

01-29-16
13-MED-08-0885
0306-01
K30738

MEMORANDUM OF UNDERSTANDING
ARTICLE 23 HOLIDAYS

The Board of Clark County Commissioners (Board) and American Federation of State, County and Municipal Employees (AFSCME) Ohio Council 8, Local 1939, enter into this agreement dated Oct. 21, 2015.

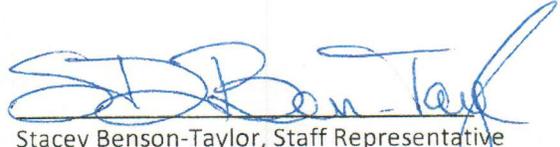
Whereas, in addition to the list of holidays observed in Section 23.1 of the Collective Bargaining Agreement, the parties desire to add the following language after Section 23.1:

"Any additional holidays granted by the Board of County Commissioners to non-bargaining employees of the Board will also be granted to Union members."

All other sections of Article 23 remain in effect.

Agree:

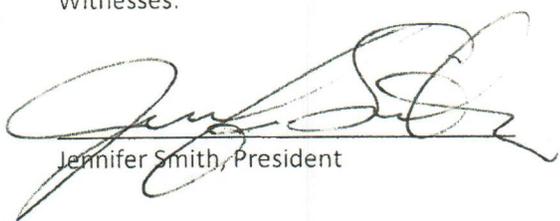
AFSCME Ohio Council 8, Local 1939


Stacey Benson-Taylor, Staff Representative

Board of Clark County Commissioners


Nathan D. Kennedy, County Administrator
Resolution 2015-0786, October 21, 2015

Witnesses:


Jennifer Smith, President


Virginia Martycz, Acting Director, CCDJFS

MEMORANDUM OF UNDERSTANDING

ARTICLE 16

The Board of Clark County Commissioners ("Board") and American Federation of State, County and Municipal Employees ("AFSCME") Ohio Council 8, Local 1939, enter into this memorandum of understanding ("MOU") dated July 8, 2015.

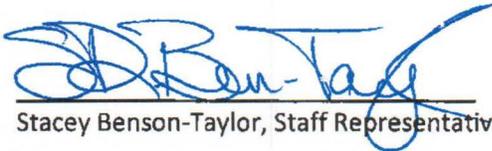
Section 16.4 Voluntary Demotion/Resignation and Rehire: If an employee of the Clark County Department of Job and Family Services ("DJFS") within the bargaining unit voluntarily demotes from the employee's position to accept a DJFS bargaining unit position in a lower pay range or voluntarily resigns from the employee's position and subsequently accepts a DJFS bargaining unit position in a lower pay range, the employee's seniority and vacation, personal and sick leave balances will remain intact, provided that the employee has not received separation pay for said balances. In order for this MOU to apply, the employer may require the employee to provide written notice that the employee is voluntarily demoting or resigning. In the event of resignation, the employee must begin the new position within 30 days after the effective date of the resignation, and the employee shall be responsible for notifying the employer if the employee does not wish to receive separation pay due to this MOU. This resignation and rehire MOU is not intended to apply to an employee who is rehired after taking retirement.

Beginning on the first day of the new position, the employee will be required to complete a new probationary period of 180 days. The employee will be subject to a pay reduction of 10% for the first pay range reduction, and an additional 5% pay reduction for each additional pay range reduction, not to be reduced beyond the entry level pay for the new classification. Additionally, if the employee has not been compensated for education in the previous position, an education allowance will be added to the employee's compensation as provided in Section 35.5. An employee demoted or rehired pursuant to this MOU will not be paid less than a new employee with equivalent education. Upon completion of the probationary period, the employee shall receive a one-time 3% wage increase to their base rate of pay.

Agree:

AFSCME Ohio Council 8, Local 1939

Board of Clark County Commissioners


Stacey Benson-Taylor, Staff Representative


Nathan D. Kennedy, County Administrator
Resolution # 2015-0559

Witness:

Jennifer Smith, President



David Dombrosky, Director, Clark County JFS

Legal sufficiency to form:

A handwritten signature in blue ink, appearing to read "Hurti" followed by a stylized flourish.

On behalf of D. Andrew Wilson
Clark County Prosecuting Attorney

MEMORANDUM OF UNDERSTANDING

CLARIFICATION OF COLLECTIVE BARGAINING AGREEMENT, SECTION 31.4 & 35.1

By mutual agreement, the Board of Clark County Commissioners (Board) and American Federation of State, County and Municipal Employees (AFSCME) Ohio Council 8, Local 1939 (the "Parties"), enter into this memorandum of understanding dated April 4, 2014. The Parties agree that the Collective Bargaining Agreement between them effective from January 1, 2014 through December 31, 2016 be clarified and amended as follows:

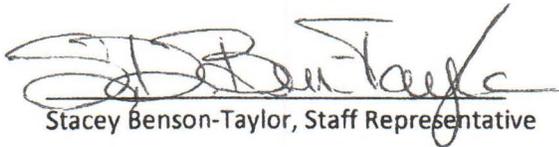
Section 31.4 Compensatory Time – Add to end of section 31.4 "Compensatory time shall be taken in one-quarter (1/4) hour increments." All other sections of Article 31 remain in effect.

Section 35.1 - Replace last paragraph of Section 35.1 with "Consistent with past practices for merit pay, where a wage increase exceeds the pay range maximum, affected employees shall receive the equivalent in a lump sum payment." All other sections of Article 35 remain in effect.

