



2012 – 2014 Agreement Between Ashland Co. BCC (DJFS) and OC 8 AFSCME Local 958

AN AGREEMENT

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03/19/2013

between

**ASHLAND COUNTY COMMISSIONERS
(DEPARTMENT OF JOB AND FAMILY SERVICES)**

and

**OHIO COUNCIL 8, AFSCME
LOCAL 958**

EFFECTIVE: July 1, 2012

EXPIRES: September 30, 2014

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Reviewer. Benefit Recovery Investigator 3 shall be converted to Investigator 2. The remaining titles that are proposed to be eliminated are vacant and obsolete.

No changes in titles or classifications shall result in a reduction in compensation for current employees.

3.02 In the event of a substantial change of duties of a position or if a new position is created within the department, the Employer shall determine whether the new or changed position will be included in or excluded from the bargaining unit and shall so advise the Union in writing. If the Union disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within thirty (30) calendar days from the Union's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union. If the parties do not agree, the provisions of Revised Code 4117 and attendant rules and regulations shall govern.

ARTICLE IV **MANAGEMENT RIGHTS**

4.01 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: 1) hire, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed or laid off; 3) determine the qualifications of employees covered by this Agreement; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees to or for positions not within the bargaining unit established by this Agreement; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other municipality or entity or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 14) terminate or eliminate all or any part of its work or facilities.

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

ARTICLE V **NO-STRIKE**

5.01 The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work-stoppage, or

other concerted interference with or the withholding of services from the Employer for the duration of this Agreement.

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

5.03 It is further agreed that any violation of the above shall be sufficient grounds for disciplinary action.

5.04 The Employer will not lock out any employees during the term of this Agreement.

ARTICLE VI DUES DEDUCTION

6.01 The Employer agrees to deduct union dues, initiation fees, and assessments from the pay of employees within the unit upon receipt of a voluntarily written authorization executed on an Authorization for Check-off of Dues Form provided for that purpose. The Union shall notify the Employer of the amounts to be deducted.

6.02 Deductions will be made from the pay of employees monthly. Should deductions not be made in such pay period, a double deduction shall be made in the next deduction period. Dues in arrears shall continue until the employee is current.

6.03 The Employer's obligation to make such deductions shall terminate automatically upon termination of the employment of the employee who signed the authorization or upon his transfer to a job with the Employer not covered by this Agreement, or upon his layoff from work or upon his absence due to an unpaid approved leave. Such deduction shall be resumed if an employee who is on layoff status is recalled, or an employee who is on an approved unpaid leave of absence returns to work, or an employee transferred to a job not covered by this Agreement is later transferred to a job covered by this Agreement or a job to which an employee has been transferred becomes covered by this Agreement.

6.04 Deductions provided in this Article shall be transmitted to the Controller of Ohio Council 8 no later than the tenth (10th) day following the pay dues are deducted. The Employer will furnish together with its check for union dues, an alphabetical list by job classification of all employees who are members of the Union whose dues have been deducted showing the deductions and the employee's social security number. For fair share fee payers who are not members of the Union, their social security numbers cannot be released per Ashland County Prosecutor's Opinion 2002-47-CIV unless those employees sign a release authorizing the inclusion of their social security numbers. A copy shall be submitted to the Ohio Council 8 Akron Regional office and the local union at the same time.

6.05 All employees hired on and/or after July 1, 1996, who do not become members in good standing of the Union, shall pay a fair share fee to the Union, effective sixty-one (61) days from the employee's date of hire. The fair share fee amount shall be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees shall be made in accordance with regular dues deductions as provided herein, and employees, who are not members of the Union, are required as a condition of employment, to pay the fair share fees. A separate listing of those employees paying the fair share fee shall be submitted to the Union along with the check for the fair share fees, in accordance with Section 4 of this Article. As per Ashland county Prosecutor's Opinion 2002-47-CIV, said listing shall not include the fair share fee payers social security numbers unless those employees sign a release authorizing the inclusion of their social security numbers on the list provided to the Union.

Any employee, as defined in paragraph 1, of this Article, who fails to meet the requirements of this Article, shall not be retained in the employ of the Employer, provided the Union had notified the Employer and the employee in writing, by certified mail, of such default and said employee shall have failed to remedy the same within ten (10) days after receipt of such notice.

6.06 The Union hereby agrees to indemnify the Employer from any and all claims, suits, and judgments and other forms of liability, including all costs of proceedings, arising out of the Employer's agreement with the Union contained in this Article.

6.07 The fair-share fee requirement shall apply to all employees including those identified in a memorandum of understanding on agency fees/fair-share executed on behalf of the Employer and Union, except, if during the term of this Agreement any said excluded employee executes a voluntary dues deduction authorization request, in which case, the dues deduction provision, above, applies.

ARTICLE VII NON-DISCRIMINATION

7.01 Neither the Employer nor the Union shall discriminate against any employee(s) on the basis of race, color, creed, national origin, age, sex, disability or handicap.

7.02 The Employer and Union expressly agree that membership in the Union is at the option of the employee and that they will not discriminate with respect to membership and non-membership.

ARTICLE VIII PROBATIONARY PERIOD

8.01 All new employees will be required to serve a probationary period of one hundred and eighty (180) calendar days. During such period, the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through

any grievance or appeal procedure contained herein, to the State Personnel Board of Review or to any Civil Service Commission. Upon completion of the probationary period employees shall be considered permanent. The Employer and Union agree that probationary periods for new hires may be extended by mutual agreement and with agreement by the affected employee. Such extension of a probationary period will not exceed ninety (90) calendar days.

8.02 All newly promoted, voluntarily demoted or laterally transferred employees in a position obtained through a vacancy (collectively “transferred employees”) will be required to serve a probationary period of one hundred eighty (180) calendar days. During this period, the Employer shall have the discretion to demote or return such employee(s) to his previous position and any such demotion, return or transfer shall not be appealable through any grievance or appeal procedure contained herein, to the State Personnel Board of Review or to any Civil Service Commission. During such probationary period, the transferred employee may, at the employee’s request and with the approval of the Employer, be returned to the employee’s prior position within thirty (30) calendar days of the transfer without serving another probationary period upon return.

In the event of a probationary return or reduction, the employee will be returned to the same or similar position. In the event the employee is returned to a similar position in a higher pay range, the employee shall receive the higher pay. Otherwise, the employee’s wage upon return or reduction will be the same that the employee was earning prior to the promotion or transfer, plus any supplements that may have occurred to which the employee would have been entitled to in the prior position. The promotion, demotion or lateral transfer probationary period shall commence at the time the employee is moved into the new position. The Employer and Union agree that probationary periods for transferred employees may be extended by mutual agreement and with agreement by the affected employee. Such extension of a probationary period will not exceed ninety (90) calendar days.

