calling off sick on days when vacation or comp time were previously denied.

Excessive use of sick leave is further defined as using sick leave in excess of eighty (80) hours in any twelve (12) month period, except funeral leave, unrestricted sick leave as set forth in Section 22.3, Maternity/Paternity leave, workers' compensation leave, family medical leave, or absence documented by a physician or licensed practitioner shall not be included in the eighty (80) hours calculation.

SECTION 22.7 Physician Statement. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the employer that the employee was under his care. Such physician statement shall be required for an absence of five (5) or more consecutive work days due to illness or injury. Where sick leave is requested to care for a member of the immediate family, the employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person when the absence is for more than three (3) days. The physician's statement must be presented upon the employee's return to work, and in no case later than the third day after the employee's return to work. In the case of Family Medical Leave, the employee will be required to submit the appropriate medical forms submitted from his or her physician.

SECTION 22.8 Physician Examination. The Employer when he has sufficient justification may require that an employee submit to a medical examination in order to determine the employee's capability to perform the substantial and material duties of the employee's position. The Employer must supply the examining physician with facts relating to the perceived disabling illness, injury or condition. Additional information may include physical and/or mental requirements of the employee's position, duty statements, job classifications and position descriptions. The cost of the medical examination shall be paid by the Employer.

If an employee is found to be incapable of performing the substantial and material duties of his or her position as a result of such examination, such employee may be placed on sick leave, disability leave, disability separation in accordance with the article on disability leave without pay or in the case of a non-Workers Compensation injury or illness, the Employer may offer a lateral transfer or reduction to a vacant position until such time as the employee is able to perform the substantial and material duties of the position. In the case of a Workers Compensation injury or illness, the Employer may order such a transfer or reduction.

SECTION 22.9 Expiration of Sick Leave. If illness, injury or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a disability leave without pay in accordance with provisions set forth in this Agreement.

SECTION 22.10 Transferred, Reappointed or Reinstated employees. Employees who through transfer between County departments or Agencies, or from another public agency, or who are reappointed or reinstated, will be credited with the unused balance

of accumulated sick leave, provided the time between separation and reappointment or transfer does not exceed ten (10) years.

SECTION 22.11 Sick Leave Conversion. An employee, at the time of retirement from active service with the Employer, may elect to be paid in cash for one-fourth of the value of his or her earned but unused sick leave credit; however, the maximum of such payment shall not exceed two hundred forty (240) hours.

To qualify for such payment, the employee shall have had, prior to the date of retirement, ten (10) or more years of service with the County, the State, or any of its political subdivisions. Such payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit by the employee. Eligible employees, retiring from active service, shall complete a "Sick Leave Payment Upon Retirement" form to initiate the payment process.

Employees who die shall be considered to have terminated employment as of the date of their death and shall be eligible for sick leave payment for which they would otherwise have qualified. Such payment shall be made in accordance with Section 2113.04 of the Ohio Revised Code, or paid to the employee's estate.

SECTION 22.12 Employees who are using sick leave that is substantiated by a physicians statement and who have exhausted all accrued sick leave may request to use other accumulated leave time. Such request shall not be unreasonably denied.

ARTICLE 23 - LEAVE OF ABSENCE WITHOUT PAY

SECTION 23.1 Upon the written request of a bargaining unit employee, the Employer may grant such employee a leave of absence without pay for personal reasons or for purposes of child care following childbirth or adoption. Leaves without pay must be requested in advance of such leave. The minimum unit of an approved leave of absence without pay shall be one (1) hour. The maximum duration of leave of absence without pay for personal reasons of the employee shall not exceed six (6) months and the maximum duration of leave of absence for purposes of childcare shall not exceed a total of six (6) months when combined with pregnancy and maternity leave.

SECTION 23.2 A leave of absence without pay may be granted for a maximum of two (2) years for purposes of education, training, or specialized experience which would benefit county service, or for voluntary service in any governmentally sponsored program of public improvement.

SECTION 23.3 The authorization of leave of absence without pay shall be at the discretion of the Employer, and each request shall be decided based upon its merits.

SECTION 23.4 Upon returning from a leave of absence, the Employer shall make a reasonable effort to place the employee in his or her former position. If not able to

return the employee to his or her former position, the Employer shall place the employee in another position in the employee's former classification. An employee may return to active pay status prior the originally scheduled expiration date of such leave if such early return is agreeable to the Employer.

SECTION 23.5 Any employee, who fails to return to duty within three (3) working days after the completion or valid cancellation of a leave of absence, without reporting to the Employer or his representative, may be removed by the Employer. In the event of extenuating circumstances such as documented medical illness, injury or other similar reason that would prevent the employee returning within the specified time limit, the Employer may grant a reasonable extension.

SECTION 23.6 Any employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit while on such approved leave.

SECTION 23.7 If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purposes specified, the Employer may cancel the leave and provide the employee with a written notice directing the employee to report for work.

SECTION 23.8 The period during which an employee is on leave of absence without pay shall not be counted toward an employee's probationary period.

SECTION 23.9 If an employee has no accumulated sick leave and is faced with a medical emergency, the employee may request a leave of absence without pay by telephone to the immediate supervisor in the supervisor's absence, the employee would report thru the chain-of-command prior to the employee's regular starting time, stating the reason for the request. Medical documentation must be provided immediately upon return to work if more than four (4) hours unpaid leave is requested.

ARTICLE 24 - MILITARY LEAVE

All employees shall be granted a leave of absence for military duty in accordance with federal and state law.

ARTICLE 25 - FAMILY MEDICAL LEAVE

SECTION 25.1 Family Medical Leave. An employee who has worked at least 1250 hours in the prior twelve (12) month period of time shall be granted up to twelve (12) weeks of unpaid leave during any twelve (12)-month period for any of the following reasons:

- A) birth or adoption of a child, or placement of a foster child;

- B) to care for a spouse, dependent child or parent who has a serious health condition as defined by the Family Medical Leave Act; or
- C) a serious personal health condition as defined by the Family Medical Leave Act that makes the employee unable to perform his or her job.

Family Medical Leave will be calculated using a calendar (12) month period.

An employee's request for family medical leave must be supported by proper documentation. This documentation will include a statement by the attending physician which includes the date on which the serious health condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, a statement that the employee is unable to perform his position or the employee is needed to care for the spouse, dependent child, or parent. The employee must also provide medical certification when they are able to resume work. If there is a disagreement regarding whether the employee suffers from a serious health condition or is able to return to work, the Employer may secure a second opinion from a physician selected and paid for by the Employer.

In order to utilize family medical leave, the employee must give a minimum of thirty (30)-days notice before the intended date of the leave, except for bona fide emergencies. Emergencies necessitating less than a thirty (30)-day notice shall be documented by the attending physician's statement that an unforeseen emergency did exist.

During family medical leave periods, the Employer will continue to pay the health insurance premium. Any share of health insurance premiums which had been paid by the Employee prior to family medical leave must continue to be paid by the Employee during the family medical leave period. If family medical leave is substituted paid leave, the Employee's share of premiums shall be paid by the method normally used during any pay period. If family medical leave is unpaid, the Employee must make payment of his or her share of the premiums to the Stark County Commissioners Office on the first pay date of each month (same schedule as payment made under a COBRA). If the Employee does not return to work after the expiration of family medical leave, the Employee will be required to reimburse the Employer for payment of health insurance premiums during the family medical leave, unless the Employee does not return because of the presence of a serious health condition which prevents the Employee from performing his/her job or circumstances beyond the control of the Employee.

