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COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

COLUMBIANA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
DIVISION OF CHILDREN SERVICES

AND

GLASS, MOLDERS, POTTERY, PLASTICS AND
ALLIED WORKERS, INTERNATIONAL UNION, AFL-CIO, CLC
LOCAL #384

Effective from

October 16, 2011
Through
September 30, 2014

Reopener 10/16/2012 inclusion

Reopener 10/10/2013 inclusion

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ARTICLE 1 PREAMBLE/PURPOSE

Section 1.1 This Agreement is made for the purpose of promoting cooperation and harmonious relations between the Administration and the Bargaining Unit.

Section 1.2 This Agreement, entered into by the Columbiana County Department of Job & Family Services/Division of Children Service, hereinafter referred to as the "Employer" and the Glass, Molders, Pottery, Plastics, and Allied Workers International Union, AFL-CIO, CLC, and on behalf of its Local Union #384 (CS), hereinafter referred to as the "GMP", has, as its purpose, the following:

A. To comply with the requirements of Chapter 4117 of the Ohio Revised Code;

B. To set forth the understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as described herein; and

C. To provide a peaceful procedure for the resolution of differences in accordance with the grievance procedure herein.

ARTICLE 2 UNION RECOGNITION

Section 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for full time and permanent part-time employees of the Columbiana County Department of Job & Family Services, Division of Children Services, as certified by the State Employment Relations Board in the following classifications:

Social Service Worker 2 – non caseload	Unit Support Worker 1
Social Service Worker 2 – Caseload	Unit Support Worker 2
	Clerical Specialist 2

Section 2.2 All current positions and classifications not specifically established herein as being included in the aforementioned bargaining units shall be excluded from said bargaining unit.

Section 2.3 The Employer will furnish the International Secretary-Treasurer of the GMP with a list of all employees in the classifications covered by this Agreement, indicating the employee's starting date of employment, the employee's mailing address and social security number. Such list will be furnished no less than annually and will be supplemented by the names of any new employees hired into the bargaining units.

Section 2.4 When a new classification is created within the division of children services, the Employer shall notify the Union within ten (10) days, and upon request, meet with the Union concerning bargaining unit status. Should an impasse be reached in any dispute relative to the

inclusion or exclusion of a new classification, the dispute shall be resolved as provided in Chapter 4117 of the Ohio Revised Code.

Section 2.5 The Employer shall provide the union with a current table of organization for the division of children services. If the Employer intends to modify the table of organization with respect to bargaining unit positions, it shall provide the union at least fourteen (14) days advance notice.

ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1 The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees are vested solely and exclusively with the Employer and/or his designated representatives.

Section 3.2 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:

A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall, or to reprimand, suspend, discharge or discipline for just cause;

B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;

C. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;

D. To determine the Department's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes;

E. To determine the size, composition and duties of the workforce.

F. To determine when a job vacancy exists, the standards of quality and performance to be maintained;

G. To determine the necessity to schedule overtime and the amount required thereof;

H. To maintain the security of records and other pertinent information.

I. To determine the overall budget;

J. To maintain and improve the efficiency and effectiveness of the Employer's operation; and,

K. To determine the making of technological changes.

Section 3.3 In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure.

ARTICLE 4 DUES DEDUCTION/FAIR SHARE FEE

Section 4.1 During the term of this Agreement, the Employer agrees to deduct Union dues and initiation fees in the amount authorized by the Union, from the pay of all bargaining unit employees. Employees authorizing dues deduction shall submit an individual written authorization card bearing their signature. Deductions shall be made in equal amounts each pay period. The total amount of dues together with a separate alphabetical list of the names of employees for whom dues are deducted shall be transmitted to the GMP.

Section 4.2 The initiation fees and dues so deducted shall be in accordance with the amounts established by the GMP in accordance with its Constitution and Bylaws. The GMP shall certify the amounts due and owing from those employees who have authorized dues deduction.

Section 4.3 The Employer shall be relieved from making such deduction upon (1) termination of employment, (2) transfer to a non-bargaining unit position, (3) layoff from a bargaining unit position, (4) unpaid leave of absence, (5) a written request by an employee revoking deduction authorization or (6) resignation of the employee from the Union.

Section 4.4 A check in the amount of the total dues withheld from those employees authorizing a dues deduction shall be tendered to the International Secretary-Treasurer of the GMP within thirty (30) days from the date of any such deductions.

Section 4.5 The parties agree that neither the employees nor the GMP shall have a claim against the Employer for errors in the processing of deductions unless such claim of error is made to the Employer, in writing, within sixty (60) days after the date such error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the GMP dues deduction would normally be made, by deducting the proper amount.

Section 4.6 The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The GMP hereby agrees that it will indemnify and hold harmless the Employer from any claims, actions or proceedings by an employee arising from deductions made by the Employer pursuant to this

Article. Once the funds are remitted to the GMP, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the GMP.

Section 4.7 All bargaining unit employees who do not become members in good standing of the Union are required to pay a fair share fee to the Union, as a condition of employment. This condition is effective sixty-one (61) days from the employee's date of hire, or the date this agreement is signed by the parties, whichever is later.

The fair share fee amount will be certified to the Employer by the Union. The deductions of the fair share fee from any earnings of the employee is automatic and does not require a written authorization for payroll deduction.

The deduction of fair share fees will not be made until the Employer receives written notice to begin deductions from the GMP.

Payment to the Union of fair share fees deducted will be made according to the same provisions of the Agreement that govern the payment to the Union of the regular dues deductions.

The payment will be accompanied by an alphabetical list of the name, social security number and current address of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted.

Section 4.8 The Union shall notify the Employer as to the amount of regular Union dues and the amount of fair share fee to be deducted.

Section 4.9 All Union dues and fair share fee deductions will be transmitted to the Union no later than the fifteenth (15th) day following the end of the pay period in which deductions are made. These deductions shall be forwarded to the GMP.

Section 4.10 Two lists will accompany each remittance of check-off monies. (1) An alphabetical list of the name, social security number and current address of employees for whom a deduction was made and the amount of the deduction. (2) An alphabetical list of the name, social security number and current address of employees who were dropped from the previous check-off list and the reason each was dropped. These lists are in addition to and separate from the fair share fee list as outlined in Section 4.7 above.

Section 4.11 Once funds are remitted to the Union, their disposition shall be the sole responsibility of the Union, and the Union agrees that it will indemnify and hold the Employer harmless from all claims, actions or proceedings by any employee arising from the deductions made by the Employer pursuant to this Article. Alleged errors in the payment of dues or fees must be made within ninety (90) calendar days of the receipt by the Union of the monthly dues and fair share deductions.

ARTICLE 5 UNION REPRESENTATION

Section 5.1 Local Union Officials The Employer agrees to recognize local union officials for the purpose of conducting Union business.

Section 5.2 Staff Representatives International Representatives, upon prior notice to the Employer, shall be permitted access to the Employer's premises for the purpose of attending labor/management meetings, grievance hearings and/or any other official business. This right shall be exercised reasonably so that it will not interfere with the normal conduct of work.

Section 5.3 The Union shall provide the Employer with a list of officers and stewards indicating the positions.

Section 5.4 The Employer agrees to provide a bulletin board in the immediate area of the Division of Children Services for the use by its members in posting notices and information to the Union membership. It is understood that no material may be posted on this bulletin board that contains derogatory attacks on the administration, personal attacks on any employee, attacks on any employee organization or any comments concerning a candidate for public office. Upon request to the Chairperson or Assistant Chairperson, inappropriate material shall be removed by the GMP within twenty-four (24) hours.

Section 5.5 Union officials and members shall be granted an aggregate of two (2) days per calendar year without pay to attend Union function, meetings or conventions. A written request shall be submitted to the union official's supervisor at least one week in advance of the requested leave. The supervisor will approve or deny the request for leave no less than 48 hours prior to the requested leave.

ARTICLE 6 NON-DISCRIMINATION

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

Section 6.2 The Employer and the GMP agree not to interfere with the rights of bargaining unit members to become members of the GMP or to refrain from becoming members. Both parties agree to comply with the provisions of Chapter 4117 of the Ohio Revised Code.

Section 6.3 This Agreement will also be administered in accordance with those applicable laws preventing discrimination as to qualified handicapped individuals and as to qualified disabled Veterans.

Section 6.4 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.