8.03 If any employee is discharged or quits while on probation and is later rehired, he shall be considered a new employee and shall be subject to the provisions of paragraph .01, above.

ARTICLE IX

LABOR/MANAGEMENT COMMITTEE

9.01 In the interest of sound labor/management relations, once each quarter on a specifically designated day and time, the Director and/or his designee(s) shall meet with not more than three (3) representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship. By mutual agreement of labor and management, the quarterly meetings outlined in this section may be waived if there are no relevant issues for discussion.

9.02 An agenda will be furnished by the party requesting the meeting at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

- a. Discuss the administration of this Agreement;
- b. Notify the Union of changes made by the Director which affect bargaining unit members of the Union;
- c. Discuss grievances which have not been processed beyond the Director's step of the grievance procedure, providing such discussions are mutually agreed to by the parties;
- d. Disseminate general information of interest to the parties;
- e. Discuss ways to increase productivity and improving efficiency;
- f. To consider and discuss health and safety matters relating to employees;
- g. To consider recommendations for changes from the Union in the Personnel Policy Manual; and

9.03 It is further agreed that if special labor/management meetings have been requested in writing, and mutually agreed upon, they shall be convened as soon as feasible. The labor/management meetings shall be conducted during the workday and up to two (2) union representatives that attend the labor/management meetings shall not suffer a loss in pay.

9.04 The Employer and Union agree that matters of Union security, including Union protection in case of successorship, shall be proper items for the agendas of the Labor/Management Committee established pursuant to this Article.

9.05 The recommendations of the Committee shall be advisory only and non-binding upon the parties.

ARTICLE X **EMPLOYEE RIGHTS/ CORRECTIVE ACTION**

10.01 Employees may be disciplined, suspended or discharged only for just cause.

10.02 Any discipline against an employee must be taken within ninety calendar days of the action that initiated disciplinary action and/or from when the Employer is made aware of the incident. In the event that the Employer needs more time, a request stating such shall be submitted to the Union and such request shall not be unreasonably denied by the Union.

10.03 An employee shall have the right of a union representative at any or all steps of the disciplinary process for the purpose of resolving any dispute. The Employer shall notify the Union representative or Steward so that they may be present during any step of the disciplinary process. With regards to counseling sessions, counseling sessions shall be conducted on a one on one basis. In the event that there is more than one management representative present during

a counseling session, the employee shall be entitled an equal number of persons present on their behalf. At any time during a counseling session wherein an employee is concerned that possible discipline may result, the employee may ask that the counseling session be rescheduled so that the employee may have a union representative present.

10.04 Any records of disciplinary action taken against an employee shall expire and not be used against the employee for the purpose of future disciplinary action, providing there has not been intervening disciplinary action against the employee during the specified time period, which is as follows:

Instruction and Cautioning	-	6 months
Written Reprimand	-	12 months
Short Term Suspensions (5 days or less)	-	24 months
Long Term suspensions (More than 5 days)	-	36 months

If there has been no intervening disciplinary action then said notations shall be removed from an employee's personnel file, upon written request from the employee. Said requests shall be directed to the attention of the Director of Job and Family Services. All removed disciplinary actions shall be maintained in accordance with Ohio public records laws pertaining to the preservation of public documents.

10.05 All notices dealing with discipline shall state the type and amount of discipline imposed and all the reasons for the disciplinary action taken. The employee and union shall receive a copy of any written disciplinary action at the time of the discipline.

10.06 In imposing disciplinary action, the Employer agrees to follow a progressive disciplinary process when initiating discipline against an employee, however, the Employer may suspend or discharge an employee depending upon the circumstances of each case.

10.07 It is important that employee complaints regarding suspensions and/or discharge be handled promptly, therefore, such disciplinary action shall be initiated at Step 2 of the Grievance Procedure.

10.08 Upon request to the Employer, an employee may review his personnel file. An employee may have a representative of the Union present when reviewing his file. The Employer may also have a representative present. A request for copies of items included in the file shall be honored at the expense of the employee at the normal rate of copy charges. Confidential information shall not be disclosed to any employees of the Department with the exception of the Director or his designee.

10.09 If a complaint is investigated and placed in the employee's personnel file, it shall be marked with respect to final disposition. The employee shall be notified as to the final disposition of the complaint against the employee.

10.10 Employees who resign or retire from employment with the Employer shall notify the Director at least two (2) weeks in advance, unless otherwise authorized by the Director. Employees who retire from employment with the Employer shall provide notification to the Director at least thirty (30) calendar days in advance of their proposed retirement date. Discretionary leave that has not already been approved by the Employer shall not be approved for any Employee who has notified the Employer of their intent to resign, retire, or otherwise terminate employment absent exigent circumstances.

ARTICLE XI **VACANCIES AND JOB POSTINGS**

11.01 The parties agree that all appointments to positions covered by this Agreement, other than original appointments, shall be filled in accordance with this Article.

11.02 Whenever the Director determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the employee and union bulletin board for five (5) working days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Director. The Director shall not be obligated to consider any applications submitted after the posting date or who do not meet the minimum qualifications for the job. Only employees who have successfully completed their probationary period in their current position are eligible to apply for vacant positions.

11.03 Nothing in this Article shall be construed to limit or prevent the Director from temporarily filling a vacant position pending the Director's determination to fill the vacancy on a permanent basis. The temporarily filling of a vacant position shall not exceed ninety (90) calendar days. If an employee is temporarily filling a position which is a higher rated classification, the employee is entitled to a five percent (5%) increase on their adjusted base rate, or the starting rate of the higher classification, whichever is greater.

11.04 After each such posting period, if no employee bids or the Director determines that there is no employee "best suited" as determined by the Director, then the Director may also accept and consider applications from any other applicant for the vacancy from outside the bargaining unit.

11.05 All timely-filed applications shall be reviewed by the Director considering the following criteria in order of importance: qualifications, previous job performance, education and disciplinary record. In the event two or more applicants are equally rated under the above criteria, then the selection shall be based upon seniority.

11.06 Once the selection has been made the Director or designee will notify all applicants from within the bargaining unit of the selection within ten (10) days.

ARTICLE XII LAY-OFF AND RECALL

12.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its workforce, within specific cost pools or divisions, such reduction shall be made in accordance with the provisions hereinafter set forth.