The employee will be required to substitute any vacation leave, personal leave, or if applicable, sick leave, for any part of the twelve (12)-week period. The employee shall notify the personnel office what order he or she wishes to utilize the designated leave. If the employee fails to notify the personnel office, the accumulated leaves shall be utilized in the following order: sick leave, vacation leave, and personal leave. At the point that an employee may be exhausting his accrued time prior to the end of his leave, the use of time will be cut to four (4) hours per pay in order to maintain co-payment for hospitalization as required by this Agreement. Employees, at their discretion, shall be permitted to maintain a balance of forty (40) hours of paid leave prior to making the transition to unpaid status during an authorized paid family medical leave. The forty (40) hour balance of leave shall be sick leave unless the employee notifies the

Employer in writing of his/her desire to retain a portion or all of the forty (40) hours as vacation leave. Upon return from family medical leave, the employee is entitled to be restored to the same or equivalent position as held by the employee prior to the leave. However, employees are not entitled to accrue employment benefits while on unpaid family medical leave, except seniority.

If both a husband and wife are employed by the Stark County Department of Job and Family Services, they may be jointly entitled only to a total, combined twelve (12)-week period for family medical leave, excluding their own serious health condition.

ARTICLE 26 - DISABILITY LEAVE WITHOUT PAY

SECTION 26.1 When an employee becomes medically unable to perform the duties of his or her position, but is still able to perform the duties of a vacant position in another classification, he or she may voluntarily request a lateral transfer or reduction to the vacant position. Such request shall be in writing stating the reason for the request and shall be accompanied by a physician's statement. The determination as to whether or not a vacancy exists and the approval of such voluntary lateral transfer or reduction requests shall be at the sole discretion of the Employer based upon operational needs and requirements.

SECTION 26.2 A medically incapacitated employee who has exhausted his or her accumulated sick leave and authorized vacation leave and from whom a voluntary reduction is not granted may request a disability leave without pay for a maximum of six (6) months. Such a request shall be submitted in writing to the Employer and accompanied by a signed physician's statement including the probable date on which he or she will be able to return to the same or similar position.

The disability leave will end on the date on which the physician releases the employee as medically able to return to work, or at the expiration of the six (6) month period.

SECTION 26.3 If the employee is unable to return to work at the end of six (6) months due to the same disabling illness, injury or condition, the employee shall be placed on a disability separation.

An employee placed on disability separation following a disability leave without pay for the same disabling injury or illness shall retain reinstatement rights for a period of three (3) years from the time the employee began the disability leave without pay. Such employee shall be reinstated to the same position or another position in the employee's classification within thirty (30) days after making written application and passing a medical examination showing that the employee is able to perform the substantial and material duties of the position. The examination shall be conducted by a physician designated by the Employer and the costs shall be paid by the employer. The Employer may, in lieu of the examination conducted by the appointed physician, accept other appropriate medical documentation establishing that the disabling illness, injury or condition no longer exists. If the examination is conducted by a physician designated

by the Employer, and such physician determines that the employee is not fit to return to full duty, the employee may submit documentation from his or her personal physician--if such documentation is available--disputing the determination of the Employer appointed physician. Such disputes between physicians regarding the employee's ability to return to full duty shall be resolved by a licensed physician mutually agreed upon by the Employer designated and employee's personal physician. The fees of such mutually selected physician shall be shared equally by the Employer and employee.

An employee who does not return from disability separation, formally resign, or take disability retirement within the three (3) years, shall be separated from service upon the expiration of the three (3) year period.

ARTICLE 27 - FUNERAL LEAVE

SECTION 27.1 In the event of a death of an employee's spouse, child, mother, father, grandchild, sister or brother, the employee shall receive up to three (3) consecutive work days with pay to attend the funeral, make funeral arrangements, and carry out other responsibilities relative to the funeral. In addition, an employee may take two (2) additional sick days with which to attend the funeral, make funeral arrangements, and carry out other responsibilities relative to the funeral. For the death of a grandparent, grandparent-in-law, mother-in-law, father-in-law, sister-in-law (wife of a brother or spouse's sister), brother-in-law (husband of a sister or spouse's brother), daughter-in-law, son-in-law, legal guardian or other person who stands in the place of a parent, the employee shall be granted reasonably necessary sick leave, not to exceed five (5) consecutive work days, to attend the funeral, make funeral arrangements, and carry out other responsibilities relative to the funeral. Any reference to familial relationships due to marriage denote current, not former marital relationships.

ARTICLE 28 - CIVIL LEAVE

SECTION 28.1 If an employee is called for court jury duty or subpoenaed to testify in a court of law, or other legally constituted body during any portion of the employee's regularly scheduled working day, that employee shall receive his or her regular salary or wage, in full, for such time, from the Employer. In such case, all monies received as compensation for court services shall be turned over to the Employer.

SECTION 28.2 A request for leave slip, with copies of the subpoena or jury duty request attached, must be completed and submitted by the employee, as required for other forms of leave.

SECTION 28.3 The employee will be expected to report to work following jury duty, if a reasonable amount of time remains during his or her scheduled workday.

SECTION 28.4 If an employee is called for jury duty or subpoenaed to testify in a court of law, or other legally constituted body, outside of his or her regularly scheduled working hours, all monies received as compensation for such court service shall be retained by the employee.

SECTION 28.5 Employees shall not be entitled to paid civil leave when appearing in court or other legally constituted body, including but not limited to traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles, or in a matter to which he is a party. Such absences shall be considered leave without pay, or vacation leave, at the employee's option, and scheduled in advance with the employee's supervisor

ARTICLE 29 - UNION REPRESENTATION/UNION LEAVE

SECTION 29.1 The Employer agrees to admit not more than two (2) International Union staff representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday.

SECTION 29.2 The Union shall submit in writing to the Employer an official roster of its officers, grievance committee persons, or other persons empowered to act upon behalf of the Union. Such roster shall be kept current at all times and shall include the following:

- 1) Name
- 2) Address
- 3) Home telephone
- 4) Immediate supervisor
- 5) Union office held

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

SECTION 29.3 Rules governing the activity of Union representatives are as follows:

- 1) The Union agrees that no grievance committee person or other official of the Union, whether an employee or a non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized within this Agreement.

- 2) The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.
- 3) Any Union representative shall cease unauthorized Union activities immediately upon any order by the supervisor of the area in which unauthorized Union activity is being conducted or upon the order of the Union representative's immediate supervisor. Any violation of the rules of this section shall subject the employee to disciplinary action.

SECTION 29.4 The Employer agrees to permit union staff members to address and to provide information to newly hired employees during their orientation.

SECTION 29.5 Duly elected or appointed delegates to conventions, conferences, or seminars of the Union shall be granted up to 500 hours of unpaid time off for the purpose of participating in such conventions and activities. This time off may not be approved for Union rallies, picketing or other types of demonstrations unless said rally, picket or demonstration is done in conjunction with a convention, conference or seminar sponsored by the Union. The employee must request such unpaid leave as far in advance as possible but at least three (3) business days prior to any such meeting. The attendee may be required to provide documentation satisfactory to the Employer substantiating attendance as a condition of payment. No more than four (4) employees, with a maximum of two (2) employees per supervisory work unit, shall be allowed such leave during the same time period, unless otherwise mutually agreed. The length of such leave shall not exceed five (5) consecutive work days, unless otherwise mutually agreed.

SECTION 29.6 Upon receipt of a request from the International Union, the Employer will grant leave without pay for up to six (6) months for the term of this Agreement to one (1) of the top five (5) Union officers (defined as President, Vice President, Financial Secretary, Treasurer, and Recording Secretary) to perform work for the Local and/or International Union offices. In lieu of such time off without pay duly elected or appointed delegates to conventions, conferences or seminars of the Union may elect to take vacation time for such meetings. Such vacation leave must be requested in accordance with Article 17 of this Agreement.