ARTICLE 7 NO STRIKE/NO LOCKOUT

Section 7.1 During the term of this Agreement, the Union does hereby affirm and agree that it will not, either directly or indirectly, call, encourage, finance, or assist in any way, nor shall any bargaining unit employee instigate or participate, either directly or indirectly in any strike, slowdown, walkout, work-stoppage, or other concerted interference with or the withholding of services from the Employer.

Section 7.2 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 bargaining unit employees the strike, slowdown, work-stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, and order all employees to return to work immediately.

Section 7.3 It is further agreed that any violation of the above shall be grounds for disciplinary action, including dismissal.

Section 7.4 During the term of this Agreement, the Employer agrees that it shall not lockout employees.

ARTICLE 8 PROBATIONARY PERIOD

Section 8.1 All new employees shall be required to serve a probationary period of two hundred seventy (270) days. Probationary pay raises will occur for all newly hired probationary employees at one hundred eighty (180) days. Employees receiving promotions or transfers to another classification shall serve a probationary period of one hundred twenty (120) days with the right to return to their former classification in accordance with this Article. Employees who are placed in another position within a classification with significantly different duties shall serve a one hundred and twenty 120 day probationary period. Employees who are laterally transferred within a classification with similar duties shall not serve a probationary period. A probationary period will be extended by a like period for all leave used during the probationary period in excess of eight (8) hours. The probationary period may be extended by mutual agreement of the employee, the Union and the Employer.

Section 8.2 A newly hired probationary employee shall have no seniority right until completion of the probationary period, at which time the employee will be credited with seniority from the original date of hire. At any time during or at the end of the probationary period, the Employer shall have the right to discipline or terminate the probationary employee and such termination shall not be subject to appeal through the grievance procedure of this Agreement or to the State Personnel Board of Review.

Section 8.3 The Employer may demote a promoted employee during his probationary period. If such a demotion occurs, the employee shall have the right to return to the classification he held

prior to the promotion. The decision to demote a probationary employee shall not be subject to appeal through the grievance procedure of this Agreement.

Section 8.4 Newly hired employees may join the Union and be entitled to all applicable provisions of the contract except as provided under Section 8.2.

Section 8.5 Employees serving a probationary period may not bid on positions pursuant to Article 21.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.1 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal and shall have the right to be represented by a GMP representative at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 9.2 For the purpose of this procedure, the below-listed terms are defined as follows:

A. Grievance. A "grievance" shall be defined only as a controversy arising from the misapplication or misinterpretation or noncompliance with the specific and express written provisions of this Agreement. It is agreed that the grievance procedure shall not be used to effect changes in this Agreement nor to address matters not governed by the Agreement.

B. Grievant. The "grievant" shall be defined as any employee or group of employees within the bargaining unit or the GMP.

C. Party In Interest. A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.

D. Days. A "day" as used in this grievance and arbitration procedure shall mean calendar days, exclusive of Saturdays, Sundays and holidays as provided for in this Agreement.

Section 9.3 The following procedures shall apply to the administration of all grievances filed under this procedure:

A. Except at Step 1, all grievances must contain the following information:

1. Aggrieved employee’s name and signature
2. Aggrieved employee’s classification
3. Date grievance was first discussed
4. Date grievance is being filed in writing
5. Name of the supervisor with whom grievance was discussed
6. Where grievance occurred

7. Description of incident giving rise to the grievance
8. Articles and Sections of the Agreement violated
9. Resolution requested

B. Except at Step 1, all decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant and union representative.

C. If a grievance affects a group of employees working in different locations, with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 3 within fourteen (14) days of the occurrence of facts giving rise to the grievance.

D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to have it adjusted, without the intervention of the bargaining representative, as long as the adjustment is not inconsistent with the terms of the Collective Bargaining Agreement then in effect and as long as the bargaining representatives have the opportunity to be present at the adjustment. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer and Union in future proceedings.

E. The grievant may have a GMP representative represent him at any step of the grievance procedure.

F. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived. If the Employer fails to reply within the specified time limit, the grievance shall automatically proceed to the next step in the grievance procedure. The time limits specified for either party may be extended only by mutual Agreement.

G. Union representatives shall be allowed reasonable time during working hours to investigate and process grievances. Union representatives, grievant(s) and/or witnesses shall suffer no loss of pay as a result of such investigation or processing. All employees involved in the grievance process shall request permission from their immediate supervisor before leaving the worksite. No permission may be unreasonably denied. The amount of work time utilized by the Union in grievance processing shall be recorded and furnished to the Employer upon request.

H. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

I. Probationary employees shall have the right to utilize the provisions of the grievance procedure except for the purpose of grieving probationary removals, demotions or any disciplinary action.

Section 9.4 All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1 An employee who believes he may have a grievance shall notify his supervisor of the possible grievance within five (5) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee and Union representative if requested by the employee, within five (5) days of the notice to the supervisor, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2 Immediate Supervisor If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the Union and presented as a grievance to the supervisor within five (5) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later but not later than seven (7) days from the date of the meeting if the answer is not given. The immediate supervisor shall meet with the Grievant and the GMP chairperson in an attempt to resolve the grievance. The immediate supervisor shall give his answer within five (5) days of the meeting.

Step 3 Director If the Union is not satisfied with the written decision at the conclusion of Step 2, a written notice of appeal of the decision may be filed with the Director within fourteen (14) days from the date of the rendering of the decision at Step 2. Such meeting shall convene within fourteen (14) days unless extended by mutual agreement. Copies of the written decisions shall be submitted with the appeal. The Director, or his designee, and a representative from the International Union shall convene a meeting along with other parties necessary to provide the required information for the rendering of a proper decision. The Director or his designee shall issue a written decision to the employee's international representative within fourteen (14) days from the date of the meeting. If the Union is not satisfied with the decision at Step 3, it may proceed to arbitration pursuant to the Arbitration procedure herein contained.

Prior to proceeding to arbitration, the parties may meet to further discuss resolution of the grievance. Such meeting shall include the Director or her designee, the International Union Representative and/or the Area Vice-President.

ARTICLE 10 ARBITRATION PROCEDURE

Section 10.1 In the event a grievance is unresolved after being processed through all steps of the grievance procedure, then within fourteen (14) days after the rendering of the decision at Step 3, the GMP may submit the grievance to arbitration. Within this fourteen (14) day period, the parties will meet to attempt to mutually agree upon an arbitrator. If the parties are unable to agree, then a list of arbitrators will be requested from the Federal Mediation and Conciliation Services.

Section 10.2 The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. The arbitrator shall not

decide more than one grievance on the same hearing day(s), except by mutual written agreement of the parties. This arbitration provision is limited to those grievances within the definition contained in Article 9, Section 9.2 of this Agreement.

Section 10.3 The arbitrator has the authority to determine if a grievance is subject to this arbitration procedure. If either party contests the arbitrability of a grievance, this issue will be placed first before the arbitrator.

Section 10.4 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

Section 10.5 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by the parties.

Section 10.6 An employee requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without the necessity of subpoena. Any request made by either party for the attendance of witnesses shall be made in good faith and shall not unreasonably interfere with operation of the Departments.

Section 10.7 The Union agrees to indemnify and hold the Employer harmless against all claims, demands, suits or other forms of liability that may arise out of a determination that the Union failed to fairly represent a member of the bargaining unit under the provisions of the grievance and arbitration procedure.

Section 10.8 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 11 SICK LEAVE

Section 11.1 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 contagious disease communicable to other employees; (3) serious illness, pregnancy, injury, or death in the employee's immediate family where the employee's presence is reasonably necessary; (4) medical, dental and optical examinations or treatments of an employee or member of his immediate family where the employee's presence is necessary; and (5) pregnancy and/or childbirth and other conditions related thereto.

Any time a doctor is visited and the time away from the workplace exceeds 2 hours, excluding the related 30 minutes when attached as lunch, applicable and appropriate verification of the visit must be submitted with a sick leave request form before such sick leave request shall be paid.

Section 11.2 All full-time employees shall earn sick leave at the rate of 4.0 hours for each completed bi-weekly pay period and may accumulate such sick leave without limit. Employees

hired after October 15, 2011 will earn 3.1 hours for each completed by-weekly pay period and may accumulate such sick leave without limit. Total hours of sick leave earned shall be prorated to the number of hours worked in a pay period when the employee's scheduled hours are less than 80 hours.