12.02 Employees within effected job titles shall be laid off according to their relative agency seniority with the least senior being laid off first, provided that all students, temporary, seasonal, casual part-time, probationary and then regular part-time employees within the effected job title(s), within the bargaining unit, are laid off first in the above respective order.

12.03 Employees who are laid off from one job title covered by this Agreement may displace (bump) another employee with lesser seniority in the laid off employee's previously held position or in a lower rated job title within the same classification series as set forth in Schedule B. All bumping rights contained in this Article apply only to other bargaining unit positions. The Employer shall allow bumping across cost pools for laid off employees.

12.04 Employees who are displaced (bumped) by a more senior employee shall be able to displace (bump) another employee with lesser seniority in a lower rated job title pursuant to the provision of paragraph 12.03, above.

12.05 In all cases where one employee is exercising his seniority to displace (bump) another employee, his right to displace (bump) into another job title is subject to the conditions that he is qualified for the position (including possessing all state mandated training) and able to perform the functions and duties of the position to which he is attempting to displace (bump) into.

12.06 At the end of the displacing (bumping) process, the employee who is displaced (bumped) and unable to displace another employee pursuant to the above provision, shall be laid off.

12.07 Recalls shall be in the inverse order of lay-off and a laid off employee shall retain his right to recall for two (2) years from the date of his lay-off.

12.08 Notice of recall shall be sent to the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report to work within three (3) days from the date the Employer mails the recall notice, shall be considered to have resigned his position and forfeits all rights to employment with the Employer.

12.09 Employee(s) scheduled for lay-off shall be given a minimum of fourteen (14) calendar days advance notice of lay-off. The parties agree that upon receipt of a lay-off notice by an employee(s), the Union may propose written alternatives/suggestions in lieu of the layoff(s). Such written alternatives/suggestions must be submitted to the Director of the Ashland County Department of Job and Family Services.

If the Union requests a meeting, such informal meeting will be granted provided the request for the meeting and the written alternatives are submitted in a reasonable and prompt time prior to the scheduled lay-off. Any meeting which is conducted to discuss the proposed alternatives/suggestions shall be advisory only and will not impose any obligation on the Employer to accept or act upon a proposed alternative/suggestion.

ARTICLE XIII SICK LEAVE

13.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; 3) for attendance to medical, optical, auditory and dental examinations for the employee or his immediate family; and/or 4) serious illness, injury or death in the employee's immediate family.

13.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours paid (excluding OT) and may accumulate such sick leave to an unlimited amount. Employees having prior service with the state, or any other political subdivision of the state, may transfer any unused sick leave balance to the Ashland County Department of Job and Family Services. The Employee will need to request written verification from their former employer as to the amount of sick leave balance to be transferred. Upon receipt of that proof, the Employer will credit that prior sick leave credit to the Employee's sick leave balance.

13.03 An employee who is to be absent on sick leave shall personally notify their immediate supervisor of such absence and the reason therefore each day he is to be absent, no earlier than the start of his shift and no later than fifteen (15) minutes after the start time of his shift. If the employee's immediate supervisor is not available to take the call, employees are required to leave a message on their supervisor's voice mail. If a call is not returned to them no later than fifteen (15) minutes after the start time of the shift, employees are required to notify human resources or the Director. In exigent circumstances, employees shall notify their immediate supervisor, human resources or the Director (in this order) at such time as practical. If an employee must call in prior to the start of their shift and a voice mail is left for their immediate supervisor, the employee must call back as soon as possible and speak directly with their immediate supervisor, human resources or the Director. In the event an employee is hospitalized and unable to notify the Employer of an absence, then a member of the employee's immediate family or the employee's doctor may notify the Employer as to the reason for the employee's absence.

13.04 The minimum amount of sick leave that can be utilized for each occurrence is one half (1/2) hour. After the initial one half (1/2) hour, sick leave may be utilized in increments of one fourth (1/4) hour. (i.e., three fourths (3/4) hour, one and one fourth (1 1/4) hour, two and three fourths (2 3/4) hour, etc.)

13.05 Before an absence may be charged against accumulated sick leave, the Director or designee may require proof of illness, injury or death, or may require the employee to be examined by a physician designated and paid by the Employer. In any event, an employee absent

for more than three (3) consecutive days must supply a physician's excuse from work to be eligible for paid sick leave. Proof of absence for attendance to medical, dental, auditory or optical examinations for the employee or their immediate family is required before leave is charged against accumulated sick leave. Said proof of absence may be in the form of a doctor's receipt, doctor's statement, proof of appointment, absence from or return to work slip, or other similar and valid documentation.

13.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Director finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay. An employee on approved sick leave from the Employer may not participate in any other outside employment during normally scheduled work hours or the employee's leave shall be cancelled, considered unauthorized leave and shall be without pay.

13.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

The following are potential examples of sick leave abuse; however, this is not an exhaustive list: Failure to notify a supervisor of absences, failure to follow proper leave procedures, failure to provide physician's verification when requested or where required, any presentation of or reference to fraudulent documentation to secure time off, absences that create a pattern, maintaining low sick leave balances, excessive/frequent sick leave usage (not including Family Medical Leave Act leave).

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

13.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include exclusively the employee's spouse, child or stepchild, parent or stepparent, brother, sister, grandchild or grandparent or where the employee is a legal guardian or legal custodian over another individual.

13.10 Paid Funeral Leave. In the event of a death in the immediately family, the employee shall receive up to three (3) consecutive days of paid funeral leave, not deducted from sick leave. "Immediate family" under this provision shall include only the employee's spouse, child or stepchild, parent or stepparent, grandparent, siblings, or grandchild or an individual for whom the employee was the legal guardian or legal custodian. After expiration of paid funeral leave, the employee may then utilize sick leave up to an additional two (2) days as set forth in Section 13.01 for death of an immediate family member as defined herein.

In the event of a death of an uncle, aunt, parent-in-law, sibling-in-law, son or daughter-in-law, or a spouse's grandparent, the employee shall receive one (1) day of paid

funeral leave, not deducted from sick leave, for the purpose of attending the funeral or memorial service. After expiration of the one day paid funeral leave, the employee may then utilize sick leave up to an additional two (2) days as set forth in Section 13.01 for death of an immediate family member as defined herein.