SECTION 29.7 The Union Negotiating Committee shall be allowed reasonable time away from work to negotiate a new contract in the third year of this Agreement. The Union President (Vice President during President's absence) will be allowed up to 232 hours per contract year to perform contract administration duties and other duties required of that position. The Vice President, Financial Secretary, Treasurer, Trustees, and Recording Secretary will each be allowed up to 58 hours per contract year to perform contract administration duties and other duties required of their positions. For purposes of this Section, the term "contract administration duties" includes discipline and grievance investigation and arbitration preparation; attendance at contract negotiations; and, as otherwise mutually agreed with the Employer. Except for attendance at contract negotiations, not more than four (4) employees, with a maximum

of two (2) employees per supervisory work unit shall be allowed such leave during the same time period, unless otherwise mutually agreed with the Employer. Unless otherwise mutually agreed with the Employer attendance at contract negotiations shall be limited to not more than eight (8) persons each and all employee representatives must be then current members of the Union. The Union President will make every reasonable effort to notify the Human Resources Department one (1) month in advance of the amount of Union leave each officer will need, and the Employer shall not unreasonably deny such leave. The affected employees may be required to complete Employer-required forms prior to such leave. The Employer shall not harass any officer using leave pursuant to this Section. The provisions of this Section do not affect Section 29.5.

SECTION 29.8 Each month, the Union will provide the Employer with a listing of all leave time used by the President, Vice-President, Financial Secretary, Treasurer and Recording Secretary for Union purposes in accordance with Sections 29.5 and 29.7 of this Article. The Employer will then invoice the Union for the costs incurred by the Employer for such Union leave.

ARTICLE 30 - VACATION

SECTION 30.1 Full-time employees are entitled to vacation with pay upon successful completion of their one (1) year probationary period. The amount of vacation leave to which an employee is entitled is based upon length of service, as follows:

<u>LENGTH OF SERVICE</u>	<u>VACATION</u>
less than 1 year	none
1 year but less than 7 years	80 hrs
7 years but less than 14	120 hrs
14 years but less than 21 years	160 hrs
21 years but less than 28 years	200 hrs
28 years of more	240 hrs

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

<u>ANNUAL VACATION ENTITLED TO</u>	<u>CREDITED PER PAY PERIOD</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours
240 hours	9.3 hours

No full-time employee will be entitled to vacation leave or payment for accumulated vacation until he or she has completed one year of public agency service. Any full-time employee who has completed one (1) year or more of Public Agency Service with

another public employer, and is then hired by or transfers to the Stark County Department of Job and Family Services, must successfully complete his or her probationary period before being entitled to vacation pay.

Part-time employees are not entitled to vacation leave. However, such employees are entitled to service credit should they later become full-time employees.

SECTION 30.2 Full-time employees shall be entitled to service credit, for vacation purposes, for prior Public Agency Service.

SECTION 30.3 Vacations shall be taken in minimum increments of one half (1/2) hour. In the event of a bona fide emergency situation, the minimum increment shall be one tenth (1/10) of an hour. Such emergency must be authenticated to the Director or his designee.

Vacations shall be scheduled in accordance with the workload requirements of the Employer and the Employer reserves the right to deny vacation requests if workload requirements so mandate. Vacations shall be scheduled on a “first come, first serve” basis and at a time mutually agreeable to the employee and Employer. The vacation shall be granted to the employee with the greatest seniority if two (2) or more employees request vacation leave simultaneously and the Employer is not able to grant vacation leave to all those making such request. Once the vacation has been approved by the Employer, alteration or cancellation of vacation, by the Employer, shall occur only due to unforeseen emergency circumstances.

SECTION 30.4 Vacation leave of more than eight (8) hours must be requested in writing, on the Employer’s form, in advance of the desired starting date of the vacation. Vacation may be approved by telephone for eight (8) hours or less; a leave slip must be completed upon return to work site.

SECTION 30.5 Vacation leave is not earned through the working of overtime.

SECTION 30.6 Vacation leave shall be taken by an employee between the year in which it was accrued and the next anniversary date of employment. The employee will be permitted to carry over vacation from year to year. An employee shall not be permitted to accumulate more than three years accrual plus the current year’s accumulation.

An employee loses his or her right to take or to be paid for any vacation leave to his or her credit which is in excess of his or her accrual for three (3) years. Such excess leave shall be eliminated from the employee’s leave balance.

SECTION 30.7 Days specified as holidays in this Agreement shall not be charged to an employee’s vacation leave.

SECTION 30.8 Employees who separate are entitled to compensation at their current rate of pay for any earned but unused vacation leave balance to which they are entitled at the time of such separation.

SECTION 30.9 In the case of the death of an employee, the unused vacation leave credit of such employee shall be paid to the deceased employee's spouse or the estate if there is no surviving spouse.

SECTION 30.10 Vacation leave shall be recorded biweekly and each employee shall receive a statement after December 31 of each year, indicating the amount of accumulated and used vacation leave.

ARTICLE 31 - PROFESSIONAL LEAVE DAYS

SECTION 31.1 Upon the approval of the Director, or his designee, employees may be permitted to take up to three (3) professional leave days per year. The Employer agrees that such approval shall not be unreasonably denied. The Employer agrees only to grant pay for such approved professional leave days and shall not be responsible for any expenses incurred by the employee who requests the professional leave day.

Professional leave days shall be for the purpose of attending seminars, workshops, conferences or other education opportunities that are related to the employee's position with the Employer. Professional leave days must be requested in advance and shall be used in minimum increments of one (1) day.

ARTICLE 32 - UNION DUES

SECTION 32.1 The Employer and the Union agree that membership in the Union is available to all employees within the bargaining unit as defined in Article 1 of this Agreement, upon completion of thirty (30) days of employment with the Agency.

SECTION 32.2 Effective January 1, 2009, the Employer agrees to deduct regular Union membership dues on the second pay day of each month from the pay of any employee eligible for membership in the Union, upon the individual employee voluntarily signing a written authorization for dues deduction. Upon receipt of the proper authorization, the County Auditor will deduct Union dues from the payroll check for the pay period following the pay period in which the authorization was received and dues are deducted. Deductions provided for in this Article shall be made during one (1) pay period of each month only.

SECTION 32.3 The Employer shall be relieved from making such "check-off" deductions upon (a) termination of employment; (b) transfer to a job other than one covered by the bargaining unit; (c) lay off from work; (d) an agreed leave of absence; and (e) revocation of the check-off authorization in accordance with applicable law. Such dues deduction will cease effective the pay period following the pay period in which the termination, transfer, layoff, leave of absence or revocation occurs. The only exception shall be situations when the employee received five (5) or more days of pay

for a bargaining unit job for the month in which any of the above events occurred. In such case the dues for that month shall be deducted from the next check in which regular dues deduction occurs--providing the employee will receive sufficient wages during this period to cover the amount of the deduction.

SECTION 32.4 The Employer shall not be obligated to make dues deductions of any kind from any employee who, during the pay period in which dues are deducted, shall have failed to receive sufficient wages to equal the dues deductions.

SECTION 32.5 It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing, within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, such error will be corrected at the next pay period that union dues are deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

SECTION 32.6 Union dues deduction referred to in this Article shall be submitted to the International Treasurer, United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union, Five Gateway Center, Pittsburgh, PA 15222, within ten (10) days following deduction, accompanied by a computer printout showing each employee and the amount deducted. An initiation fee amount, as specified by the International Union, shall be deducted from any employee hired after the date of this Agreement who becomes a member of the Union.

SECTION 32.7 Upon execution of this Agreement, each employee who is not a member of the Union shall be required as a condition of employment to pay the Union a Fair Share Fee. The only exception shall be existing probationary employees who shall be required to pay such fee after sixty (60) days following the beginning of their employment with the Employer. All new employees hired after the effective date of this Agreement who do not become members shall also be required to pay such fees, as a condition of continued employment, after sixty (60) days following the beginning of their employment with the employer.