Fulltime employees maintaining 99% or better attendance, excluding leave under FMLA, vacation, personal leave and accumulated compensation, for the calendar year and having an accumulated sick leave balance of 200 or more hours may choose to convert up to 24 hours of that accumulated sick leave balance to vacation time. Hours of sick leave transferred from other public agencies upon hire will not calculate into this option. Notice of eligibility of conversion will be given to employees by January 10 of each following year**.** Employees must have been employed at this agency for the entire year to be eligible.

Section 11.3 Sick leave may be used in segments of not less than one-quarter (1/4) hours. Employees shall not use sick leave to cover tardiness. Sick leave payment may not exceed the normal scheduled workday or workweek. If an employee is physically unable to report off work, then an employee's family member may call in for the employee in accordance with Department rules. If an employee's family member calls in for the employee, the employee shall contact his supervisor within a reasonable period thereafter and/or the Employer may contact the employee.

Section 11.4 An employee who has been absent from work for more than three (3) consecutive work days, due to personal illness or injury, will be required to submit a medical provider statement of the illness or injury. Any abuse or patterned use of sick leave may be just and sufficient cause for disciplinary action.

Section 11.5 If an employee fails to submit adequate proof of illness or injury or in the event such proof as is submitted or upon the request of medical examination, the Director finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may be considered unauthorized leave and shall be without pay. Any investigation of allegations of sick leave abuse must be based on reasonable suspicion.

Section 11.6 An employee's immediate family as referred to herein, shall include his spouse, mother, father, child, step-child, brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis). Aunts and uncles are considered immediate family only when they reside in the home of the employee.

Section 11.7 Employees hired after January 1, 1997 who retire with ten (10) or more years of service shall be paid for one-fourth (1/4) of their accumulated, unused sick leave up to 960 hours. The maximum payment will be 240 hours of sick leave. Employees hired before January 1, 1997, who retire with 20 or more years of service receive 100% of 960 hours. Employees hired before January 1, 1997, who retire with 10-19 years of service, receive 50% of 960 hours.

Section 11.8 Bereavement Leave Bargaining unit employees shall be granted bereavement leave of three (3) days in the event of a death in the immediate family. Definition of immediate family for the purpose of this Section shall be the following: an employee's parent, brother,

sister, child, step child, spouse, legal guardian, grandchild, or other person who stands in place of a parent (loco parentis), grandparent, mother-in-law, father-in-law, son-in-law, and daughter-in-law, two (2) days of leave shall be granted in the case of the death of a sister or brother -in-law. Such bereavement leave shall be granted to an employee with pay at the employee's regular straight time rate of pay and shall not have effect upon the employee's accumulated sick leave. Additional leave may be taken and deducted from sick leave, if necessary, not to exceed 2 days of sick leave.

ARTICLE 12 HEALTH INSURANCE

(**amended** by language agreed to at re-opener negotiations on **10/10/2013**)

Section 12.1 During the term of this Agreement, the Employer agrees to provide to each employee the same choices of coverage as provided by the County Commissioners to non-bargaining unit employees paid from the general fund of the County.

Section 12.2 Should the Employer propose to substantially change coverage terms or charge employee~~s~~ a portion of the premium, the Employer will notify the Union a minimum of sixty (60) days prior to the proposed change. Upon notification of the Employer, the Union will be given an opportunity to negotiate the effects of the changes with the Employer prior to the effective date of the change.

Section 12.3 The employer will be responsible to pay 95% of the full premium of all hospitalization, vision care, dental plan, and drug prescription plan for all employees under any coverage at the level of benefits presently in effect or greater per month. The employee share of coverage for hospitalization, vision care, dental plan and drug prescription plan shall be five (5%) of the total premium per month. One half of the employee's share of the premium (2.5%) shall be deducted from the employee's gross wages the first and second pay received each month

Effective April 1, 2013, employees shall be responsible for 6% of the co premium share and the employer will be responsible to pay 94%. One half of the employee's share of the premium (3%) shall be deducted from the employee's gross wages the first and second pay received each month.

Effective December 1, 2013, employees shall be responsible for 7% of the co premium share and the employer will be responsible to pay 93%. One half of the employee's share of the premium (3.5%) shall be deducted from the employee's gross wages the first and second pay received each month.

ARTICLE 13 WAGES

(**amended** by language agreed to at re-opener negotiations on 10/16/2012)

Section 13.1 All employees shall be paid in accordance with the wage scales set forth in Appendix A.

Effective the first full pay period beginning November 3, 2011:
$.10 for all bargaining unit employees.
Additional $.05 increase for employees in pay ranges 4 & 5

Effective January 1, 2013, all bargaining unit employees will receive a wage increase of 2% of their current base rate of pay as reflected in Appendix A

Effective January 1, 2014, all bargaining unit employees will receive a wage increase of $.35 p/hr. on their current base rate of pay as reflected in Appendix A

~~Reference Article 37 - Duration - Effective September 30, 201**3** either party may reopen Articles 12 & 13 of the agreement for purposes of negotiating these issues for the third year of the agreement.~~

New employees shall be place on this scale based on their length of service with the Columbiana County Department of Job and Family Services.

Section 13.2 All new employees shall be paid at the probationary step. Probationary pay raises will occur for all newly hired probationary employees at one hundred eighty (180) days.

Section 13.3 On the effective date of this Agreement, all employees shall be placed in the appropriate step commensurate with their length of service with the Employer.
Step increases are based on completion of two (2) years, seven (7) years, and fourteen (14) years of service with the Employer.

Section 13.4 Individuals promoted from one level to the next (e.g. SWI to SWII or SWII to SWIII) shall be placed in the years of service range commensurate with their service with the Employer. Step advancement shall then occur as provided in this Article.

Section 13.5 When an employee is demoted, his or her wages shall be in the years of service range commensurate with their service with the Employer.

Section 13.6 When an employee displaces another employee because of layoff or job abolishment in accordance with Article 15 of this Agreement, the employee shall be placed in the years of service commensurate with their service with the Employer.

Section 13.7 EDUCATIONAL SUPPLEMENT ON THE BASE RATE OF PAY

B.A. Degree (Pay Range 27): 2.75%

B.A. Degree Plus (Pay Range 28): 3.0%

Masters Degree (Pay Range 28): 3.25%

Licensed Social Worker (LSW) (Pay Ranges 27 Or 28) @ 6 Month Or Greater : 1%

Eligibility for supplements defined:

B.A. Degree requires verification of a Bachelor of Arts degree in a related field of study (i.e. social work, sociology, psychology) as required by an accredited college or university.

B.A. Plus B requires verification of a Bachelor of Arts degree by an accredited college or university plus: 6 months paid work experience in child welfare or a related field, or verification of completion of course work for graduate field of study in a related field.

Masters Degree B requires verification of a Masters degree by an accredited college or university in a related field.

L.S.W. requires verification of current licensure as a social worker (available at completion of probation (step 1)).

Section 13.8 All SSW2s (caseload) who regularly perform investigations in the intake unit shall be required to be in the on-call rotation. Other SSW2s, Caseload, may voluntarily be placed in the on-call rotation. Employees who volunteer are obligated to remain in rotation for at least six (6) months, except when unforeseen circumstances prohibit this timeframe.

Effective January 1, 2013, Employees who are assigned to be on-call shall receive one hundred seventy five ($175) per week for their on-call duties. Employees shall also receive one and one-half (1 1/2) times their regular hourly rate when required to perform field work outside their regular work hours. Employees who are on-call during the week of **a holiday** shall receive two-hundred ($200) on-call pay for such week. Thanksgiving Day and the day after Thanksgiving shall be counted as one (1) holiday.

Effective January 1, 2014, Employees who are assigned to be on-call shall receive **two hundred dollars ($200)** per week for their on-call duties. Employees shall also receive one and one-half (1 1/2) times their regular hourly rate when required to perform field work outside their regular work hours. Employees who are on-call during the week of a holiday shall receive **an extra twenty-five dollars ($25.00), to include the day after Thanksgiving.**

On call employees will be allowed to switch off on-call duties to another bargaining unit employee in the on-call rotation, provided the switch is by mutual agreement of the bargaining unit employees and with prior approval of the supervisor. Approval will not be unreasonably denied.