13.11 Sick Leave Conversion Upon Retirement. Upon the retirement of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for and is eligible to begin receiving retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-fourth (1/4) the total number of accumulated but unused sick hours earned by the employee, as certified by the Director or his designee, providing that such resulting number of hours to be paid shall not exceed one-fourth (1/4) the employee unused sick leave not to exceed 300 hours. To receive this benefit, the employee must be qualified to begin receiving retirement benefits at the time of said retirement by virtue of qualifying age and service credit under the applicable retirement system. An employee who has sufficient time to be vested in the retirement system, but who is not yet eligible to begin receiving retirement benefits, does not qualify for the cash payment of a portion of their unused sick leave as specified in this section.

13.12 Sick Leave Incentive Program. All full-time employees in an active pay status who utilize zero (0) sick leave in a ninety (90) calendar day period, excluding paid funeral leave, will be entitled to one (1) eight hour sick leave free day, with the option of either eight (8) hours paid time off or eight (8) hours pay at their regular rate of pay as of the day the sick leave free day was earned. Any day(s) that an employee is in an inactive pay (leaves and suspensions without pay) status will be excluded (not counted) when calculating the ninety (90) calendar day period, but will not result in the calculation period starting over. For calculation purposes, day one (1) starts the day after the last day in which any sick leave was used. The free day will be granted upon the timely submission by the employee of the required documentation. “Timely submission” shall mean thirty (30) working days after the sick leave free day is earned. For purposes of this provision, days the employee is on approved vacation, sick leave, or holidays do not count as working days for the calculation of timely submission “working days”. Failure to timely submit the required documentation shall result in a waiver/forfeiture of the sick leave free day.

The tracking of sick leave utilization for the purpose of the sick leave free day shall be the responsibility of the employee. Sick leave free days may be earned and utilized by all full-time bargaining unit employees regardless of probationary status or length of service. Maximum accumulation of paid time off under the sick leave incentive program shall not exceed thirty-two (32) hours. The minimum increment of a free day taken as paid time off that can be utilized for each occurrence is one-half (1/2) hour. After the initial one-half hour, an earned free day taken as paid time off may be utilized in increments of one-fourth (1/4) hour (i.e. three-fourths (3/4) hour, one and one fourth (1 1/4) hour, two and three fourths (2 3/4) hour, etc.).

The taking of free day leave by employees is subject to the work load requirements of the agency and may be denied if work load requirements so mandate. Employees must have prior approval before taking free day leave. Employees may not request to use free

day leave before it is granted and posted to their balance. New employees may use free day leave during their probationary period with supervisor approval. All sick leave incentive time earned under this provision shall not be paid out upon separation from employment.

ARTICLE XIV UNPAID LEAVES OF ABSENCE

14.01 All unpaid leaves of absence and any extensions thereof must be applied for in writing by the employee on a form provided by the Employer. The Director shall have sole discretion in approving or denying such request for an unpaid leave of absence. Any request for a leave of absence will be answered in writing by the Director or his designee and the reason for any denial will be given. An approved copy of any leave of absence granted under this Article will be furnished to the employee.

14.02 An employee, upon request, may return to work prior to the expiration of any leave of absence only if such early return is agreed to by the Employer. Any employee who has been on any type of leave herein shall, at the request of the Employer, submit a medical certificate indicating fitness to return to duty.

14.03 During any leave of absence an employee shall continue to accrue seniority but shall not receive any compensation or benefits under this Agreement.

14.04 Upon returning from leave, the employee will be returned to the job classification which he formerly held at the current rate of pay.

14.05 Leaves of absence under this Article shall be limited to a period of ninety (90) calendar days. Such leaves of absence may be extended at the sole discretion of the Director for an additional ninety (90) days, but in no case will any employee be permitted to exceed six (6) months continuous leave under this Article.

ARTICLE XV FAMILY AND MEDICAL LEAVE ACT

15.01 The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993, and any subsequent amendments.

ARTICLE XVI JURY AND COURT TIME

16.01 During regular working hours employees will be given time off without loss of pay when performing jury duty, when subpoenaed to appear before court, public body or commission in connection with County JFS business. An employee released from jury duty prior to the end of a scheduled work day shall be required to return to work for the remaining hours providing at least two (2) hours of work remain. Employees will not be paid when appearing in court for criminal or civil cases when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, juvenile, etc., or in proceedings against the Employer. A notice confirming court appearance shall be required and

should be submitted to the employee's supervisor immediately. Compensation received shall be turned into the Employer and documented.

ARTICLE XVII MILITARY LEAVE

17.01 An employee who is a member of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia or other reserve components of the Armed Forces of the United States is entitled to leave of absence, without loss of pay, while on active duty or field training for periods not to exceed a total of 31 calendar days (176 work hours, or 22 work days) in any one calendar year. Compensation received shall be surrendered to the Employer up to the amount of his salary.

17.02 An employee entering military service any time after completion of his probationary period will be granted military leave without pay for the duration of service. Upon return to civilian status the employee may resume the same or a similar position on the condition that a satisfactory discharge was given and request is made within ninety (90) days of separation from military service.

ARTICLE XVIII HOLIDAYS

18.01 All full-time employees shall receive the following eleven (11) paid holidays per year.

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Day After Thanksgiving
	Christmas Day

18.02 A holiday falling on Sunday will be observed on the following Monday, and a holiday falling on Saturday will be observed on the preceding Friday.

18.03 If a holiday occurs during a period of prior approved paid sick leave, personal leave, free day leave or vacation leave, the employee will draw normal pay and will not be charged for sick leave, personal leave, free day leave or vacation leave.

18.04 In order to receive the holiday, the employee must work his last regularly scheduled workday before the holiday and first scheduled workday after the holiday. If the employee is on sick leave either of those days, he/she may be required to provide a doctor's excuse, upon return to work. Said proof of absence may be in the form of a doctor's receipt, doctor's statement, proof of appointment, absence from or return to work slip, or other similar and valid documentation. If a holiday falls within an approved vacation period, or while on personal leave, the employee will be eligible for the paid holiday. An employee in any type of leave without pay status will not be eligible to receive the paid holiday.

18.05 All full-time employees shall be granted four (4) personal leave days to be used from July 1st through June 30th of each year. Newly hired employees with a start day between July 1st and September 30th of each year shall also be granted four (4) personal leave days (32 hours) to be used by June 30th of their first year. Newly hired employees with a start date between October 1st and December 31st of each year shall be granted three (3) personal leave days (24 hours) to be used by June 30th of their first year. Newly hired employees with a start date between January 1st and March 31st of each year shall be granted two (2) personal leave days (16 hours) to be used by June 30th of their first year. Newly hired employees with a start date between April 1st and June 15th each year shall be granted one (1) personal leave day (8 hours) to be used by June 30th of their first year. The taking of personal leave by employees is subject to the work load requirements of the agency and may be denied if work load requirements so mandate. Employees must have prior approval before taking personal leave. Employees may not request to use personal leave before it is granted and posted to their balance. New employees may use personal leave during their probationary period with supervisor approval.