Agree:

AFSCME Ohio Council 8, Local 1939

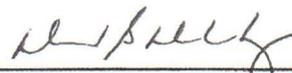
Board of Clark County Commissioners


Stacey Benson-Taylor, Staff Representative


Nathan D. Kennedy, County Administrator
Resolution 2014- 0253

Witnesses:


Karen ~~Sims~~^{Sims}, President KS


David Dombrosky, Director, CCDJFS

MEMORANDUM OF UNDERSTANDING

Appointment to Social Worker 2 Position

The Board of Clark County Commissioners, the Clark County Department of Job and Family Services (collectively, "the Appointing Authorities"), American Federation of State, County and Municipal Employees ("AFSCME") Ohio Council 8, Local 1939, and Tori Ashley ("Ms. Ashley") enter into this memorandum of understanding ("MOU") dated July 22, 2015, and remaining in full force and effect until ~~December 31, 2015~~. June 30, 2016 *WAS 9/15/15 NK SBT*

Whereas, Ms. Ashley, a Social Worker I applied for and was selected to fill a Social Worker 2 position;

Whereas, the Appointing Authorities require candidates to have a bachelor's degree to qualify for appointment to the Social Worker 2 position; and

Whereas, Ms. Ashley has an associate's degree in human services-related studies and is currently pursuing a bachelor's degree in human services-related studies, which she will obtain in ~~December 2015~~; June 30, 2016 *NK*

Therefore, the parties agree to the following:

1. The Appointing Authorities agree to temporarily waive the County's degree requirements and place Ms. Ashley in the Social Worker II position.
 2. The starting pay for Ms. Ashley shall be 4% below the minimum.
 3. In the event that Ms. Ashley obtains her bachelor's degree on or before the last day of this MOU, she will receive an increase to restore the amount reduced below the minimum.
 4. The parties understand and agree that the Appointing Authorities are under no obligation to agree to the same or similar terms with respect to any other employee or the filling of any other vacancy; notwithstanding this MOU, all other appointments will be made pursuant to the terms of the Collective Bargaining Agreement and the rules, policies, and practices of the Appointing Authorities in effect at the time of such appointments; and this MOU does not constitute an employment contract.
 5. This MOU constitutes the entire agreement between the parties and supersedes any prior understanding among them. No representations, arrangements, understandings, or agreements related to the subject matter exist among the parties except as expressed in this MOU, and any questions arising with respect to the subject matter that are not specifically or expressly provided for in this MOU shall be decided by the terms of the Collective Bargaining Agreement, the rules, policies, and practices of the Appointing Authorities, and Ohio law.
- WAS 9/15/15 NK SBT*

Agree:

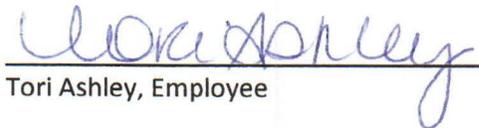
AFSCME Ohio Council 8, Local 1939



Stacey Benson-Taylor, Staff Representative



Jennifer Smith, President Local 1939



Tori Ashley, Employee

Board of Clark County Commissioners


Nathan D. Kennedy, County Administrator
Resolution # 2015-0591
David Dombrosky, Director, Clark
County JFS

MEMORANDUM OF UNDERSTANDING

Appointment to Social Worker 2 Position

The Board of Clark County Commissioners, the Clark County Department of Job and Family Services (collectively, "the Appointing Authorities"), American Federation of State, County and Municipal Employees ("AFSCME") Ohio Council 8, Local 1939, and Tori Ashley ("Ms. Ashley") enter into this memorandum of understanding ("MOU") dated July 22, 2015, and remaining in full force and effect until ~~December 31, 2015.~~ June 30, 2016 (EA) J.S. NK ST

Whereas, Ms. Ashley, a Social Worker I applied for and was selected to fill a Social Worker 2 position;

Whereas, the Appointing Authorities require candidates to have a bachelor's degree to qualify for appointment to the Social Worker 2 position; and

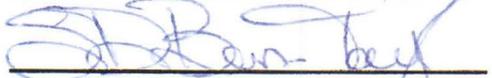
Whereas, Ms. Ashley has an associate's degree in human services-related studies and is currently pursuing a bachelor's degree in human services-related studies, which she will obtain in ~~December 2015;~~ June 30, 2016 (EA) NK J.S. ST

Therefore, the parties agree to the following:

1. The Appointing Authorities agree to temporarily waive the County's degree requirements and place Ms. Ashley in the Social Worker II position.
2. The starting pay for Ms. Ashley shall be 4% below the minimum.
3. In the event that Ms. Ashley obtains her bachelor's degree on or before the last day of this MOU, she will receive an increase to restore the amount reduced below the minimum.
4. The parties understand and agree that the Appointing Authorities are under no obligation to agree to the same or similar terms with respect to any other employee or the filling of any other vacancy; notwithstanding this MOU, all other appointments will be made pursuant to the terms of the Collective Bargaining Agreement and the rules, policies, and practices of the Appointing Authorities in effect at the time of such appointments; and this MOU does not constitute an employment contract.
5. This MOU constitutes the entire agreement between the parties and supersedes any prior understanding among them. No representations, arrangements, understandings, or agreements related to the subject matter exist among the parties except as expressed in this MOU, and any questions arising with respect to the subject matter that are not specifically or expressly provided for in this MOU shall be decided by the terms of the Collective Bargaining Agreement, the rules, policies, and practices of the Appointing Authorities, and Ohio law.

Agree:

AFSCME Ohio Council 8, Local 1939



Stacey Benson-Taylor, Staff Representative



Jennifer Smith, President Local 1939



Tori Ashley, Employee

Board of Clark County Commissioners



Nathan D. Kennedy, County Administrator

Resolution # 2015-0591



David Dombrosky, Director, Clark
County JFS