The Fair Share Fee shall be established to cover the employee's pro rata share of: 1) the direct cost incurred by the Union in negotiating and administering this Agreement and of settling grievances and disputes arising under this Agreement; and 2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this Agreement. The Fair Share Fee shall not be used to finance political and/or ideological activity. Fair Share Fees shall be deducted and remitted during the same period as dues; provided the employee has received sufficient wages during the applicable pay period to equal the deduction.

SECTION 32.8 Prior to the effective date of this Agreement and on the anniversary date of each succeeding year for the term of this Agreement, the Union shall certify to the Employer and to each employee the proportionate amount of its total dues and Fair Share Fees that were spent on activities that could not be charged to the fees of non-

members during the preceding year. This certification must explain the various categories of expenses with specificity. The amount of the Fair Share Fee required to be paid by each non-member employee in the unit during the succeeding year shall be the amount of the regular dues paid by employees in the unit who are members of the Union, less each non-member's proportionate share of the amount of the Union's dues and fees spent on activities not chargeable to such fees in the prior year.

SECTION 32.9 It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of provisions of this Article, and 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 hereunder. It shall be the responsibility of the employee to obtain appropriate refund from the Union. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE 33 - APPLICATION OF STATE CIVIL SERVICE LAW

SECTION 33.1 The parties hereby agree that for purposes of this Agreement none of the provisions of the Ohio Revised Code or Ohio Administrative Code pertaining to the reporting of payroll, (as currently contained in ORC 9.40) personnel actions, or any other type of documentation, regarding bargaining unit personnel, to the Ohio Department of Administrative Services shall apply to bargaining unit employees.

SECTION 33.2 It is fully understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to the expressed matters covered by this labor Agreement, including disciplinary actions and layoffs.

SECTION 33.3 Nothing in this Article shall be construed to remove any bargaining unit employee from the classified civil service. No bargaining unit employee may be placed in or removed to the unclassified civil service without his or her consent.

ARTICLE 34 - BULLETIN BOARDS

SECTION 34.1 The Employer agrees to provide a maximum of the following bulletin boards in agreed upon areas of the work facility for use by the Union:

Main Building (2); CSEA (3); JOBS (1); Social Services (2); (1); Alliance (1)

SECTION 34.2 All notices which appear on the Union's bulletin boards shall be posted during non-working time and signed by a Union official in the bargaining unit.

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;
- E) Results of Union elections;
- F) Reports of standing committees and independent arms of the Union; and,
- G) Publications, ruling, or policies of the Union.

It is understood that no material may be posted on the Union bulletin boards at any time which contains any of the following:

- A) attacks upon any other member, any other employee or the administration;
- B) attacks on any employee organization, regardless of whether the organization has local membership;
- C) attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

SECTION 34.3 All other notices not covered in A through G above must receive prior approval of the Director or his designee.

SECTION 34.4 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 board designated for use by the Union.

ARTICLE 35 - SAFETY AND HEALTH

SECTION 35.1 Safety and health shall be a prime concern and responsibility of both parties and both parties recognize their obligations and rights under existing law with respect to health and safety related matters. Therefore, the Employer accepts the responsibility to make every reasonable effort to provide to the best of his ability and to the extent that such matters are under his control, a safe, healthful and well maintained work place including, but not limited to, professional pest control.

The Employer shall maintain, to the best of his ability and to the extent that such matters are under his control, air conditioning, heating and plumbing equipment at

maximum efficiency and shall make, to the best of his ability and to the extent that such matters are under his control, necessary improvements to provide adequate air ventilation in all areas.

The Employer accepts the responsibility to maintain agency tools, equipment, and work areas in a safe, sanitary and proper manner. The Employer further accepts the responsibility to provide to the best of his ability adequate, clean, sanitary, deodorized and adequately supplied restrooms at all time. Employees accept the responsibility to properly utilize agency tools and equipment and to follow all safety and sanitary rules and working methods of the Employers.

Any working condition believed to be unsafe or unsanitary must be reported to the employee's supervisor as soon as said unsafe or unsanitary working condition is known. The supervisor will investigate the report of such condition, and will make every reasonable effort to correct any condition found and see that proper rules and safe or sanitary working methods are followed by his employees.

If the employee's immediate supervisor fails to address the employee's report of an unsafe or unsanitary working condition, or if the employee questions the conclusions reached by the immediate supervisor, the employee may report the unsafe or unsanitary working condition to his or her Department Head. The Department Head will then investigate the report of unsafe or unsanitary working condition and make every reasonable effort to resolve the unsafe or unsanitary working condition.

If the Department Head fails to address the employee's report of an unsafe or unsanitary condition, or if the employee questions the conclusions reached by the Department Head, the employee may report the unsafe or unsanitary condition to the Director or his designee. The Director or his designee will then investigate the report of unsafe or unsanitary working condition and make every reasonable effort to resolve the unsafe or unsanitary working condition. If any unsafe or unsanitary condition is of a generalized nature and affects a large number of agency employees, such matter may be reported directly to the Employer's designated safety representative.

SECTION 35.2 The Employer and Union agree that the parties may consider and discuss safety and health related matters and explore ideas for improving safety or sanitary conditions at scheduled Labor/Management Participation Conferences. It shall be the practice of the Employer to provide a response to Health and Safety issues raised by the Union during Labor/Management Participation Conferences.

ARTICLE 36 - AGENCY CLOSINGS

SECTION 36.1 Whenever the Agency is officially closed due to weather or other conditions, employees will be entitled to pay for the number of hours for which they were scheduled to work. Those employees on scheduled vacation or other leave and who are otherwise unavailable for work will be charged for the scheduled leave as if the Agency was open. Only the President of the United States, the Governor of the State of

Ohio, or the Board of County Commissioners have the authority to determine the conditions under which the agency will be closed.

SECTION 36.2 When the agency is officially closed, the Employer may be required to provide essential services and continue to use available personnel. Employees who are required to work their shifts when the agency is closed per section 36.1 shall receive two (2) times their hourly rate for all hours of the shift that they are required to work. Such time shall include the straight time rate that the employees would have received if they were not required to be at work as defined in Section 1 of this Article.

SECTION 36.3 Tardiness, leaving work early, or failure to report to work on days when weather conditions interfere, but when the agency has not been officially closed, may be charged against available leave time when approved by the Employer' otherwise such time shall be considered unauthorized leave without pay. The Employer agrees that such approval will not be unreasonably withheld.

SECTION 36.4 Absences due to inclement weather may not be charged to sick leave.

ARTICLE 37 - CLASSIFICATIONS DESCRIPTIONS AND AUDITS

SECTION 37.1 New or changed Job Classifications. The employer has the right to establish minimum qualifications and job classifications.

The employer will present in writing any newly created or modified minimum qualifications and classifications and meet with the Union within ten (10) days prior to implementation of newly created or modified minimum qualifications and classifications that are covered by this Agreement. The Employer shall present the Union with a written description of how it intends to modify an existing classification or a complete description of a proposed new classification. The description shall include:

- A. The requirements of such new or modified classification in the areas of training, skill, responsibility and effort (Requirements);
- B. The Employer's view as to how these Requirements compare to the Requirements for existing classifications; and
- C. Based upon paragraphs (A) & (B), at what rate the Employer believes the classification should be paid.

The Employer will negotiate with the Union the wage rate for new or changed job classifications and if impasse is reached, the matter may be pursued as a Step 3 grievance and, as necessary, final and binding arbitration.

SECTION 37.2 Descriptions. The employer shall maintain accurate descriptions for each classification in the bargaining unit. Employees and the Union shall have access to such description at reasonable times mutually agreed to by the Employer and employee or Union. If a copy is requested of a particular description, one (1) copy shall be provided at no charge.

SECTION 37.3 During the term of this Agreement, the parties agree that the minimum qualifications that exist for classifications at the effective date of this Agreement shall not be altered except by mutual agreement.