18.06 The minimum amount of personal leave that can be utilized for each occurrence is one half (1/2) hour. After the initial one half (1/2) hour, personal leave may be utilized in increments of one fourth (1/4) hour. (i.e., three fourths (3/4) hour, one and one fourth (1 1/4) hour, two and three fourths (2 3/4) hour, etc.).

18.07 Up to sixteen (16) hours of unused personal leave may be converted to pay each contract year and will be paid out by the last pay period in July each year at the employee’s rate of pay on June 30th of the contract year in which the personal leave was granted.

ARTICLE XIX VACATIONS

19.01 All full-time employees shall receive vacation based upon length of service. The schedule for accrual of vacation leave is as follows:

<u>Upon completion of:</u>	<u>Accrual Rate/ Biweekly Period</u>	<u>Maximum Weeks</u>
One (1) year	3.1 hours	2 weeks
Eight (8) years	4.6 hours	3 weeks
Fifteen (15) years	6.2 hours	4 weeks
Twenty-five (25) years	7.7 hours	5 weeks

19.02 After the first year of full-time employment, an employee receives eighty (80) hours of vacation credit. After this first year of employment employees accrue vacation credit each bi-weekly pay period according to the above schedule. All vacation leave must be approved in advance by the Director or his designee. Employees may not request to use vacation leave until earned and posted to their vacation leave balance.

19.03 Employees may not accrue more than the specified hours of vacation except as otherwise provided in this Article. The minimum amount of vacation time that can be utilized for each occurrence is one half (1/2) hour. After the initial one half (1/2) hour, vacation time may be utilized in increments of one fourth (1/4) hour. (i.e., three fourths (3/4) hour, one and one fourth (1 1/4) hour, two and three fourths (2 3/4) hour, etc.).

19.04 Requests for time off for eight (8) hours or less may be approved within the working day submitted. Vacation requests of more than eight (8) hours up to forty (40) hours leave must be made with a minimum of one (1) week advance notice. Vacation requests of more than forty (40) hours must be made with a minimum two (2) weeks advance notice. The Employer may deny vacation requests in order to meet agency needs.

From January 2 through January 10 each year, employees may submit to the Employer requests for up to forty (40) hours leave for vacation that requires the employee to make arrangement months prior to an event. (For example, an employee must make airline reservations, or reserve accommodations prior to a scheduled event). Employees may make this request only if they have sufficient vacation leave earned and posted to their vacation leave balance at the time of the request. The Employer will either approve or deny the employee's request for vacation leave that is made January 2nd through the 10th either on or before January 31st each year. Any request for vacation leave submitted after January 10th will be considered by the Employer but will not be given priority over those timely submitted by other employees. The Employer will post these approved requests by February 10th each year. Requested blocks of time defined as between 22-40 hours, will be given preference over individual days of vacation leave under this provision when timely submitted. Once the vacation leave is granted under this provisions, such vacation leave shall be locked and cannot be rescinded or modified absent the written approval and in the sole discretion of the Director or designee.

19.05 Employees hired on or after July 1, 1996 who have accumulated "Years of Service" due to prior employment with Ashland County or at other county Department of Job & Family Service (DJFS), Public Children Services (PCSA) or Child Support Enforcement (CSEA) agencies may be permitted to transfer the total accumulated "Years of Service" to the Ashland County DJFS for purposes of vacation accrual.

"Years of Service" is defined as the employee's whole years of continuous service to the Ashland County DJFS as of the Employee's date of hire. One whole year of service is equivalent to twenty-six (26) consecutive bi-weekly pay periods.

19.06 Employees shall be permitted to carry over vacation leave into the succeeding contract year, two (2) years of vacation accrual, up to a maximum of ten (10) weeks. (i.e., if earning five (5) weeks, employees can carry over ten (10) weeks; if earning four (4) weeks, employees can carry over eight (8) weeks; if earning three (3) weeks, employees can carry over six (6) weeks; if earning two (2) weeks, employees can carry over four (4) weeks). All other vacation time not used within the contract year shall be deemed forfeited.

ARTICLE XX

WORKDAY AND WORKWEEK

20.01 Effective July 30, 2012, The normal workweek for regular full-time employees shall be forty (40) hours inclusive of a daily thirty (30) minute paid lunch break. Paid lunch breaks shall not count as hours worked for purposes of calculating overtime. Lunch break must be taken between the hours of 11:30 a.m. and 1:30 p.m. To ensure proper coverage, the unit supervisor or designee shall approve lunch schedules. Employees must work at least thirty (30) minutes prior to and after lunch to receive a paid lunch. The above schedule may be modified by the Employer for operational needs and with prior notice to the Union. All employees are expected to have prompt and regular attendance.

20.02 Effective July 30, 2012, the normal Agency operating hours are 7:30 a.m. - 4:30 p.m. Monday, through Friday. Employees shall be permitted to work a flexible schedule within these hours and each individual unit shall be required to submit a biweekly schedule that provides coverage for all operating hours. The unit supervisor or designee shall approve said schedule. Employees will be required to adhere to the schedule submitted or be subject to disciplinary action. Nothing contained herein shall be construed to allow employees to arrive late or leave work early without proper authorization.

20.03 The normal workweek for regular part-time employees will be established by the Employer in order to meet the needs of the agency. The Employer will give monthly schedules to regular part-time employees but reserves the right to modify such schedules to meet the needs of the agency.

20.04 With the approval of their supervisor or designee, employees may work between the hours of 7:15 a.m. to 6:15 p.m. to meet the needs of their clients. Pursuant to Ohio Revised Code, Section 329.023, the Employer may require employees to work outside of Agency operating hours to meet the needs of the clients.

20.05 All employees will be required to punch a time clock to be provided in work locations by the Employer, upon commencement and termination of the work day, as well as for the lunch break, unless the employee is off site, at which time a form prescribed by the Employer shall be completed.

20.06 Employees will be required to use the time clock when attending training or on approved travel. Employees attending training during lunch should observe the lunch period allowed at the training they are attending.

20.07 Employees must punch or register their own time card. Employees that are found checking, handling, or punching another employee's time card will be subject to disciplinary action.