ARTICLE 14 SENIORITY

Section 14.1 On the effective date of this Agreement all present employees will be credited with their present seniority. Present seniority shall be defined in the following manner: All employees of the CCDJFS as of the effective date of this contract shall retain all service time as has been calculated by the Employer for economic benefits. Date of hire with the CCDJFS shall be the seniority determinant for recall, promotion, etc. All employees hired after the execution of

the Agreement shall accrue seniority and service time only based on service with the Columbiana County Department of Job & Family Services/Division of Children Services.

Bargaining unit members covered by this collective bargaining Agreement shall be credited with one (1) additional year of seniority and service time on each successive anniversary date of employment. Employees shall accrue seniority and service time while on leave without pay, on disability leave or any status while not receiving pay from the Employer for up to twelve (12) months. Such status shall not constitute a break in seniority.

Section 14.2 Total seniority shall apply to the bidding process and vacation preference if two or more employees apply at the same time for vacation. For purposes of layoff, seniority shall be based on service time with the Columbiana County Department of Job & Family Services/Division of Children Services.

Section 14.3 On the effective date of this Agreement, **A**ll employees currently employed by the Agency will be credited with their present length of service. Employees who are hired after the effective date of this Agreement shall receive vacation leave and longevity, based on their length of service with the CCDJFS/Division of Children Services.

Section 14.4 On the effective date of this Agreement, seniority for part-time employees shall be calculated based on their actual seniority and service time with the Department. That is, if a part-time employee actually works 20 hours per week, then that employee shall earn six (6) months seniority and service time each calendar year or portion thereof.

Section 14.5 Seniority shall be applied as a determining factor only in those matters and to the extent as specifically specified elsewhere in this Agreement.

Section 14.6 The Employer shall provide the Union with a seniority list during the first full pay period of each calendar year. Any objections to the seniority list must be brought to the attention of the Employer within thirty (30) days of the date that the list is provided to the Union. These objections shall be considered grievable.

Section 14.7 Seniority shall be lost only when an employee:

A. Quits or resigns and is not rehired within thirty-one (31) days;

B. Is discharged for just cause

C. Is laid off and not recalled with the time period set forth in this Agreement;

D. Is promoted out of the bargaining unit; no break in seniority shall occur during the probationary period in the non-bargaining unit position. Should the employee remain in the non-bargaining unit position subsequent to the probationary period then his/her seniority shall be frozen as of the date of promotion;

E. Retires.

Section 14.8 In the event that two or more employees have the same date of employment with the Employer, the following procedure shall be used to determine the most senior employee:

A. The earliest date of application for initial employment with the Employer shall prevail;
B. The earliest time such application was received by the Employer. (e.g. if one application is date/time stamped 10:00 a.m. and another 10:15 a.m., the 10:00 a.m. application will prevail as most senior);

C. Absent date-time stamp of application or in the event the applications were received at the same time then the employee with the earliest documented reporting time on his/her first shift or his/her first work day shall prevail;

D. The party's Social Security number in lowest numerical order shall prevail. (i.e. 215-44-3127 shall prevail over 215-44-3128).

The above "tie breaking" procedure shall be applied in the order listed. (i.e. #1 shall be first considered, #2 considered only if the tie still exists, etc.).

ARTICLE 15 LAYOFF AND RECALL

Section 15.1 Notice of Reduction The Employer may layoff bargaining unit members and/or abolish positions due to a lack of work, lack of funds or reorganization. The Employer will notify the Union and all affected bargaining unit employees at least fourteen (14) calendar days in advance of its intent to reduce the work force, and will, at the time of notice, provide the Union with a current, updated seniority list. The Employer shall have the exclusive authority to determine the classification(s) for layoff.

Section 15.2 Order of Layoff Whenever a reduction in the work force occurs the following sequential order of reduction will be implemented:

A. Volunteers in the classifications from layoffs will occur.

B. All of the Employer's casual, intermittent, temporary employees. Then all new hire probationary and part-time employees in the classification from which the layoff occurs shall, in that order, be terminated or laid off as the case may be.

C. Thereafter, any additional necessary reduction in the work force shall be made in the inverse order of seniority for the remaining employees in the classification(s) selected for layoff.

Section 15.3 Bumping Rights An employee with bargaining unit seniority who is displaced from his classification by a reduction in the work force may exercise his seniority to bump the employee with the least seniority within the bargaining unit in the following order: (1) the classification of layoff; (2) other classifications in the pay range if the employee meets the

qualifications of the position; (3) in the next lower classification (based on pay range) if the employee meets the qualifications for the position; and then (4) to a classification previously held if the employee meets the qualifications for the classification. In the event two employees have an equal amount of service, either in a layoff or displacement situation, the tie shall be broken in accordance with Article 14 (Seniority Article).

Any employee displaced from his classification under procedures set forth in this Article may elect to take a direct layoff rather than exercise his bumping rights. Such election shall be made at the time the layoff occurs and shall be final except as set forth in Section 15.5.

Employees shall give notice of intent to exercise their bumping rights within seven (7) calendar days after receipt of a displacement notice. Failure to exercise bumping rights within this period will cause forfeiture of an employee's bumping rights and result in layoff.

Section 15.4 The Employer and the Union shall meet to discuss potential layoffs prior to the layoff notice being sent to any employees. The Employer shall provide the Union with copies of the layoff notices.

Section 15.5 Recall Rights Employees displaced from their classification through a reduction in work force shall be recalled or returned to vacancies within the bargaining unit which (1) thereafter occur in their classification in the order of their seniority (most classification senior recalled first), or (2) thereafter occur in other similarly or lower-rated classifications within the classification within the series for which the recalled employee is qualified to perform the work in order of their seniority (most senior recalled first).

Employees shall retain recall rights for a period of twenty-four (24) calendar months from the effective date of their layoff or displacement.

Section 15.6 Recall Notice Written notice of recall from layoff shall be sent to the employee's last known address by the Employer, by certified mail, return receipt requested. Failure of an employee to contact the Employer within seven (7) calendar days after receipt of recall notice shall constitute a forfeiture of an employee's right to recall. Employees shall be responsible for keeping the Employer notified of their current address. If an employee fails to notify the Department of a change in their address, the employee waives his right to recall.

Section 15.7 Payout of Accumulated Leave Balance upon Separation Employees displaced by a work force reduction shall be entitled to payout of all wages earned to be paid in the pay period earned. Accumulated balance of vacation leave and accumulated compensatory time, if applicable, to be received in the second pay following their separation.

Section 15.8 The parties agree that the Union may challenge layoffs through the grievance/arbitration procedure contained in this Agreement and that the Ohio Department of Administrative Services and the State Personnel Board of Review have no jurisdiction over matters concerning the layoff of bargaining unit members.

ARTICLE 16 HEALTH AND SAFETY

Section 16.1 The Employer will attempt to maintain all buildings, facilities, vehicles, and equipment owned by the Employer in a safe and healthful manner. Employees shall be responsible for reporting to the Director or designee, in writing, any perceived unsafe or unhealthy buildings, facilities, vehicles, or equipment.

Section 16.2 The parties shall maintain a health and safety committee which shall include at least one (1) bargaining unit member. Additional individuals may be present at meetings if necessary for the resolution of health and safety issues.

Section 16.3 - The Employer shall provide cell phones for all field workers to be used for work-related purposes.

ARTICLE 17 LABOR-MANAGEMENT MEETINGS

Section 17.1 Labor-Management (L/M) meetings for important matters will be arranged between the local Union official and the Employer upon request of either party. Such meetings shall be between not more than two (2) representatives of the Employer and not more than two (2) representatives of the Union. Arrangements for such L/M meetings shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the meeting is requested. Matters taken up in L/M meetings shall be confined to those included in the agenda. The members of the Union shall not lose time or straight-time pay for time spent in such L/M meetings. This meeting may be attended by a representative of the International Union.

A regular quarterly L/M meeting will be held between Employer and Union representatives to discuss matters of concern. Agenda items will be submitted by either party at least 48 hours in advance of such L/M meetings. In the event neither party has submitted an agenda item for discussion for any quarter, the L/M meeting will be considered canceled by mutual agreement. This quarterly meeting shall be held (unless otherwise mutually agreed) on January, April, July, and October, time and location shall be mutually set by both parties.