ARTICLE 38 - TECHNOLOGICAL CHANGE

SECTION 38.1 Whenever new equipment or other forms of technological change are introduced by the Employer, and such technological change does not impact on the job duties of the affected positions enough to change the classification of the affected positions, the Employer agrees to provide the basic amount of training that should be necessary for the affected employees to acquire the skills and knowledge necessary to utilize the new equipment and/or procedures. Such training shall be scheduled in accordance with the workload requirements and operational concerns of the Employer and expenses, if any, shall be borne by the Employer.

SECTION 38.2 If after receiving the basic amount of training that should be necessary for an affected employee to acquire the skills and knowledge needed to utilize new equipment and/or procedures, such employee is unable to develop the necessary skills and knowledge, he or she shall be permitted to displace (bump) any less senior employee in a lower classification and within the same classification series or in a lateral or lower level classification he or she has held within the last seven (7) years providing the employee completed the probationary period of the former classification. The employee also will be permitted to bump only if he or she possesses the skills, knowledge, ability, qualification, license and/or certification to perform the work of the less senior employee without further training.

If the employee does not have sufficient seniority and/or skill, knowledge, ability, qualifications, license and/or certification to bump another employee, he or she shall be laid off and shall be entitled to recall, up to a period of twelve (12) months, to any classification he or she has held in the past, providing the employee completed the probationary period, once the employee develops or obtains the necessary skill, knowledge, ability, qualifications, license and/or certification for the classification.

SECTION 38.3 If an employee displaces another employee as defined in Section 2 of this Article, he or she shall be paid the appropriate rate for the classification which he or she displaces into.

SECTION 38.4 This Article does not in any way interfere with the Employer's right to introduce technological change, or to abolish positions if the technological change reduces the number of positions needed in the affected classifications.

Provisional employees shall be granted reasonable travel time to and from the testing site and the amount of time permitted for the examination for the classification in which they are serving provisionally.

SECTION 38.5 All expenses incurred by the employee shall be the responsibility of the employee.

ARTICLE 39 - PERFORMANCE EVALUATIONS

SECTION 39.1 Each employee shall be evaluated annually by his or her immediate supervisor. If an employee has been reassigned to a new supervisor within thirty (30) days of the evaluation date, the new supervisor shall, if possible consult with the previous supervisor in order to complete the evaluation. If an employee receives approximately equal supervision from two (2) supervisors, both supervisors shall cooperate in the completion of the employee's evaluation. Special evaluations may be recommended by the employee's supervisor and authorized by the Director. Probationary employees shall be evaluated at the mid point and immediately prior to the failure or completion of the probationary period.

SECTION 39.2 Each employee shall be provided a copy of his or her performance evaluation. The employee's immediate supervisor shall discuss the evaluation with the employee and shall counsel the employee regarding any performance evaluation.

SECTION 39.3 The employee shall receive, review and sign a copy of the evaluation after all comments and signatures have been added. Should the employee object to an evaluation or comment made on the evaluation form, such objections will be made a part of the evaluation and shall be placed in the employee's personnel file.

SECTION 39.4 Performance evaluations shall not be used as a record of discipline. Performance evaluations may, however, serve as a record that the Employer has discussed performance with the employee.

ARTICLE 40 - TRAINING

SECTION 40.1 An orientation program shall be provided for new employees. Such program is intended to provide new employees with general information about the Agency and its operation.

SECTION 40.2 On-the-job training shall be provided to prepare an employee to perform the substantial and material duties and responsibilities of his or her position and to learn correct procedures and expected performance levels. The extent of necessary on-the-job training shall be determined by the Employer. Employees may request

additional training through their immediate Supervisor, and if they are not satisfied with the response to the request may forward the request to the Director of Human Resources.

SECTION 40.3 The Employer may require employees to attend job-related training programs, courses, workshops, seminars, etc. If such training is required by the Employer, the Employer shall reimburse employees for expenses incurred for attending such job-related training programs.

The Employer may offer employees the opportunity to voluntarily attend job-related training programs, courses, workshops, seminars, etc. If such training is offered by the Employer, the amount of reimbursement for expenses incurred for attending such job-related training program may vary from program to program. The Employer is not responsible for an employee maintaining his or her professional certification or licensure.

SECTION 40.4 In order for an employee to secure reimbursement for attendance at a job-related training program, course, workshop, seminar, etc., as defined in Section 3 of this Article, the employee must submit documentation certifying the attendance at and successful completion of such program and sales receipts verifying purchase of any required materials.

ARTICLE 41 - SUBSTANCE ABUSE

SECTION 41.1 The Employer and the Union recognize alcoholism and drug abuse as diseases which are treatable, and encourage those employees who suspect they may have a drinking or drug abuse problem to seek professional treatment and assistance.

SECTION 41.2 This Article is intended to assure that no employee with a drinking or drug problem will have his or her job security or promotional opportunities jeopardized by a request for treatment. The individual's rights to confidentiality and privacy shall be recognized. The pertinent information and records of employees with alcohol or drug problems will be preserved in the same manner as all other medical records.

SECTION 41.3 The Employer and the Union shall not attempt to diagnose alcoholism or drug addiction. Any action taken by the Employer shall be based strictly on the unsatisfactory or deteriorating job performance of the employee resulting from apparent medical or behavioral problems, whatever their nature.

SECTION 41.4 The Employer and the Union agree that it will be the responsibility of the individual employee to initiate and undergo any necessary treatment. An employee's refusal to initiate or undergo treatment, or failure to respond to treatment, will be handled in the same manner as other illnesses when job performance continues to be adversely affected.

SECTION 41.5 The Employer and the Union agree that this Article shall not require or result in any special regulations, privileges or exemptions from the standard practices applicable to job performance requirements.

SECTION 41.6 All bargaining unit members shall be subject to the Procedures for Workplace Drug Testing attached hereto as Appendix 4.

ARTICLE 42 - PAYROLL DEDUCTIONS

SECTION 42.1 The Employer agrees to continue to make payroll deductions for those programs, such as U.S. Savings Bonds, Credit Union and Deferred Compensation, for which the Employer currently make such deductions as long as such deductions are permitted by the County Auditor.

ARTICLE 43 - PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS) CONTRIBUTION

SECTION 43.1 Throughout the duration of this Agreement, the Employer will continue to make the required Employer Contribution to the PERS, as established by PERS. In addition, for those employees hired before December 31, 2005 the Employer will Contribute 4.25% of each employee's gross wages to PERS as part of the employee's contribution to PERS. Employees hired after December 31, 2005 shall be solely responsible for payment of the employee's contribution to PERS. The employee contribution to PERS shall be deducted from the employee's gross wages.

SECTION 43.2 PERS Pick-up

- A. Effective the first full pay period of 2006 (i.e., pay period beginning January 12, 2006), the amount contributed by the Board on behalf of those employees who were hired before December 31, 2005 shall remain at 4.25% and be treated as a Fringe Benefit Pickup. The remaining portion of the Employee's PERS obligation shall be treated as mandatory salary reduction from the contract salary otherwise payable to such classified employees.
- B. The total annual salary for each employee shall be the salary otherwise payable under their contracts. The total annual salary shall be payable by the Board in two (2) parts: (1) deferred salary and (2) cash salary. An employee's deferred salary shall be equal to that percentage of said employee's total annual salary which is required by PERS to be paid as an employee contribution by said employee and shall be paid by the Board to PERS on behalf of said employee as a "pickup" of the PERS employee contribution otherwise payable by the employee. An employee's cash salary shall be equal to said employee's total annual salary less the amount of the "pickup" for said employee and shall be payable, subject to applicable deductions, to said employee.