20.08 Employees leaving on authorized leave will be required to have their supervisor initial their time card before clocking out. Employees returning from authorized leave will be required to have their supervisor initial their time card after they have clocked in. If the employee's immediate supervisor is not available, another supervisor or administrator can initial the time card.

ARTICLE XXI **WAGES**

21.01 Current employees shall receive compensation increases to their adjusted base rate (excludes longevity) as follows:

Effective July 9, 2012	3.0%	Effective July 1, 2013	3.0%
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21.02 New hires shall be employed with a beginning rate of pay as set forth in Salary Schedule A. Salary Schedule A is effective July 1, 2012. The Employer reserves the right to hire a new employee granting up to 5% more than the rates listed in Salary Schedule A. The granting or denying the additional wage as set forth in this paragraph is non-grievable and non-appealable.

21.03 Upon promotion, an employee will be given a flat five percent (5%) increase on the employee's adjusted base rate (excludes longevity). In the event that the five percent (5%) increase does not equal the starting rate of the higher classification, then the starting rate of the higher classification shall apply.

21.04 In the event of a demotion, including layoffs, which is approved by the Employer, the employee will receive a flat five percent (5%) decrease or reduction on their adjusted base rate (excludes longevity) of pay or be paid at the same rate as the highest paid employee in that lower classification, whichever is lower.

ARTICLE XXII **OVERTIME PAY**

22.01 All employees when performing assigned overtime work will be entitled to receive pay at the rate of one and one-half (1 1/2) times their regular hourly rate for all hours actually worked in excess of forty (40) hours in any week. For purposes of computing overtime, "hours worked" shall include hours that the employee is actually in work status and is eligible to receive pay, but does not include holiday time, personal leave, vacation, paid lunch breaks, free days or sick leave. There shall be no pyramiding of overtime payments.

ARTICLE XXIII **LONGEVITY**

23.01 Longevity shall be paid after five (5) years of completed service, and increased after ten (10) years, fifteen (15) years, twenty (20) years and twenty-five (25) years of completed service as specified in Section 23.02.

23.02 The longevity amount to be added to the employees adjusted base rate based on their years of completed service shall be as follows for the term of this Agreement.

24.09 If a county vehicle is provided, the employee may be permitted by the Director to take the vehicle home the day preceding the job related business or conference.

ARTICLE XXV INSURANCE

25.01 Employees shall continue to pay the employee portion of premiums toward health care to the same extent as other County employees. The Employer reserves the right to change benefits or insurers providing the benefits are the same as other County employees. The Employer will provide a \$10,000 term life insurance policy for each employee. The Employer will also provide a prescription card program, a Health Care Reimbursement Account Option, and a Dependent Care Reimbursement Account Option if available and consistent with other county employees.

25.02 All employees shall be subject to a mandatory mail order process for maintenance drugs. An exception to the mandatory mail order for maintenance drugs will be made only in the event the employee can prove and establish normal pharmacy filled 30-day prescriptions are more economical over a ninety (90) day period.

ARTICLE XXVI SENIORITY

26.01 Seniority shall be defined as an employee's uninterrupted length of continuous employment, including any approved leave of absence with the Employer. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

26.02 An employee's seniority shall be terminated when one or more of the following occur:

- a) He resigns;
- b) He is discharged for just cause;
- c) He is laid-off for a period of time exceeding twenty-four (24) months;
- d) He retires;
- e) He fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority; such absence would be deemed a resignation;

- f) He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him;
- g) He refuses to recall or fails to report to work within three (3) working days from the day the Employer sends the employee a recall notice.

26.03 If two or more employees are hired or appointed on the same date, their relative seniority shall be determined by the drawing of lots.

26.04 The Employer shall provide a current seniority list to the Union upon request.

ARTICLE XXVII **HEADINGS**

27.01 It is understood and agreed that the use of headings before articles or sections is for convenience and identification only and that no heading shall be used in the interpretation of said article or section nor effect any interpretation of any article or section.

ARTICLE XXVII **GENDER AND PLURAL**

28.01 Whenever the context so requires, the use of words herein in the singular shall be construed to include the plural, and words in the plural, the singular, and words whether in the masculine or feminine gender shall be construed to include all of said genders. By the use of either the masculine or feminine genders it is understood that said use is for convenience purposes only and is not to be interpreted to be discriminatory by reason of sex.

ARTICLE XXIX **LEGISLATIVE APPROVAL**

29.01 It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by amendment of law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.

ARTICLE XXX **CONFORMITY TO LAW**

30.01 This Agreement shall be subject to and subordinated to any applicable present and future federal and state laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not affect the validity of the surviving provisions.

30.02 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts) renders any portion of this Agreement invalid or

unenforceable, such legislation or decision shall not affect the validity of the surviving provisions of this Agreement, which shall remain in full force and effect as if such invalid provision(s) thereof had not been included herein.

30.03 In the event a portion of this Agreement is rendered invalid, as set forth above, upon written notification of either party, the parties shall meet within thirty (30) days to negotiate a lawful alternative.

ARTICLE XXXI OBLIGATION TO NEGOTIATE

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

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

31.03 Only upon mutual agreement of the parties may any provision of this Agreement be re-negotiated during its term.

ARTICLE XXXII TOTAL AGREEMENT

32.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modifications or discontinuances being subject to any grievance or appeal procedure herein contained.

ARTICLE XXXIII DURATION

33.01 This Agreement shall become effective at 12:01 a.m. on, July 1, 2012, the date of its execution and shall continue in full force and effect, along with any amendments made and annexed hereto, until midnight, September 30, 2014.

ARTICLE XXXIV

UNION REPRESENTATION

34.01 Employees selected by the union to act as union representatives for the purpose of investigating and processing grievances under the Grievance Procedure and Arbitration Procedure of this Agreement shall be known as Stewards.

The union shall designate the area each Steward shall be permitted to represent.

34.02 There shall be a Grievance Committee comprised of the Union President and four (4) Stewards as set forth in Section 35.01 who may be permitted to investigate and process grievances during working hours without loss of pay, if such reasons for grievance investigation are brought to the Supervisor's attention and such time for investigation is approved by the Supervisor and the Director.

34.03 Upon notification and approval by the Director or his designee, Stewards shall be permitted to investigate and process grievances during working hours without loss of pay.

34.04 The Grievance Committee shall be permitted to meet with AFSCME Ohio Council 8 Representatives concerning provisions of this Agreement, during working time without loss of pay, if approved by the Director or his designee.

