

**STATE OF OHIO  
BEFORE THE STATE EMPLOYMENT RELATIONS BOARD**

In the Matter of:

AFSCME, Ohio Council 8  
Local 3093

*Employee Organization*

-and-

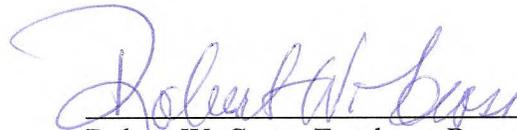
The Adams County Department of  
Job and Family Services

*Employer*

Case No.: 2012-MED-06-0610

**FILING OF RE-OPENER OF  
COLLECTIVE BARGAINING AGREEMENT**

The Adams County Department of Job and Family Services, pursuant to Board Rule 4117-9-07, hereby files a copy of the Collective Bargaining Agreement entered into between the Employer and the Employee Organization in the above referenced case.



Robert W. Cross, Employer Representative  
Cross Management Consulting Services, Inc.  
631 7<sup>th</sup> Street  
Portsmouth, Ohio 45662  
(740) 351-0097

## **ARTICLE 34: HOSPITALIZATION**

- A. The Adams County Department of Job and Family Services agrees to provide the members of the bargaining unit the same health insurance plans and/or Health Maintenance Organization (HMO) plans as is available to other County employees as determined by the Adams County Board of Commissioners. Thereupon, the Agency shall pay 95% of the single and family premiums, and each employee shall provide written authorization for the remaining 5% to be deducted from his pay of the insurance plan he has chosen. This Article is subject to be opened based on availability of funding or reduction of funds from the State of Ohio.
- B. Dental, Vision and Life Insurance coverage will be provided to members of the bargaining unit at the current benefit levels with the Adams County Department of Job and Family Services picking up 100% of the cost.
- C. The Agency reserves the right to become self-insured or to change to a health services provider authorized to do business in the State of Ohio, provided the coverage made available by such provider is substantially the same as currently available to employees. The Agency will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the Agency uses its best efforts to minimize changes. The exclusive representative will be informed of all changes in advance of the effective day.
- D. The Agency reserves the right to institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the health insurance program in effect at the time this Agreement is signed. Such changes may include, but not be limited to, mandatory second opinions for elective surgery, pre-admission and continuing admission review, preferred provider provisions, prohibition on weekend admissions except in emergency situations, and mandatory out-patient elective surgery for designated surgical procedures.
- E. The extent of coverage under the policies referred to herein shall be governed by the terms and conditions set forth in the policies or plans. Any questions or disputes concerning these policies or plans or benefits thereunder shall not be subject to the grievance procedure of this Agreement, nor shall any liability accrue to the Agency.

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

## **ARTICLE 35: WAGES**

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

- B. Bargaining unit members shall be hired at Step 1 of the pay scale set forth in this Agreement in Appendix A. Upon completion of their probation, they shall be placed at Step 2 and shall proceed to the succeeding step annually thereafter. Subsequent step increases shall occur on the bargaining unit member's anniversary date of completion of probation until he has reached the top step of the pay range. Bargaining unit members who are promoted shall be placed in the next succeeding step in their new job which provides them with a minimum of four percent (4%) increase in wage promotion, and shall advance through the remaining steps (if any) in accordance with this section.
- C. Beginning on the first day of the pay period within which the bargaining unit member completes five (5) years of total service with the Adams County Department of Job and Family Services, each bargaining unit member shall receive an automatic salary adjustment equivalent to two and one-half percent (2.5%) of the classification salary base to the nearest whole cent. Each bargaining unit member shall receive thereafter an annual adjustment equivalent to one-half of one percent (.5 %) of his classification salary base, to the nearest whole cent, for each additional year of qualified employment until a maximum of ten percent (10%) of the bargaining unit member's classification salary base is reached. Longevity will be calculated from the rate of pay at the step the bargaining unit members are being paid.
- D. The granting of longevity adjustments shall not be affected by promotion, demotion or other changes in classification held by the bargaining unit member, nor by any change in pay range for his class. Longevity pay adjustments shall become effective at the beginning of the pay period within which the bargaining unit member completes the necessary length of service.  
  