ARTICLE 18 PRE-DISCIPLINARY CONFERENCE/DISCIPLINE

Section 18.1 Employees may only be disciplined for just cause. Copies of all disciplinary actions will be provided to the union. Disciplinary action shall be corrective, progressive, and uniform in nature and shall not be applied in an arbitrary manner.

A. Oral Reprimand: If the employee so desires, shall be held only in presence of Local Union official or member of Union if a Local Union official is unavailable.

B. Written Reprimand: The reason for reprimand shall be provided in writing, with copies sent to the Union member disciplined, the Union President and placed in the employee's personnel file.

C. Suspension: Notice of suspension will be given in writing, stating the reasons for the suspension, and a pre-disciplinary hearing will be provided as outlined in Section 18.2 below, prior to any disciplinary action.

D. Termination: Notice will be given in writing, stating the reasons for the termination, and a pre-disciplinary hearing will be provided as outlined in Section 18.2 below, prior to any disciplinary action.

E. Demotion: Before demotions occur the employee shall be given a probationary period of not less than sixty (60) days. If during this probationary period the employee voluntarily agrees to a demotion, the demotion will not be considered discipline.

Section 18.2 Whenever the Employer determines that an employee may be suspended, terminated or demoted, a pre-disciplinary conference shall be scheduled prior to any disciplinary action being taken. Pre-disciplinary conferences will be scheduled during regular business hours of the Employer and notice of the hearing shall be provided to the Union and the employee not less than forty-eight (48) hours in advance. No employee shall suffer loss of regular pay or benefits while attending such conferences.

Section 18.3 Pre-disciplinary conferences will be conducted by a neutral Supervisor, from those supervisors not directly in a line of the employee.

Section 18.4 Not less than forty-eight (48) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis for 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 chosen representative present an oral or written statement; or 3) waive in writing, the opportunity to have a pre-disciplinary conference.

Section 18.5 At the pre-disciplinary conference, the neutral supervisor will ask the employee or his/her representative to respond to the allegation(s) of misconduct which were outlined to the employee.

Section 18.6 At the conference the employee may present any witness statements or documents which explain whether or not the alleged conduct occurred. The employee may be represented by any person he or she chooses, whether such individual is an employee or not. The Union may have a representative present at all bargaining unit pre-disciplinary conferences.

Section 18.7 Within ten (10) days following such hearing, a written report will be prepared by the neutral supervisor concluding only as to whether or not the alleged conduct occurred and if discipline is or is not warranted in the case. Copies of the report shall immediately be provided to the Director, the Employee, and the Union. The Director will then decide what discipline, if any, is appropriate.

Section 18.8 In the event of suspension, discharge or demotion, the employee has a right to have his Steward or other Union representative present, who shall receive paid time off for that purpose, and upon request, the employee shall be permitted to discuss his suspension or discharge with the representative in an area made available by the Employer before he is required to leave the premises.

An employee who is suspended or discharged shall be given written notice, with a copy to the Union, stating the reason for the disciplinary action. The Employer shall not discipline or discharge an employee except for just and proper cause.

Section 18.9 Any disciplinary action resulting in suspension, demotion or termination taken against an employee and if grieved shall commence at the 3rd stage and directly at the Director's step of the grievance procedure. The Union may appeal grievances concerning written reprimands**,** suspensions, demotions or terminations to arbitration. The parties recognize the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no jurisdiction concerning discipline of bargaining unit members.

Section 18.10 Should the alleged offense be of such a serious nature as to warrant the immediate removal of an employee from the Employer's premises, the employee will be placed on administrative leave with pay until such time as a pre-disciplinary conference can be held and until any discipline is decided. This employee shall be given time and appropriate space with his/her Union representative before leaving the premises.

Section 18.11 Reprimands and disciplinary actions taken by the Employer against any employee shall be placed in the employee's personnel file. Any written material associated with the disciplinary action shall cease to have any force or effect providing there is no intervening discipline in accordance with the following schedule:

Oral Reprimands	12 months
Written Reprimands	12 months
Demotions	18 months
Suspension (1-3 days)	24 months
Suspension (more than 3 days)	2 years (24 months)

Section 18.12 Anytime the employer intends to take disciplinary action, such discipline will be taken promptly and within a reasonable timeframe of becoming aware of the infraction.

ARTICLE 19 HOLIDAYS

Section 19.1 All full-time employees shall receive the following paid holidays. These holidays will be observed on their traditional dates of observation.

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veterans Day
Memorial Day	Thanksgiving
Independence Day	Christmas

Effective January 1, 2012 the following days shall be paid Holidays

New Year's Day	Labor Day
Martin Luther King Day	Presidents Day
Veterans Day	Memorial Day
Thanksgiving	Day after Thanksgiving
Independence Day	Christmas

Section 19.2 Any holiday which falls on a Saturday shall be celebrated on the preceding Friday. Any holiday which falls on a Sunday shall be celebrated on the succeeding Monday.

Section 19.3 Employees who are required to work on one of the above-listed holidays shall receive their regular holiday pay plus time and one-half for all hours actually worked on the day the holiday is observed.

ARTICLE 20 VACATION

Section 20.1 Definitions

Vacation leave means leave with pay granted to full-time and part-time employees of the bargaining unit.

Section 20.2 Scheduling of vacations shall be subject to the approval of the Director or her designee. When employees request vacation leave it shall be in increments of one-quarter (1/4) hours. Vacation time not taken during the year in which it was accrued may be accumulated for a period of up to four (4) years. Employee shall forfeit their right to take or to be paid for any

vacation leave to their credit which is in excess of the accrual for four (4) years. Such excess leave shall be eliminated from the employee's leave balance.

Section 20.3 Employees shall earn vacation according to the following schedule:

1. Employees, upon the anniversary of the first year of employment will have earned eighty (80) hours and 3.1 hours per pay period thereafter. Employees in this category may accumulate up to three hundred twenty (320) hours.

2. Employees, upon the anniversary of eight (8) years of employment will have earned one hundred twenty (120) hours of vacation leave, and 4.6 hours per pay period thereafter. Employees in this category may accumulate up to four hundred eighty (480) hours.

3. Employees, upon the anniversary of fourteen (14) years of employment will have earned one hundred sixty (160) hours of vacation leave and 6.2 hours per pay period thereafter. Employees in this category may accumulate up to six hundred forty (640) hours.

Employees may not take vacation leave until they attain one (1) year of service with the Department. All employees hired after the effective date of the Agreement shall receive seniority based only on their length of service with the Columbiana County Department of Job & Family Services.

Section 20.4 Vacation leave requests shall be honored on a first-come, first served basis unless two (2) or more requests are received at the same time then the vacation leave requests shall be honored on the basis of seniority.

Employees must receive prior approval from their supervisor for vacation leave. Requests for vacation leave of more than three (3) days should be submitted at least one (1) week in advance of the first day of anticipated leave, however, in emergency situations, vacation leave may be granted with less notice.

ARTICLE 21 JOB POSTING AND BIDDING

Section 21.1 The parties agree that all appointments to positions covered by this Agreement with the exception of original appointments shall be filled in accordance with this Article. Employees who fill vacancies pursuant to this Article shall not be required to undergo civil service testing and the Employer is not obligated to send employees for such testing.

Section 21.2 These provisions shall apply when a vacancy exists in the bargaining unit and the Employer intends to fill the vacancy. The Employer has the sole discretion to determine if a vacancy shall be filled. A vacancy is defined as an opening in a particular classification where

the Employer has created a new classification or has increased the number of jobs in an existing classification, or where an opening occurs in a classification as the result of a promotion, transfer, quit, discharge or other termination of employment.

Section 21.3 The vacancy will be posted on the agency bulletin board for a period of seven (7) calendar days. Each vacancy notice will specify the job title, hours, location, pay range, program, job description, date of posting, qualifications and name of supervisor at the time of posting. Employees within the agency will have the first opportunity to fill such vacant position.

The employee wishing to be considered for such vacant position shall indicate in writing to the Director or her designee during the posting period. The employee shall be given a receipt acknowledging the bid. Employees on leave may submit a notice of intent to apply for a vacancy that may be posted during the period of leave. The Employer shall not be obligated to consider any application not timely filed. The Employer shall not discourage any employee from applying.

Section 21.4 The procedure contained in this Article shall apply to lateral transfers and to promotions. Lateral transfers are transfers from one classification to another classification when both classifications have the same pay range assignment. Promotions shall be where there is movement from one classification to another classification and has a higher pay range assignment.