34.05 The Employer and the local union President and/or designee shall be permitted to meet with newly hired employees at the orientation process to review union matters and benefits contained in the contract.

34.06 The Union will notify the Employer of the names of Union Officers and Stewards. The Union will also notify the Employer of any changes that take place.

34.07 Union Leave. The Local Union President or Designee shall be permitted time off without loss of pay, up to a maximum of three (3) working days per contract year, to attend Union Conventions, Conferences, or Official Union Training. Said time off is subject to Employer approval and may be denied in order to meet agency needs. The Local Union President and/or designee will also be required to submit proof of their attendance at the applicable Union event to the Employer.

ARTICLE XXXV

GRIEVANCE PROCEDURE

35.01 The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement, nor those matters not covered by this Agreement. Should any grievance arise between the Employer and an employee or Employer and Union, such grievance shall be processed as described below:

Step 1:

An employee who has a grievance will take it up orally with his immediate supervisor with his steward present. The supervisor shall answer the employee's grievance within two (2) working days after the grievance is presented to him. A steward having an individual grievance in connection with his own work may ask for any member of the grievance committee to assist him in adjusting the grievance with his supervisor.

Step 2:

If the grievance is not satisfactorily settled at Step 1, the grievant may, within ten (10) working days after receipt of the Step 1 answer, have his grievance reduced to writing and filed by the Union with the Director on a Grievance Form setting forth the details of the grievance (namely, the facts upon which it is based, the time of occurrence, the relief or remedy requested, and the section or sections of this agreement alleged to have been violated), dated and signed by the employee and union representative. The Director or his designee shall meet with the steward and any designated members of the Grievance Committee, together with the employee's supervisor, to review the matter within ten (10) working days after the grievance has been filed and shall provide a written answer to the Grievance Committee, with a copy sent to the aggrieved employee within ten (10) working days after such meeting.

- (A) A policy grievance which affects all or a substantial group of employees and arising from the same event or set of facts may initially be presented by the Union itself at Step 2 of the Grievance Procedure.
- (B) Grievances involving the discharge of an employee, or any other running back-pay liability cases, may be brought initially at Step 2 of the Grievance Procedure.
- (C) The time limits provided for in this Article may be extended by mutual agreement of the Employer and the Union. "Working days" as used in this Article shall not include Saturdays, Sundays or Holidays. Any grievance not presented within the time limits of any step shall not thereafter be considered a grievance under this Agreement. Failure to provide a timely answer under any Step of the Grievance Procedure shall result in the grievance being forwarded to the next step of the procedure. Any disposition of a grievance between the Employer and the Union shall be final, conclusive, and binding on the employer, the Union and the employees. The union shall have the right to withdraw any grievances from the Grievance Procedure, and the withdrawal of any grievances shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievances.

Step 3:

If the grievance is not satisfactorily settled at Step 2, it may be submitted for arbitration upon request of the Union in accordance with Section .02 of this Article.

demotion or removal from service, notice of such discipline shall be made in writing and served on the employee personally or by registered or certified mail, return receipt requested. A copy will be forwarded to the Union.

36.06 Discipline shall not be implemented until either:

1. the matter is settled, or
2. the employee fails to file a grievance within the time frame provided by this procedure, or
3. A decision is rendered and discipline imposed after a pre-disciplinary conference before the Director or designee, or
4. the penalty is upheld by the arbitrator or a different penalty is determined by the arbitrator.

36.07 The Notice of Discipline served on the employee shall be accompanied by written statement that:

1. the employee has a right to object by filing a grievance within ten (10) working days of receipt of the Notice of Discipline;
2. the Grievance Procedure provides for a hearing by an independent arbitrator as its final step;
3. the employee is entitled to representation by a Union representative at every step of the proceeding;

36.08 If a grievance is filed and pursued within the time frames provided below, no penalty can be implemented, except as provided in paragraph .12, until the matter is settled or the arbitrator renders a determination.

36.09 The following administrative procedures shall apply to disciplinary actions:

- A. The Director or designee and the employee involved are encouraged to settle disciplinary matters informally. Each side shall extend a good faith effort to settle the matter at the earliest possible time. The Director is encouraged to hold an informal meeting with the employee for the purpose of discussing the matter prior to the formal presentation of written charges. The specific nature of the matter will be addressed, and the appointing authority may offer a proposed disciplinary penalty. The employee must be advised before meeting that she/he is entitled to representation by the Union or an attorney during the initial discussion.

- B. If a mutually agreeable settlement is not reached at this informal meeting the Director or designee will, within ten (10) working days, prepare a formal Notice of Discipline and present it to the employee, with a copy of the Notice of Discipline to the Union. If no informal meeting is held, the Director or designee may just prepare a Notice of Discipline and present it to the employee and the Union. The Notice of Discipline will include advice as to the employee's rights in the procedure, and the right of representation.
- C. Upon receipt of the Notice of Discipline, the employee may choose to accept the proposed discipline or to appeal by filing a grievance with the Director, pursuant to Step 2 of the Grievance Procedure. The appeal must be filed at Step 2 within ten (10) working days from receipt of the Notice of Discipline.
- D. Disciplinary actions involving no loss of pay or leave are grievable and appealable up to and including Step 2 of the Grievance Procedure, however, the decision of the Director or designee in such cases are final and are not arbitrable under the provisions of Section 35.02 of the Grievance Procedure.

36.10 A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the effected employee and Union. All subsequent appeal rights shall be deemed waived.

36.11 A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or a Union attorney as a representative. A settlement entered into by an employee or the Union on his behalf, shall be final and binding on all parties. The Union shall be notified of all settlements.

36.12 An employee may be suspended with pay at any time during the process by the Director, at its sole discretion. A suspension without pay may be imposed concurrent with or subsequent to the decision at Step 2 of the Grievance Procedure.

36.13 The Union on behalf of all the employees covered by this Agreement and its own behalf, hereby waives any and all rights previously possessed by such employees to civil service inquiry, or to appeal any form of disciplinary action (e.g. suspensions, demotion or discharge) to any Civil Service Commission.

ARTICLE XXXVII **MISCELLANEOUS**

37.01 The Union and Employer agree that Sections 124.01 through 124.56 of the O.R.C. do not apply to employees in the bargaining unit and are superseded by this Agreement. The parties agree that the Ohio Department of Administrative Services and the State Personnel Board

of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit. Additionally, the Employer has the right to affix starting qualifications of original appointees which may or may not conflict with the State's minimum qualifications.

