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**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**COLUMBIANA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

**AND**

**AFSCME, OHIO COUNCIL 8, Local 3192**

**Effective from**

**Upon Execution  
through November, 30, 2015**

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## PREAMBLE

This Agreement is made by and between the Columbiana County Department of Job and Family Services hereinafter known as the Employer or Department, and Ohio Council 8, AFSCME, AFL-CIO, and Local 3192, hereinafter known as the Union.

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union and is to provide a fair and responsible method of enabling employees covered by this Agreement to participate, through Union representation, in the establishment of the terms and conditions of their employment

## ARTICLE 1 - UNION RECOGNITION

**Section 1.1** The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees of the Columbiana County DJFS, as described by the State Employment Relations Board (SERB) "Certification Pursuant to Request for Recognition", Case No. 94-REP-12-0284, 98-REP-06-0146, which is attached as an Appendix to this Agreement.

**Section 1.2** When a new classification is created, the Employer shall notify the Union and, upon request, meet with the Union regarding bargaining unit status.

Should an impasse be reached concerning any dispute relative to the inclusion or exclusion of a new classification the dispute shall be resolved as provided by Chapter 4117 of the Ohio Revised Code.

## ARTICLE 2 - MANAGEMENT RIGHTS

**Section 2.1** 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 2.2** 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 work force.
- 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 2.3** 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 3 - NON-DISCRIMINATION**

**Section 3.1** The Employer and the Union agree that they shall not discriminate against any employee on the basis of age, gender, sexual orientation, color, creed, national origin, political affiliation, religion, marital status, disability or union activity.

**Section 3.2** The Employer and the Union agree that they shall not discriminate against, interfere, restrain or coerce any employee because of membership in the Union or because an employee holds Union office, or shall they interfere with an employee's right to become a member of the Union or non-member.

**Section 3.3** The Employer and the Union agree that employees shall not suffer sexual harassment in the workplace. The Union can submit such a complaint directly to the last step of the grievance procedure.

**Section 3.4 ADA Compliance** The Union and the Employer agree this contract will comply with the Americans with Disabilities Act (ADA). If an employee with a bona fide disability under the ADA makes a request for a reasonable accommodation under the Act, the employee has the right to Union representation during the process to identify the accommodation.

The Employer will notify the Union in advance of any reasonable accommodation it proposes to make. If the Union wishes to discuss the proposed accommodation, it will make written request of the Employer for a meeting to discuss the matter within five (5) working days of the receipt of the notice and the parties will meet before any accommodation is made.

**Section 3.5** All references to employees in this Agreement designate both sexes, and wherever the female gender is used it shall be construed to include both male and female employees.

#### **ARTICLE 4 - UNION RIGHTS AND REPRESENTATION**

**Section 4.1** Non-employee representatives of the Union shall have the right to enter the facilities of the Employer and visit with the employees covered by this Agreement for the purpose of attending labor-management meetings, investigating and processing grievances in accordance with the Grievance Procedure contained in this Agreement and any other official business. Union representatives shall notify the Director of the Agency or her designee upon entering the premises. These visitations shall not interfere with the operations of the Department.

**Section 4.2** The Employer recognizes the right of the Union to select local union officers, stewards or alternate stewards to represent the employees in grievances arising under the Agreement. The Union shall notify the Employer of the names of the individuals holding these positions and indicate their respective duties. A Union representative shall be assigned to each division. These Union officers, stewards and alternate stewards shall be allowed reasonable time for the purpose of investigating grievances in accordance with the grievance procedure.

**Section 4.3** Necessary employees, stewards and other appropriate officers of the Union may attend all grievance meetings as contained in the grievance procedure without loss of pay or benefit.

**Section 4.4** In the event a grievance is processed to arbitration, necessary employees, stewards, the Union president and all employee witnesses will be permitted to attend the hearing in accordance with the grievance/arbitration procedure.

**Section 4.5** Within time limits set forth in the grievance procedure, meetings shall be held at times mutually convenient and acceptable to the Employer and the Union.

**Section 4.6** The Employer agrees to provide a bulletin board and space for placing the bulletin board, for use by the Union only, at a designated location in the Agency mutually agreed to by the parties.

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, inappropriate materials shall be removed by the Union within twenty-four (24) hours.

**Section 4.7** A Union steward or officer will be permitted to meet with new employees for fifteen minutes during the orientation process or some time during their first week of employment. A Union steward or officer may meet with an employee for thirty minutes before and ten (10) minutes after the employee's disciplinary meeting.

## ARTICLE 5 - DUES DEDUCTIONS/FAIR SHARE FEE

**Section 5.1** The Employer shall deduct regular union dues, initiation fees and assessments from the pay of employees in the bargaining unit, upon receipt from the Union of individual written authorization cards voluntarily signed by employees.

**Section 5.2** Deductions will be made from the pay of all bargaining unit members, who have authorized the deduction, each pay period. The Employer shall be relieved from making such individual deductions upon (a) termination of employment, (b) transfer to a job other than one covered by the bargaining unit, (c) layoff from work, (d) an unpaid leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or the terms of this agreement. The Employer shall not be obligated to make dues, fees or assessment deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, fees and assessment deduction.

**Section 5.3** 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 are automatic and do 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 Controller of Ohio Council 8.