- C. The Board's total combined expenditures for employee's total annual salaries otherwise payable under their contracts (including "pickup" amounts) and its employer contributions to PERS shall not be greater than the amounts it would have paid for those items had this provision not been in effect.
- D. The Board shall compute and emit its employer contributions to PERS based upon the total annual salary, including the "pickup." The Board shall report for federal and Ohio income tax purposes as an employee's gross income said employee's total annual salary less the amount of "pickup." The Board shall report for municipal income tax purposes as an employee's gross income said employee's total annual salary, including the amount of "pickup." The Board shall compute income tax withholding based upon gross income as reported to the respective tax authorities.
- E. The "pickup" shall be included in the employee's total annual salary for the purpose of computing daily rate of pay, for determining salary adjustments to be made due to absence, or for any other similar purpose.
- F. The "pickup" shall be a uniform percent for all classified employees, and it shall apply to all payroll payments made after the effective date of this provision and shall not be at the individual employee's option.
- G. This provision shall be effective and the "pickup" shall apply to all payroll payments made after clearance by IRS.
- H. The current taxation or deferred taxation of the "pickup" is determined solely by the Internal Revenue Service (IRS) and compliance with this section does not guarantee that the tax on the "pickup" will be deferred. If the IRS or other governmental entity declares the "pickup" not to be tax deferred, this section shall be null and void and the retirement contribution procedure in place prior to the effective date of this provision shall be in effect.

ARTICLE 44 - TUITION REIMBURSEMENT

SECTION 44.1 Employees who have completed their initial probationary period may apply for reimbursement of up to seventy-five percent (75%) of actual tuition costs under the following conditions. The tuition must be for a college class or course which is job related. Approval of the Employer must be obtained in advance. Approval is within the Employer's discretion. Prior to receipt of tuition reimbursement, the employee will be required to sign documents acknowledging their agreement and obligation to repay tuition reimbursement as required in Section 3 of this Article.

SECTION 44.2 In order to obtain the reimbursement, the employee must receive a grade of "C" or better in an undergraduate course and "B" or better in a graduate course.

SECTION 44.3 In the event the employee leaves the employment of SCDHS within one (1) year from the date of issuance of tuition reimbursement the employee must pay SCDHS eighty percent (80%) of the reimbursed amount. In the event the employee leaves the employment of SCDHS within two (2) years from the date of issuance of tuition reimbursement, the employee must pay SCDHS sixty percent (60%) of the reimbursed amount. In the event the employee leaves the employment of SCDHS within three (3) years from the date of issuance of tuition reimbursement, the employee must pay SCDHS forty percent (40%) of the reimbursed amount.

Total expenditures by the Employer for tuition reimbursement will not exceed \$30,000.00 per year and will be limited to \$3,000 per employee per year.

ARTICLE 45 - COVENANTS

SECTION 45.1 The Covenants and Agreements by the parties shall be binding in all respects upon the Employer and its successors.

It is agreed that the Employer shall inform its successor of this provision of the Labor Agreement.

ARTICLE 46 - DURATION OF AGREEMENT

SECTION 46.1 This Agreement shall be effective as of September 1, 2011, and shall remain in full force and effect until midnight of August 31, 2014.

SECTION 46.2 If either party desires to modify, amend or re-negotiate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the termination date, nor later than sixty (60) calendar days prior to the termination date of this Agreement. Such notices shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

SECTION 46.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union. The parties further agree that where this labor agreement makes no specification about a matter, the Employer and employees shall be subject to applicable law pertaining to wages, hours and terms and conditions of employment.

APPENDIX 1 - LETTER OF UNDERSTANDING

It is not the intent of the Stark County Department of Job and Family Services to pursue merger with another agency, separation or privatization of a division currently within the Department for the purpose of causing an erosion of the bargaining unit or lay-off. In the event of a merger to another agency, separation, or privatization of a division currently within the Stark County Department of Job and Family Services, the Employer agrees to meet with the union to discuss the impending merger or separation.

Employees affected by such merger, separation, or privatization will be permitted to bump into a previously held classification, however, the employee will be required to successfully complete a 180 day probationary period which would begin upon the effective date of the displacement. If the employee does not successfully complete the probationary period, the employee would be laid off in accordance with Article 12 of the Collective Bargaining Agreement.

APPENDIX 2 - WAGE SCALE
 SEPTEMBER 1, 2011 THRU AUGUST 31, 2014

<u>PAY GRADE</u>	<u>PROB</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>
1	\$0						
2	\$12.21	\$12.71	\$12.89	\$13.07	\$13.25		
3	\$13.00	\$13.50	\$13.69	\$13.88	\$14.07		
4	\$13.50	\$14.00	\$14.20	\$14.40	\$14.60		
5	\$13.99	\$14.49	\$14.69	\$14.90	\$15.11		
6	\$14.34	\$14.84	\$15.05	\$15.26	\$15.47		
7	\$14.28	\$14.78	\$14.99	\$15.20	\$15.41		
8	\$14.47	\$14.97	\$15.18	\$15.39	\$15.61		
8A	\$14.72	\$15.22	\$15.43	\$15.65	\$15.87		
9	\$15.52	\$16.02	\$16.25	\$16.48	\$16.71		
10	\$16.34	\$16.84	\$17.08	\$17.32	\$17.57	\$17.82	
11	\$17.36	\$17.86	\$18.11	\$18.37	\$18.63		
11A	\$18.36	\$18.86	\$19.11	\$19.37	\$19.63		
12	\$18.45	\$18.95	\$19.22	\$19.47	\$19.75		

APPENDIX 3

In the event the State of Ohio notifies the Department of Job and Family Services that it has been awarded Food Stamp TEER incentive monies as a result of attainment of certain operating goals, the Union shall be entitled to distribution of not more than twenty five percent (25%) of such monies up to seventy five thousand dollars (\$75,000) to be distributed to bargaining unit employees so long as the applicable regulations permit such distribution.

APPENDIX 4 - PROCEDURES FOR WORKPLACE DRUG TESTING

100 Purpose and Scope

This policy applies to all bargaining unit employees. It will be implemented in a consistent, nondiscriminatory manner. All employees will be provided a copy of the drug testing policy prior to its implementation and will be provided information concerning the impact of the use of alcohol or drugs on job performance. All employees will be informed of the causes for testing, how well the tests perform and what tests will be conducted. All employees must sign an acknowledgement form indicating receipt of this policy.

All newly hired employees will receive the information on their initial hire date. No employee shall be tested until this information is provided to the employee.

101 Definitions

Alcohol means alcohol or any beverage containing more than one-half of one percent of alcohol by volume that is capable of use for beverage purposes, either when alone or when diluted.

Drug means a controlled substance as defined by Chapter 3719 of the Ohio Revised Code, entitled "Controlled Substances," and/or Section 202, Schedules I through V of the Federal Controlled Substance Act, including but not limited to marijuana, hashish, "crack," cocaine, heroin, morphine, codeine, opiates, amphetamines, "ice," barbiturates and hallucinogens.

Probable Cause based upon observation and good faith belief that an employee is under the influence of drugs or alcohol while on the job. Such belief may be based upon the smell of alcohol, slurred speech, staggering gait and/or other abnormal physical or psychological behavior typically associated with drug or alcohol intoxication or impairment. Whatever the observation, it shall be made by two persons and documented in writing.

Drug Testing means collection of a urine specimen by medical personnel and a laboratory analysis of that specimen by Enzyme Immunoassay (EMIT) screening and confirmatory testing using the Gas Chromatograph/Mass Spectrometry (GC/MS) methods and procedures, or the most current and appropriate technology. No other testing procedures or methods may be utilized unless negotiated with the Union, or mandated by Federal Regulations.

Medical Review Officer (MRO): The MRO interprets the laboratory results of the drug tests and reports positive results to our Employer after verifying that there are no valid medical explanations for the positive results. This individual shall be a licensed doctor with appropriate credentials.