37.02 The Union and the Employer agree that for purposes of this Agreement the provisions of the O.R.C. pertaining to personnel and payroll reporting requirements to the Ohio Department of Administrative Services do not apply to bargaining employees.

37.03 Regular part-time employees shall only be entitled to accrue sick leave, on a pro-rata basis as set forth in this Agreement and four (4) hours of holiday pay if eligible as set forth in this Agreement, and shall not be entitled to any other fringe benefits under this Agreement.

37.04 The Employer shall provide a bulletin board at the employee's entrance for use solely by the Union. The bulletin board shall be used for posting Union literature and Union information.

37.05 The Employer agrees that to the extent practicable it shall notify the Union five (5) days prior to the implementation of any revised work rules or policies.

37.06 The Employer will make reasonable provisions for the safety and health of the employees on the Employer's premises during hours of employment. Alleged unsafe and/or unhealthy conditions that are brought to the attention of the Employer will be corrected as soon as practicable.

37.07 All employees are subject to the Ashland County Driver Eligibility Guidelines. Decisions of the Ashland County Eligibility Guidelines are subject to the Grievance Procedure but not subject to the resolution/grievance procedures contained in the Guidelines.

37.08 The parties have agreed to a non-precedent setting agreement in order to provide flexibility in providing coverage in the event of any absence. The parties agree to allow other bargaining unit employees to "fill-in" for the Support Position(s) during the absence. In the event none of the bargaining unit employees are available, the Employer may assign a non-bargaining unit employee to fill-in. The parties agree this assignment shall not establish a practice, nor shall the position covered be claimed as a non-bargaining unit position because of such assignment.

37.09 Bargaining Unit employees are eligible for the Ashland County Injury Leave/Wage Continuation Policy as long as it is offered by the County.

37.10 Unless otherwise specifically set forth in this Agreement, "year" shall mean and be construed as a contract year which is July 1, 2012 through June 30, 2013 and July 1, 2013 through September 30, 2014.

37.11 In the event of exigent circumstances such as inclement weather or an unforeseen incident or occurrence that will delay or prevent an employee's timely arrival at work, the employee, upon notice prior to the start of their shift to their supervisor and with subsequent

approval by administration, may be permitted to use appropriate leave. Such employee will not suffer a loss in pay or corrective action as a result of not arriving at work that day or arriving at work after the start of the work shift when such leave is granted. The denial of this leave shall be grievable directly at and only to Step 2 (Director's level) but shall not be arbitrable.

ARTICLE XXXVIII **DRUG AND ALCOHOL POLICY**

38.01 All employees are subject to the Drug and Alcohol Policy of the Ashland County Department of Job & Family Services as set forth in the Personnel Policy Manual.

ARTICLE XXXVIX **P.E.O.P.L.E. DEDUCTION**

39.01 The Employer agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Controller of AFSCME Ohio Council 8 pursuant to an authorization card attached hereto as Appendix "A," no later than the tenth (10th) day following deductions. The Union shall be furnished an alphabetical listing of employees having political deductions made at the time the contributions are submitted to the Union, and an updated list shall be provided to the Union annually.

ARTICLE XL EXECUTION

40.01 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 12th day of July, 2012.

FOR THE UNION:

FOR THE EMPLOYER:

Shelly L. Wood
Micky B. - President
Jennifer Wilson - Vice President

Chattanooga
Vern Edwards
Bob Quinn
Michael E. Walker

SCHEDULE A

NEW HIRE WAGE RATES

Title	Pay Range	Entry Level 2012	Entry Level 2013
ACCOUNT CLERK 1	2	\$10.08	\$10.38
ACCOUNT CLERK 2	6	\$10.77	\$11.09
CLERICAL SPECIALIST 2	4	\$10.25	\$10.56
CHILD SUPPORT CASE MGR	8	\$11.36	\$11.70
ELIGIBILITY REF. SPEC. 2	12	\$12.13	\$12.49
EMP SERV COUNS	10	\$12.03	\$12.39
EMP SERV SPEC 1	6	\$10.77	\$11.09
INVESTIGATOR 2	14	\$12.79	\$13.17
MAINT REP WKR 1	2	\$10.08	\$10.38
QUALITY CONTROL REVIEWER	14	\$12.79	\$13.17
VEHICLE OPR 1	2	\$10.08	\$10.38

SCHEDULE B

CLASSIFICATION SCHEDULE

The following shall constitute classification series:

<u>Support/Clerical Group</u>	<u>Pay Range</u>
Account Clerk 2	6
Clerical Specialist 2	4
Account Clerk 1	2
<u>Family Stability/IM Group</u>	<u>Pay Range</u>
Investigator 2	14
Quality Control Reviewer	14
Eligibility Referral Specialist 2	12
<u>Child Support Group</u>	<u>Pay Range</u>
Quality Control Reviewer	14
Child Support Case Manager	8
<u>Workforce Group</u>	<u>Pay Range</u>
Employment Services Counselor	10
Employment Services Specialist 1	6
<u>Maintenance/Transportation Group</u>	<u>Pay Range</u>
Maintenance Repair Worker 1	2
Vehicle Operator 1	2

APPENDIX C

EMPLOYEE RIGHTS

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY PROPOSED DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, you agree to the proposed discipline, you may simply sign the Appeal/Acceptance Form (Appendix D) to note your agreement, and return it to your Employer.

If you disagree with the discipline, you should state your reasons in writing in the space provided on the Appeal/Acceptance Form (Appendix D), and return the form to your Employer within 10 working days of receipt of the Notice of Discipline.

RIGHTS

1. You are entitled to representation by the Union, to represent you at each step of this procedure.
2. You have the right to object to the proposed discipline by filing a disciplinary grievance within 10 working days of receipt of the proposed discipline with your Employer for disciplinary actions as set forth in Section 36.09(D). Only disciplinary actions involving a working suspension with the consent of the Employee (forfeiture of leave i.e. vacation) or unpaid suspension may be arbitrated.
3. If you file your objections, the Director or designee will hold a formal meeting within 10 working days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Director will report his/her decision within 10 working days following the close of the hearing.
5. You will have 10 working days after receipt of the Director's decision in which to appeal pursuant to the Arbitration Procedure provided the disciplinary action involves a working suspension with the consent of the Employee (forfeiture of leave i.e. vacation) or unpaid suspension.
6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least 10 working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.
7. The cost of the arbitrator will be paid by the losing party.

8. You have the right to resign following the service of the Notice of Discipline. Any such resignation shall be processed in accordance with the terms of the Agreement and your employment shall be terminated.