Time spent on authorized leaves of absence shall be counted for this purpose.
- E. The parties agree to a wage increase of 4% of the annual salary effective June 29, 2011 to be disbursed over seven pay periods, no later than September 29, 2011 and a three percent (3%) wage increase to the annual salary effective June 30, 2012 to be disbursed over seven (7) pay periods. This wage increase will not continue or remain a part of the bargaining unit employee's base salary after disbursement. This applies to the first year and second of this contract only. Wage re-openers will be held to determine any wage increase for years three (and June 2013) of this Agreement.
- F. The Department agrees to add the pay supplement to Appendix A of fifty cents (\$.50) per hour effective July 1, 2012.

#### **ARTICLE 36: SEVERABILITY**

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

**APPENDIX A**

Effective July 1, 2012, the following pay scale shall be continued at no increase.

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Cashier	10.94	11.92	13.14	13.70	14.27	14.54	14.79	15.18	
Clerk 2	10.94	11.92	13.14	13.70	14.27	14.54	14.79	15.18	
Data Entry Operator 1	10.94	11.92	13.14	13.70	14.27	14.54	14.79	15.18	
Family Service Aide 1	10.94	11.92	13.14	13.70	14.27	14.54	14.79	15.18	
Mail Clerk/Messenger	10.94	11.92	13.14	13.70	14.27	14.54	14.79	15.18	
Telephone Operator 1	10.94	11.92	13.14	13.70	14.27	14.54	14.79	15.18	
Typist 1	10.94	11.92	13.14	13.70	14.27	14.54	14.79	15.18	
Custodial Worker	10.94	11.92	13.14	13.70	14.27	14.54	14.79	15.18	
Stenographer 1	10.94	11.92	13.14	13.70	14.27	14.54	14.79	15.18	
Account Clerk 1	11.20	12.20	13.45	14.02	14.64	14.89	15.16	15.56	
Data Entry Operator 2	11.20	12.20	13.45	14.02	14.64	14.89	15.16	15.56	
Family Service Aide 2	11.20	12.20	13.45	14.02	14.64	14.89	15.16	15.56	
Typist 2	11.20	12.20	13.45	14.02	14.64	14.89	15.16	15.56	
Clerk 3	11.20	12.20	13.45	14.02	14.64	14.89	15.16	15.56	
Clerical Specialist I	11.30	12.30	13.56	14.15	14.78	15.02	15.22	15.59	16.00
Data Entry Operator 3	11.30	12.30	13.56	14.15	14.78	15.02	15.22	15.59	16.00
Clerical Specialist II	11.59	12.60	13.91	14.73	15.23	15.34	15.60	15.87	16.29
Account Clerk 2	11.59	12.60	13.91	14.73	15.23	15.34	15.60	15.87	16.29
Social Service Worker 1	11.59	12.60	13.91	14.73	15.23	15.34	15.60	15.87	16.29
Investigator 1	13.53	14.03	14.27	14.83	15.46	15.71	16.00	16.33	16.76
Account Clerk 3	13.53	14.03	14.27	14.83	15.46	15.71	16.00	16.33	16.76
Eligibility Referral Specialist 1 (formerly – Inc. Maint. Worker 2)	13.53	14.03	14.27	14.83	15.46	15.71	16.00	16.33	16.76
Secretary 2	13.53	14.03	14.27	14.83	15.46	15.71	16.00	16.33	16.76
Social Service Worker 2	13.53	14.03	14.27	14.83	15.46	15.71	16.00	16.33	16.76
Investigator 2	13.95	14.45	14.68	15.31	16.00	16.33	16.68	17.06	17.52
Eligibility Referral Specialist 2 (formerly – Inc. Maint. Worker 3)	13.95	14.45	14.68	15.31	16.00	16.33	16.68	17.06	17.52
Social Service Worker 3	13.95	14.45	14.68	15.31	16.00	16.33	16.68	17.06	17.52
Investigator 3	14.42	14.92	15.19	15.91	16.61	17.02	17.52	17.98	18.46