Breath Alcohol Technician (BAT): The BAT shall be responsible for collection of breath samples for alcohol testing. The BAT shall be trained in the operation of the Evidential Breath Testing (EBT) device used to conduct the test.

Substance Abuse Professional (SAP): The SAP will evaluate the employee's situation, prescribe an appropriate treatment program, if necessary, and schedule unannounced follow-up testing once the employee has returned to duty.

Alcohol Testing: Means the use of a breath alcohol monitoring machine which is currently the Evidential Breath Testing (EBT) device.

102 Tests; Other requirements

This policy covers the following type tests:

- a. Pre-employment
- b. Probable cause
- c. Post-accident
- d. Return to Duty
- e. Follow up Testing

No alcohol may be consumed within four hours of performing the employee's duties.

103 Post Accident

If an employee operating a vehicle as part of their employment is involved in: a) an accident where a fatality occurs; b) an accident in which an injury is treated away from the scene and the driver/employee receives a citation for a moving violation arising from the accident, or c) an accident in which a vehicle is required to be towed from the scene and the driver/employee receives a citation for a moving violation arising out of the accident; the driver shall as soon as practicable be tested for alcohol and controlled substances.

All employees who are responsible for an accident/injury in the work place that causes an injury to himself or to others requiring medical attention may be subject to Post Accident Testing. The Employer can defer the test if it is determined the test is unnecessary.

A decision of whether or not to administer a post accident test shall be made by the employee's Director provided that he was not involved in the accident. If the Director is unavailable, his designee will make this decision. The determination shall be based on the best information available at the time.

An alcohol test should be administered within two (2) hours following the accident and the Employer shall cease attempts to administer the test after eight (8) hours. Failure to submit to a test within eight (8) hours shall be deemed a refusal.

The urine sample for a post-accident drug test shall be collected as soon as possible and the Employer shall cease attempts to administer a post-accident drug test thirty-two (32) hours following the accident. Failure to submit to a test within eight (8) hours shall be deemed a refusal. The employee shall not ingest any alcohol or drugs until testing has been completed.

Implementation Procedures

- a. Any driver involved in a reportable accident as defined by this policy, shall notify the Employee's Deputy Director at the first available opportunity after the accident, at which time the driver will be advised to report to an appropriate collection site in order to provide the appropriate samples. To the extent possible, the driver should not transport himself to the collection site, but should arrange for someone else to transport him. However, if

local law enforcement officials are on the scene of the accident and request the driver to undergo urine, and/or breathe tests, the driver shall simply comply with those demands.

- b. In the event the driver is seriously injured and unable to provide the necessary samples, he/she shall authorize the health care provider to release to the Employer any information necessary to indicate the presence of any controlled substance or alcohol in his system.

Prior to such testing, employees shall be required to sign a form acknowledging testing and to sign for chain-of-custody. Failure or refusal to sign the acknowledgment form or to submit to these tests shall be presumed as a positive test, subjecting the driver to removal from service, which is cause for a charge of insubordination and will result in disciplinary action, which could include discharge.

The Employer shall obtain and retain a copy of the completed Accident Report Form, including a notation of the citation, for any accident, and state whether testing is/is not required. This Accident Report Form will be kept in the Human Resources department. The Employer shall retain a copy of results from the MRO. The Employer shall retain a copy of the letter from an employee requesting a retest of the original sample.

105 Procedures for Probable Cause Testing

Probable cause testing shall be required when a supervisor suspects that an employee is under the influence of a prohibited substance. Probable cause test referrals shall be based on objective facts, circumstances or physical evidence, physical signs, symptoms or a pattern of performance or behavior, not on instinct or intuition.

An employee who is suspected of using a prohibited substance shall be administered a drug and/or alcohol test. NOTE: An employee is suspected of using a prohibited substance when a supervisor can articulate and substantiate specific behavioral, performance or contemporaneous physical indicators or probable drug use.

A supervisor who has probable cause that an employee is unfit for duty because he/she appears to have ingested, inhaled or injected an illicit drug, or to have taken a prescribed drug in a manner inconsistent with the physician's direction for use, or has ingested an alcoholic beverage when reporting for or while off duty must:

- a. Prohibit the employee from working or continuing to work.
- b. The Supervisor shall call the Director's office or his designee.
- c. The Supervisor shall call a Union representative.
- d. Transport the employee, or make arrangements for transportation, to the designated medical facility identified by the Employer for testing. After testing, arrangement should be made for safe transportation to the employee's residence or a place selected by a relative or friend of the employee.

- e. Prepare appropriate documentation and take appropriate disciplinary action.
- f. Supervisors are prohibited from demanding or encouraging drug or alcohol testing that does not follow the guidelines established in this policy. Willful disclosure of test results to persons not involved in the disciplinary procedure may merit appropriate disciplinary action which could include discharge.
- g. If the employee refuses to submit to the test, warn the employee that he/she may not return to his/her covered position until he/she passes a test, and explain to him/her that a refusal to test is considered a positive test.
- h. The Employer or supervisor cannot be expected to determine whether an employee has a substance abuse problem. Even treatment professionals have difficulty identifying such problems. Substance abuse problems can often be confused with emotional difficulties, reaction to stress, physical illness, and other causes.

106 Testing Procedures

The following test procedure shall apply to all employees:

- a. Urine specimens shall be collected at the approved laboratory as stated below in section (e), or at an accredited medical facility when necessary after an accident.
- b. A Union representative, if available, shall be allowed to accompany the employee to the test and observe collection, bottling and sealing of the specimen. The employee shall not be observed when the urine specimen is given. The Union representatives shall have not more than one (1) hour to report to the collection site. The Union shall provide the Employer with three (3) Union representatives to contact. A Union representative contacted during work periods will not forfeit pay, and the representative contacted outside of work periods shall not be compensated by the Employer for his/her time.
- c. All specimen containers, vials or bags used to transport the samples shall be sealed with evidence tape and labeled in the presence of the employee and/or Union representative, if present.
- d. The testing shall be done by a laboratory certified as a medical and forensic laboratory which complies with the scientific and technical guidelines for Federal drug testing programs and Standards for Urine Drug Testing for Federal Agencies issued by the Substance Abuse and Mental Health Services Administration of the U.S. Department of Health and Human Services. (53 Fed. Reg. 11970 4/11/88; as revised in 59 FR 29908 6/9/94, 62 FR 5118 9/30/97 and 66 FR 162 8/21/01).

- e. The Employer may choose the laboratory to be utilized for toxicology testing on a yearly basis.
- f. The following standards shall be used to determine what levels of detected substances shall be considered positive. **NOTE:** These are current levels subject to change by Federally Mandated Regulations. Current Federal Regulations shall be controlling in case of change or conflict:

DRUG	SCREENING TEST	CONFIRMATION
Amphetamines	1,000 ng/ml Amphetamines	500 ng/ml G-MS
Marijuana Metabolites	50 ng/ml Delte-THC	15 ng/ml G-MS
Cocaine Metabolites	300 ng/ml Metabolites	150 ng/ml G-MS
Opiates Morphine	300 ng/ml *25 ng/ml if immune specific for free morphine	300 ng/ml G-MS
PCP	25 ng/ml PCP	25 ng/ml G-MS
Alcohol	.04 Breath .02 - .039 Breath will be removed from driving for 24 hours	

- g. Tests which are below the levels set forth above shall be determined as negative. If test results are negative, all non-required documentation regarding supervisor's observations and testing will be designated as unsubstantiated.
- h. At the time the urine specimen is collected two (2) samples will be taken. One (1) sample will be sent to the laboratory to be tested at the Employer's expense. If the first sample tests positive then upon written request by the employee within 72 hours, the second sample shall be tested separately at an approved laboratory chosen by the test facility from the list agreed to by the Union. All test results are to be reviewed by the MRO before being released.
- i. Breathe alcohol testing for covered employees, using the EBT device, with any result less than .02 alcohol concentration shall be considered a "negative" test. If any results test between .02 and .039, the operator shall not be permitted to operate a vehicle on behalf of the Employer for twenty-four (24) hours. A test result of .04 or greater shall be considered a "positive" test.