Section 21.5 The Director shall select the most qualified employee for the vacant position based on the qualifications of the applicants as specified in the position description and shall consider requirements of the positions, seniority, experience, qualifications and training, the employee's performance evaluations, relevant education, attendance (undocumented absences and/or patterned absences) and work history as documented in the personnel file and personal interview (if applicable).

Grievances filed by candidates will not adversely affect a candidate's selection for promotion. Upon request unsuccessful candidates will be notified of the reason why they were not selected as it relates to the above-mentioned criteria.

In the event two or more employees are relatively equally qualified, the position shall be awarded to the employee with the most seniority.

Section 21.6 The Employer shall not be obligated to fill a position if no applicant meets the qualifications for the position as set forth in the posting. Once the selection has been made, the Employer will notify all applicants of the Employer's selection.

Section 21.7 The Department may temporarily fill a position vacated by vacation leave, sick leave or any other reason. The Department shall not temporarily fill a position for longer than fifteen (15) days. If the Department desires to temporarily fill a position for longer than fifteen (15) days, it shall use the procedures set forth in this Article. Any employee who temporarily fills a position with a higher pay range shall be paid at the higher rate during this period.

Section 21.8 Employees who are awarded a position in accordance with this Article shall not serve in a provisional status and shall not be subject to civil service testing for such position.

ARTICLE 22 OVERTIME

Section 22.1 All employees in the bargaining unit shall be paid at the rate of one and one-half (1/2) times their hourly rate of pay for all hours in active pay status in excess of forty (40) hours in one work week.

Section 22.2 Overtime shall be calculated based on hours actually worked. Employees are entitled to accumulate compensatory time in lieu of paid overtime for overtime hours worked, including on-call overtime. Compensatory time in lieu of overtime is available upon mutual agreement of the employee and the Department. Compensatory time shall be granted at the rate of one and one-half (1 ½) hours compensatory time for each hour of overtime actually worked.

Employees may accumulate a maximum of eighty (80) hours of compensatory time. Employees must use all accumulated compensatory time within twelve (12) months of the date that the compensatory time was earned. Any employee who is unable to use compensatory time due to work schedules shall be paid for the comp time. Employees shall be notified thirty (30) days prior to the potential loss of compensatory time.

Section 22.3 The normal work hours for employees shall be 8:00 a.m. until 4:30 p.m., Monday through Friday. The employer will not change an employee's permanent schedule with less than one week advance notice except in unforeseen or emergency situations. Such work days shall include two (2) fifteen (15) minutes breaks (one in the morning and one in the afternoon) if an employee works a full day and a one-half hour unpaid lunch period.

Employees who are required to work outside of their normal work hours due to client need may work a flex schedule within the same workweek with prior supervisory approval. Unit Support Workers may be placed on a staggered start time schedule. Preference of shift start will be offered by order of seniority by classification.

ARTICLE 23 PERSONNEL FILES

Section 23.1 Personnel Files It is recognized by the parties that the Employer may prescribe regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the Agency. However, every member shall, upon request, be allowed to review his personnel file at any reasonable time.

If any member is involved in a dispute regarding which matters in his personnel file may be material, any GMP representative shall also be granted access to the member's file at times where

access is authorized in advance by the member in writing. Such written authorization shall specify "medical records" if the employee so intends.

Section 23.2 Inaccuracies If an employee, upon examining his personnel file, has reason to believe that there are inaccuracies in those documents to which he has access, the employee may write a memorandum to the Director or his designee explaining the alleged inaccuracy. If, upon investigation, the Director or his designee sustains the allegation, he shall do one of the following;

A. The employee's memorandum shall be attached to the material in question and filed with it, and the Director or his designee shall note thereon his concurrence; or,

B. The Director or his designee shall correct inaccurate material in the personnel file in accordance with law if he feels that the inaccuracies warrant such action.

Section 23.3 Clarification Any material placed in a member's personnel file may be reviewed. If such material is not inaccurate, but the employee feels that clarification is necessary, he may submit to the Director or his designee, a written clarification of the circumstances. Such memorandum shall not contain derogatory or scurrilous matter regarding the administration or any other employee. The Director or his designee will immediately arrange to have such memorandum attached to the material to which it is directed and placed in the employee's personnel file.

Personnel files of CCDJFS are considered public record. Employees will be notified in advance of any public records request to review a personnel file. All information that has been identified by law as confidential shall be redacted prior to releasing of personnel file documents.

Section 23.4 This Article is subject to the provision of Section 149.43 of the Ohio Revised Code.

ARTICLE 24 JURY DUTY

Section 24.1 Court Leave Pay The Employer shall grant full pay for regularly scheduled work hours on any day when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received from the court for jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.

Section 24.2 Court Leave Exclusions Employees shall not be entitled to paid court leave 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, appearing as directed with a juvenile, and action against the Employer when the employee is a

plaintiff, etc. These absences may be approved leave without pay, if scheduled in advance with the Employer. Any existing vacation and comp time must be used prior to unpaid leave.

ARTICLE 25 EXPENSE REIMBURSEMENT

Section 25.1 The Employer will reimburse employees for reasonable business travel expenses incurred while on assignments away from the normal work location. All business travel must be approved in advance by the Director. When approved, the cost of travel, meals, lodging and other expenses directly related to accomplishing business travel objectives will be reimbursed by the Employer in accordance with the provisions of this article.

A. Employees are expected to limit expenses to reasonable amounts. Employees shall be reimbursed for actual miles (with Lisbon as the starting and ending points) while on official business at the rate of $.48 per mile. Mileage rate will be set at $.05 less than IRS rate, not to fluctuate to more than $.48 or less than $.44. This rate only applies when the employee is using his/her own personal vehicle. Such payment is considered to be total reimbursement for all vehicle-related expenses. In the event of an emergency assignment, employees will be reimbursed for travel expense from the starting point of the assignment.

B. Charges incurred for parking and highway tolls are reimbursed at the actual cost, with receipts required.

C. No expense reimbursements are paid for travel between home and County office. An employee leaving in the afternoon will be reimbursed up to the $15.00 maximum for dinner that night. Lodging accommodations will be reimbursed at state rates or the reasonable going rate, and only with prior written authorization of the Director. Receipts are required.

D. When an employee is on overnight travel all three meals will be reimbursed as follows:

Breakfast.....$ 6.00
Lunch.....$10.00
Dinner.....$15.00

or a maximum of $ 31.00 per day, whichever is less with the approval of the Employer.

On the day of return, an employee will be reimbursed as follows:

Breakfast	$6.00
Lunch	$10.00
Dinner	non reimbursable

An employee on non-overnight travel will be reimbursed as follows:

Breakfast	non-reimbursable
Lunch	$10.00

Dinner non-reimbursable

Said meal reimbursement shall occur only when the employee is required to travel outside the County.

F. The Employer shall reimburse the cost of an employee's social work licensure fees.

Section 25.2 The following items shall not be subject to reimbursement:

1. Entertainment
2. Laundry/dry cleaning
3. Room service charge
4. Expenses for spouse traveling with employee
5. Any allowable expense where no receipt is provided
6. Tips and gratuities
7. Alcohol
8. Valet parking (Unless required)

Section 25.3 Upon return from travel, employees shall file an expense report, with all receipts and mileage attached. Receipts are required for all reimbursable authorized expenses.

In order to receive reimbursement for travel expenses, requests must be turned in for approval within sixty (60) days after the expense was incurred.

ARTICLE 26 LEAVE OF ABSENCE

Section 26.1 Disability Leave and Disability Separation An employee who becomes unable to perform the duties of his/her position due to a disabling illness, injury or condition (including pregnancy and conditions related hereto), shall be granted a disability leave for up to six (6) months upon presentation of appropriate medical evidence. If the employee is unable to return to active work status within six (6) months due to the same or related disabling illness, injury, or condition, the employee will be given a disability separation. If an employee is placed on disability leave without pay and is subsequently given a disability separation, the total combined time of absence due to the disability shall not exceed two (2) years for purpose of reinstatement rights. Satisfactory written documentation substantiating the cause, nature and extent of the disabling illness, injury, or condition shall be required prior to the granting of a disability separation, unless the employee is hospitalized at the time the leave is to begin or the disability separation is given. If an examination is requested by the Employer, the Employer shall bear the cost of the examination. Upon the employee's return from disability leave or disability separation, he shall be returned to the same or similar position within the employee's former classification. If no similar classification exists, then a layoff situation may occur pursuant to layoff and recall.