107 Test Results; Discipline

All test results shall be treated as confidential medical records.

If the results of the tests administered by the Employer on the sample shows that the employee while on duty was under the influence of or drank, smoked, inhaled or injected alcoholic beverages, marijuana, cocaine, PCP, non-prescribed amphetamines or any other controlled substances, appropriate disciplinary action may be administered after the following procedure has been followed.

The employee and the Union shall be given a copy of the laboratory report of the specimen sample before discipline is administered. The employee, within seventy-two (72) hours of receipt of actual notice from the MRO must request that the split sample be forwarded by the first laboratory to another independent and unrelated SAMHSA approved laboratory selected from a list approved by the Union for conformity testing of the presence of the drug. Failure of the Union or employee to have a second test performed shall not be used against the employee as a basis for discipline or in an arbitration proceeding. For a first offense of the Drug and Alcohol Policy (alcohol over .04, drug any positive test) an employee will be given an opportunity to participate and successfully complete a rehabilitation program. For failure to participate in or successfully complete a rehabilitation program or for a subsequent offense, an employee will be subject to discipline up to and including discharge. A Substance Abuse Professional can be mutually selected by the Union and the Employer.

If an employee who has tested positive for drug or alcohol abuse under this policy is referred to an inpatient or outpatient treatment program, said employee shall sign a release of medical information statement and all drug test results, records of admission progress, discharge and after care will be forwarded to the Employer. Records regarding rehabilitation will be kept in confidential files separate from personnel files. The employee will be permitted to work provided the recommended treatment program does not prevent the employee from working. Work continuation is dependent upon documentation of the employee's continued, successful participation in the recommended after care programs.

Employees who follow the recommendations of the counseling and rehabilitation program as established by the SAP will be required to provide a negative drug and/or alcohol test prior to returning to work. An alcohol test of over .02 is a positive test for these purposes. The employee is subject to unannounced testing that consists of at least six (6) tests in the first twelve months following the employee's return to duty. Based on the recommendation of the SAP, the Employer may continue follow-up testing for an additional two (2) years.

108 Voluntary Assistance

Employees can request to use vacation, paid sick leave, or medical leave of absence to voluntarily enter inpatient medically supervised rehabilitation facilities.

109 Drug Testing Facility

To the extent possible, collection of urine and breath samples for such testing shall be performed by the collection sites whose sample collection protocol has been approved by the Department and conforms to Federal regulatory requirements. The procedures

and methodology in such testing shall be in accordance with governing Federal regulations.

110 Medical Review Officer (MRO)

A Medical Review Officer's duties and determinations shall fully comply with the Mandatory Guidelines for Federal Workplace Drug Testing programs issued by SAMHSA:

111 Substance Abuse Professional (SAP)

SAP duties and determinations will fully comply with the Mandatory Guidelines for Federal Workplace Drug Testing programs issued by SAMHSA.

112 Breath Alcohol Technician (BAT)

The training and the duties of the BAT will be equivalent to the DOT's program.

113 Approved Laboratories

The approved laboratories shall be certified by the Substance Abuse and Mental Health Services Administration (SAMHSA). They will analyze urine specimens to meet federal drug testing requirements.

114 Collection Agency

The collection agency shall have qualified collection site personnel and shall follow DOT collection procedures.

115 Employee Assistance Program

The only obligation the Employer has to the employee is that the Employer refers the employee to a source for these Services.

MEMORANDUM OF UNDERSTANDING

The parties agree to pursue the issue of four (4) ten (10) hour workdays through the labor management meetings. It is specifically agreed that any such change will take into consideration the individual department needs and concerns.

Effective December 1, 2007, the following work schedules are available in most units:

7:30 a.m. – 3:30 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.
10:00 a.m. – 6:00 p.m. (Children Services and Human Services staff as assigned)

The standard work week for all full-time employees remains forty (40) hours and the normal work day is eight (8) hours.

Work schedules will be approved and/or assigned by the supervisor and the supervisor can change a schedule assignment if necessary.

Schedules will be requested the first week of the prior month and employees must maintain their chosen work schedule for one month. Supervisors in every work unit must ensure adequate unit coverage, defined as a minimum of 2 employees (excluding the supervisor), during hours of operation, defined as 8:00 a.m. – 4:30 p.m., Monday through Friday. The reception desks will be required to have a minimum of one employee during the late afternoon.

Employees are expected to work their scheduled shift. If an employee does not arrive by their scheduled start time, they will adjust their ending time in 15-minute increments based on the time they clocked in. Failure to adjust a schedule will result in tardiness and may subject the employee to discipline. Employees who are late for the 9:00 a.m. and 10:00 a.m. shifts will be considered tardy and subject to discipline. Supervisors maintain the right and obligation to deny schedule adjustments as unit needs dictate or in the event of a pattern of tardiness or other abuse of agency policy.

Employees with scheduled appointments are expected to arrive by the appointment time or they will be counted as tardy.

Support Services units, including the reception desk, mail room, switchboard, and janitorial employees may be scheduled outside of the normal work shifts based on work flow requirements and customer service needs.

Supervisors in the Children Services Division may schedule their workers outside of the flexible work hours to accommodate customer needs, i.e. late visitations, school or doctor appointments of the children in agency care, etc. Any deviation from the flexible work hours schedule must be approved in advance by the supervisor or administrator.

Lunch hours have not changed. They may be taken no sooner than 11:00 a.m. and must be completed by 2:30 p.m. The end of the day lunch policy has not changed.

Dist: 11/7/2007

Index
(Alphabetical Listing)

AGENCY CLOSINGS	45
APPLICATION OF STATE CIVIL SERVICE LAW	43
BULLETIN BOARDS	43
CIVIL LEAVE	36
CLASSIFICATIONS DESCRIPTIONS AND AUDITS	46
CORRECTIVE ACTION	11
COVENANTS	52
DISABILITY LEAVE WITHOUT PAY	35
DURATION OF AGREEMENT	52
EXPENSE REIMBURSEMENT	26
FAMILY MEDICAL LEAVE	33
FUNERAL LEAVE	36
GRIEVANCE PROCEDURE	6
HOLIDAYS	24
HOURS OF WORK AND OVERTIME	20
INSURANCE	25
JOB VACANCIES	19
LABOR-MANAGEMENT PARTICIPATION CONFERENCE	5
LAYOFF AND RECALL	17
LEAVE OF ABSENCE WITHOUT PAY	32
MANAGEMENT RIGHTS	3
MERGER	54
MILITARY LEAVE	33
NO STRIKE/NO LOCKOUT	6
NON-DISCRIMINATION	4
PAYROLL DEDUCTIONS	50
PERFORMANCE EVALUATIONS	48
PERSONAL LEAVE DAYS	28
PERSONNEL FILES/TABLE OF ORGANIZATION	13
PREAMBLE	1
PROBATIONARY PERIODS	14
PROFESSIONAL LEAVE DAYS	41
PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS) CONTRIBUTION	50
RECOGNITION	1
SAFETY AND HEALTH	44
SENIORITY	15
SEVERABILITY	24
SICK LEAVE	29
SUBSTANCE ABUSE	49
TECHNOLOGICAL CHANGE	47
TEMPORARY WORKING LEVEL PAY ADJUSTMENT	24
TRAINING	48
TUITION REIMBURSEMENT	51
UNION DUES	41
UNION REPRESENTATION/UNION LEAVE	37
VACATION	39
WAGE	54
WAGES	21
WAIVER IN CASE OF EMERGENCY	6