Section 26.2 Personal Leaves of Absence An employee may request an unpaid leave for any reason for up to six (6) months with the approval of the Employer. A leave of absence for public service or education may be granted for up to two (2) years. The request for a leave of absence must be submitted in writing for a specific period of time.

Acceptable reasons for an unpaid leave of absence include:

A. Voluntary service in any government sponsored program of public betterment.
B. Family reasons that do not qualify under family and medical leave.
C. Other reasons for good cause as determined by the Employer.

Section 26.3 Education Leave An employee who has completed at least one (1) year of service with the Employer may be granted an educational leave for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance at any level. An employee shall submit to the employer pertinent information relating to the training for which the education leave is requested.

At the discretion of the Employer, employees who are attending college level classes may work a flex schedule to accommodate such classes if they are offered only during work hours, inclusive of one hour travel time. Coursework must be related to increasing the employee's job skills at the Department of Job & Family Services as defined by the job description.

Section 26.4 Abuse of Leave If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

Section 26.5 Reinstatement From Leave Upon completion of a leave of absence, the employee is to be returned to the same or similar position within the employee's former classification. If the employee's former classification no longer exists, the employee shall exercise her rights pursuant to Article 10, Layoff and Recall.

Section 26.6 Leaves With Pay

Military leave: Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of The United States are entitled to leave of absence from their respective duties for such time as they are in the military service on field training or active duty for periods not to exceed a total of one hundred seventy-six (176) hours in any one calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. Employees shall receive the difference between their regular pay and military pay for this period.

Employees who are members of the National Guard will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil

authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

Section 26.7 Health Benefits During Leave of Absence Employer paid health benefits will continue through the end of the month in which an unpaid leave of absence commences, and begins again on the first of the month following an effective return to work. For any time which Employer health benefits are not in effect, an employee may be eligible to pay for benefits under COBRA. Employees on paid leave of absence will continue to be covered by Employer paid benefits for the duration of the paid leave.

ARTICLE 27 WORK RULES

Section 27.1 All existing and future work rules shall be reasonable and apply equally to all employees of the Department. The Employer shall provide the Union with notice of any changes to the work rules at least one week prior to implementation.

Section 27.2 All work rules shall be reduced to writing and posted for two (2) weeks. Every affected bargaining unit member shall have access to them while they are in effect. The Union may request a special labor management meeting for the purpose of discussing rules with management.

Section 27.3 No work rule, regulation or procedure may violate this Agreement.

It is understood that any area of the Department of Job & Family Services Personnel Policy Manual that comes in conflict with the provisions of this Agreement shall become void as of the date of Agreement. It is further agreed that the continuation of the Personnel Policy Manual will not negate or void the Union's right to bargain on wages and hours of work, and conditions of employment as provided for by state or federal law.

All employees shall be provided a complete copy of the above-referred to Manual.

ARTICLE 28 PERS

Section 28.1 The Employer shall maintain all statutory deductions as required by the Public Employees Retirement System, in accordance with the Ohio Revised Code.

ARTICLE 29 SEPARATION PAY

Section 29.1 Upon separation from employment for any reason, an employee with at least one (1) year of service shall be paid for any unused vacation time to his or her credit as of the date of separation. Upon separation, all employees shall be paid for any compensatory time to his or her credit as of the date of such separation.

Section 29.2 Eligible employees who retire shall be paid for their sick leave in accordance with Article 11, Sick Leave.

Section 29.3 Such payments will be made within thirty (30) days of the separation.

ARTICLE 30 SAVINGS CLAUSE

Section 30.1 This Agreement shall supersede any present and future state and local laws, along with any applicable rules and regulations, and the invalidity of any provisions of this Agreement by reasons of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 30.2 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) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

Section 30.3 In the event any provision herein is so rendered invalid, upon written request of either party hereto, the Employer and the GMP shall meet within thirty (30) days for the purpose of negotiating a satisfactory replacement for such provision.

Section 30.4 Any negotiated change must be reduced to writing and signed by both parties to be effective and incorporated into this Agreement.

ARTICLE 31 WAIVER IN CASE OF EMERGENCY

Section 31.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislatures, such acts of God and civil disorder, the following conditions of the Agreement shall be automatically suspended:

a. time limits for the Employer's or Union's reply on grievances; and,

b. all work rules and/or provisions of this Agreement and practices relating to the assignment of all employees.

Section 31.2 Upon the official termination of an emergency, should valid 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 the grievance had properly progressed.

Section 31.3 Those provisions of this Agreement relating to established rates of pay shall not be waived during said emergencies, as defined in Section 1 above.

Section 31.4 Any event as described in Section 1 above, shall be deemed to have ended no later than forty-five (45) calendar days after the date the emergency was declared.

ARTICLE 32 SUPERVISORS

Section 32.1 It is not the intent of the Employer to assign supervisors to regularly perform the work of bargaining unit employees, nor is it the intent of the Employer to eliminate or erode the bargaining unit positions with the use of supervisors.

Section 32.2 No bargaining unit employee shall be responsible for supervising another bargaining unit employee.

ARTICLE 33 ATTENDANCE

Section 33.1 Employees are expected to report to work at their scheduled staring time.

All absences from work must be reported to the employee's immediate supervisor, or chain of command as soon as possible but no later than thirty (30) minutes after starting time of each day of absence.

On returning to work following an absence, the employee will complete a sick leave form, which shall be turned in to the immediate supervisor.

Section 33.2 Any disciplinary action for failure to comply will be in accordance with the disciplinary procedures article of this Agreement.

ARTICLE 34 JOB DESCRIPTIONS AND JOB AUDITS

Section 34.1 Each employee shall be provided with a copy of his or her job description.

Section 34.2 Copies of all job descriptions of bargaining unit positions shall be made available to the Union. The Employer shall inform employees of any changes in the job descriptions prior to the effective date of such change and upon request, shall meet with the union to discuss the potential changes prior to implementation.

Section 34.3 The assignment of job duties shall be substantially consistent with the job duties set forth in the employees' job descriptions.

Section 34.4 If an employee has reason to believe that she is performing duties that conflict with her current job description, the affected employee may have his/her position audited upon request to the appointing authority or her designee. Within thirty (30) calendar days, the Director or her designee shall request from the employee any additional necessary information, which will be provided as quickly as possible. Within thirty (30) calendar days of receipt of the information, the Director and/or designee shall determine if the employee's position should be updated based on the job duties performed.

Section 34.5 Employees changed to a higher rated position shall receive the rate for that position which grants an increase. Any increase shall be effective on the date the employee submitted the audit request to the Director or designee.

Section 34.6 If it is determined that the employee shall be placed in a lower rated position, the position shall be modified accordingly. Current employees serving in the lower rated position shall suffer no loss in compensation for the remainder of time that they serve in the lower rated position. When the position is vacated and subsequently filled, the employee selected shall be placed in the lower rated position at the appropriate pay rate.

Section 34.7 The Union shall be informed of any job change that results from a job audit. Any grievance filed pursuant to this Article shall be submitted to Step 3 of the grievance procedure.

Disputes concerning rates of pay for the assigned classification may be pursued through the grievance/arbitration procedure. If the Union prevails, the Employer has the option of paying the employee at the appropriate rate or assigning duties commensurate with the current classification.

ARTICLE 35 APPLICATION OF CIVIL SERVICE LAW

Section 35.1 Except as otherwise expressly provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Chapter 4117 of the Ohio Revised Code, no section of civil service laws contained in Chapter 124 of the Ohio Revised Code shall apply to bargaining unit employees, with the exception of O.R.C. 124.57 and civil service regulations pertaining to medical examinations.

It is expressly understood and agreed that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction with respect to bargaining unit employees.

ARTICLE 36 PERSONAL LEAVE

Section 36.1 Full time employees shall receive twenty four (24) hours per year of personal leave beginning January 1, 2012 and each year thereafter.

The usage of personal leave shall not affect the sick leave balance. Personal leave may be taken in one (1) hour increments. Except in case of emergency, no less than a twenty-four (24) hour notice of the intent to use personal leave shall be provided.

Section 36.2 Personal leave must be used in the calendar year it is earned. On December 1 of each year, employees who have not utilized the entire twenty four (24) hours of personal leave may elect to have the remaining hours converted to vacation leave or sick leave. Employee must notify the personnel officer of their election by December 1. Personal leave may not be carried over to a subsequent calendar year.

New employees shall earn personal leave prorated to the nearest calendar quarter after completion of their probationary period.

DURATION

ARTICLE 37

This Agreement shall be effective 10/16/2011 to 09/30/2014. Effective September 30, 201**3** either party may reopen Article 13 of the agreement for the purpose of negotiating wage and health insurance issues for the third year of this agreement.

ARTICLE 38 EXECUTION

Section 38.1 IN WITNESS WHEREOF, the parties hereto have caused this **amended** Agreement to be duly executed this ___ day of _____, 2013**.**

FOR THE UNION, GLASS, MOLDERS, POTTERY, PLASTICS AND ALLIED INTERNATIONAL UNION, AFL-CIO, CLC, LOCAL #384

_____
GMP Executive Officer

_____
Laura Jones

_____
Amy Creaturo-Moore

_____
Laura Gardner

_____
Jennifer Thompson

FOR THE COLUMBIANA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES/DIVISION OF CHILDREN SERVICES

_____
Eileen Dray-Bardon, Director
Columbiana County Dept.
of Job & Family Services

COLUMBIANA COUNTY BOARD OF COUNTY COMMISSIONERS:

_____
Michael Halleck, Commissioner

_____
Timothy Weigle, Commissioner

_____
James Hoppel, Commissioner

APPROVED AS TO FORM:

_____
Marc A. Fishel
Labor Counsel to Columbiana
County Dept. of Job & Family Services

2011-14 GMP Contract.rtf

ARTICLE 38 EXECUTION

Section 38.1 IN WITNESS WHEREOF, the parties hereto have caused this **amended** Agreement to be duly executed this ___ day of _____, 201**3.**

FOR THE UNION, GLASS, MOLDERS, POTTERY, PLASTICS AND ALLIED INTERNATIONAL UNION, AFL-CIO, CLC, LOCAL #384

GMP Executive Officer

Laura Jones

Amy Creaturo-Moore

Laura Gardner

Jennifer Thompson

APPROVED AS TO FORM:

Marc A. Fishel
Labor Counsel to Columbiana County Dept. of Job & Family Services

FOR THE COLUMBIANA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES/DIVISION OF CHILDREN SERVICES

Eileen Dray-Bardon, Director
Columbiana County Dept.
of Job & Family Services

COLUMBIANA COUNTY BOARD OF COUNTY COMMISSIONERS:

Michael Halleck, Commissioner

Timothy Weigle, Commissioner

James Hoppel, Commissioner

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APPENDIX A

GMP WAGE RATES

Appendix A as amended by re-opener negotiations 10/10/2013

GMP Wage Rates

		First 180 days	6 mo - 2 yrs.	2 yrs - 7 yrs.	7yrs - 14 yrs.	14+ yrs.
2013 Base Rate 01/01/2013	PR 4	$11.02	$11.70	$12.16	$12.74	$13.48
	PR 5	$11.55	$12.25	$12.73	$13.34	$14.12
	PR 27	$13.20	$14.11	$14.79	$15.66	$16.88
	2.75%	$.36	$.39	$.41	$.43	$.46
	PR 28	$13.93	$14.88	$15.61	$16.52	$17.82
	3.00%	$.42	$.45	$.47	$.50	$.53
	3.25%	$.45	$.48	$.51	$.54	$.58

		First 180 days	6 mo - 2 yrs.	2 yrs - 7 yrs.	7yrs - 14 yrs.	14+ yrs.
2014 Base Rate 1/1/2014	PR 4	$11.37	$12.05	$12.51	$13.09	$13.83
	PR 5	$11.90	$12.60	$13.08	$13.69	$14.47
	PR 27	$13.55	$14.46	$15.14	$16.01	$17.23
	2.75%	$.37	$.40	$.42	$.44	$.47
	PR 28	$14.28	$15.23	$15.96	$16.87	$18.17
	3.00%	$.43	$.46	$.48	$.51	$.55
	3.25%	$.46	$.50	$.52	$.55	$.59

COLUMBIANA COUNTY DJFS

Pay Range	Classifications
4	Unit Support Worker 1
5	Unit Support Worker 2 Clerical Specialist 2
27	SSW2 – non caseload
28	SSW2 – caseload

MEMORANDUM OF UNDERSTANDING

At the supervisor's sole discretion, employees who are late for justifiable reasons may be granted the option of taking vacation leave or comp time for this period. Such time shall not be counted as a tardy.

GMP Casual Dress Down for Employee Benefit Fund

Out of concern for fellow bargaining unit employees who may, at one time or another, be in need of assistance GMP will coordinate and be responsible for the disbursement of a GMP employee support fund. $1 donations will be collected for Casual Fridays on non-pay Fridays in order to provide funds for the cause. All employees within the Children Services Division of Columbiana County Job & Family Services may choose to participate in Casual Friday by donating $1 to the GMP employee support fund. Funds collected will be used to provide assistance to GMP employees in need. Decisions regarding who receives funds, amount of disbursement and accountability to the members will be the responsibility of GMP membership. Reports of collection , deposits and distribution will be through GMP communications, i.e newsletter. Employees will be asked to wear a badge on these non pay Fridays to designate "Casual Friday". People who dress casually will be expected to donate to the cause. Those employees who dress casual and do not donate will be in violation of the agency's dress code under CCDJFS policy. Management will continue to be responsible to monitor employees for appropriateness during such Casual Fridays.

This Casual Dress fund raising project will begin Friday, May 27, 2005.

Memorandum of Understanding
Between Columbiana County Department of Job & Family Services
and GMP 384

This Memorandum of Understanding between the CCDJFS and Local 384 of GMP is entered into for the purpose of modifying current contract language in Articles 11 and 36 of the Collective Bargaining Agreement dated 01-01-2008 through 12-31-2010, which has been extended through 10-15-2011.

As previously agreed to in an MOU dated 8-25-09, both parties agree to suspend the cash out of up to twenty four (24) hours of sick leave converted to vacation leave at the end of the calendar year. In addition both parties agree to suspend pay out of unused personal leave also to be converted to sick leave at the end of December of each year.

This memorandum of understanding sets no precedent for either party in future matters.

Agreement between Columbiana County Department of Job and Family Services and
GMP Local 384

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between the CCDJFS and Local 384 of GMP is entered into for the purpose of clarifying what steps need to be taken when the on call worker reports off sick. Such clarification is made to ensure that on call coverage is uninterrupted, and that no on call worker is in the position of being unable to perform required on call duties, due to illness or injury.

When an on call worker reports off sick, a conversation needs to take place between the supervisor and the on-call worker about what will happen re: on-call responsibilities. This means that supervisors need to be knowledgeable about who is on call; it also means that the expectation is that when the on-call worker calls off, she will mention the on-call issue as part of her reporting off information.

If the on-call worker is reporting off due to the illness of a family member, or for some other reason that does not incapacitate her from performing her on-call duties, it can be expected that those on-call responsibilities can be met.

If the worker is calling off due to personal illness or injury that is of such a nature that would not interfere with taking calls and responding appropriately, it can be expected that the on-call could continue as planned.

If the nature of the illness, or circumstances surrounding it (e.g. medication), are such that the on-call responsibilities are likely to be interfered with, an alternative plan will need to be made. Input from the worker and supervisor will be considered when making this decision.

If an on-call worker is off on sick leave for more than one day, an alternative plan may be made.

This Memorandum of Understanding is entered into without prejudice, does not negate any current policy and sets no precedent for either party in future matters.

Signatures: Date: *10/06/08* .

CCDJFS:	**Union:**
Eileen Dray-Bardon .	*Paula Beverly* .
_____ .	_____ .

Agreement between Columbiana County Department of Job and Family Services and
GMP Local 384

MEMORANDUM OF UNDERSTANDING

The parties agree to establish a pilot program regarding four ten hour work days per week for adoption and visitation aides effective January 1, 2012. The pilot program shall be in existence for up to six months. This pilot schedule may be extended or terminated after six months or sooner by mutual agreement of the parties.