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 5.4** 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 5.5** All Union dues and fair share fee deductions will be transmitted to the Union no later than the fifteenth (15<sup>th</sup>) day following the end of the pay period in which deductions are made. These deductions shall be forwarded to the Controller of AFSCME Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085-2512.

**Section 5.6** Two lists will accompany each remittance of checkoff 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 checkoff 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 5.3 above.

**Section 5.7** 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 6 - NO STRIKE/NO LOCKOUT**

**Section 6.1** The parties to this Agreement recognize that the procedures set forth herein shall serve as a means for the peaceful resolution of all disputes which may arise during the term of this Agreement. Therefore, for the life of this Agreement, the parties agree to the following:

- A. That neither the Employer nor its officers or representatives will authorize, instigate, cause and/or condone any lockout of bargaining unit members.
- B. That neither the Union nor its authorized officers or representatives will authorize, instigate, cause and/or condone any strike, work stoppage or concerted "sick" leave by bargaining unit members.

The Union shall actively discourage any violation of this Article and O.R.C. 4117.

## **ARTICLE 7 - PROBATIONARY PERIOD**

**Section 7.1** All new employees hired within pay ranges 3 and 5 of the wage scale shall serve a probationary period of 180 days, all new employees hired after the execution of this contract within pay ranges 26 through 29 of the wage scale shall serve a probationary period of 270 days. All newly hired employees will receive probationary pay increases to Step 1 of the wage scale after 180 days. The new hire probationary period shall begin on the first day for which the employee receives compensation from the Employer. Newly hired probationary employees may

join the Union and file grievances; however, no grievance may be filed concerning the discipline of newly hired probationary employees.

All employees who are promoted shall serve a probationary period of 120 days. Employees who laterally transfer outside of their classification will serve a 90-day probationary period.

Employees serving a probationary period shall be prohibited from bidding on another position.

**Section 7.2** During the probationary period the Employer shall complete a performance evaluation at the mid point and at the end of the probationary period. Probationary and annual evaluations shall not be subject to the grievance procedure. The Employer shall make every reasonable effort to complete performance evaluations in a timely manner.

**Section 7.3** 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 7.4** 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 same or similar position 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 or to the State Personnel Board of Review.

**Section 7.5** Before demotions occur the employee shall be given a probationary period of not less than 60 days. If during this period the employee voluntarily agrees to a demotion, the demotion will not be considered discipline. Demotions may only be used for job performance.

**Section 7.6** For purposes of this Article, any sick leave used during the probationary period in excess of twenty-four (24) hours shall extend the probationary period by an equivalent period. Any employee who has lost work time due to injury, personal leave, vacation leave or an unpaid leave of absence of more than four (4) consecutive days, shall have their probationary period extended by the length of time lost. Said extension shall be computed on a day for day basis.

Nothing in this Section shall be interpreted as prohibiting employees serving in a promotional probationary period from using accumulated but unused vacation leave consistent with the operational needs of the Employer.

**Section 7.7** The probationary period set forth in this Article may be extended by mutual agreement of the Employer, the Union and the employee.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

**Section 8.1** It is mutually understood that the prompt presentation, answering and adjustment of grievances is desirable to promoting sound relations between the Union and the Employer. A grievance, for the purposes of this Agreement is defined as a dispute or difference between the

Employer and the Union or the Employer and an employee, regarding the interpretation, application or compliance relative to any provision of this Agreement. Every employee and the Union shall have the right to present a grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal.

**Section 8.2** Union stewards shall be allowed reasonable time during working hours to investigate and process grievances. Stewards, grievants 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 in the following manner:

When an employee believes he/she has a grievance, they will ask their immediate supervisor to call their Union Steward. The supervisor will notify the Steward of the employee's request as soon as possible. In no event shall the supervisor fail to notify the Steward within twenty-four (24) hours of the request. No request shall be unreasonably denied. The supervisor of the grievant and Steward will arrange a time the employee can meet with the Steward. Prior to leaving their work site, the Steward will fill out a union leave form and submit it to their supervisor with the appropriate date and time. After the employee and Steward have finished meeting, the Steward will return to his work area and add the return time on the leave form so there is an official record of the amount of time each Steward spends on grievances.

No official of the Union shall interfere or disrupt the normal work duties of other employees. The Union shall not conduct union business during working hours except to the extent authorized by this Agreement. The Union shall cease unauthorized union activities immediately upon the request of the supervisor of the area where the activity is actually occurring.

**Section 8.3** Except at Step 1, all grievances should include: the name and position of the grievant; the identity of the provisions of this Agreement involved in the grievance, the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing the said grievance, if known to the grievant; and, a general statement of the redress sought by the grievant.

**Section 8.4** It is the mutual desire of the Employer and the Union to provide for the prompt adjustment of grievances. Every responsible effort will be made to resolve a grievance at the earliest possible step. In furtherance of the objective the following procedure for the processing of grievances shall be followed:

**Step 1** Should an employee have a complaint it will be brought, verbally, to the attention of the immediate supervisor within ten (10) working days of the time the employee should have knowledge of the event giving rise to the complaint. The supervisor shall discuss the complaint with the employee and the Union and within two (2) working days of that discussion respond in writing to the complaint. If the employee or the Union is not satisfied with the response, they

may, within five (5) working days appeal this answer to Step 2 of the procedure.

**Step 2** If the grievant or the Union is unsatisfied with the response at Step 1 of this procedure, the grievance shall be reduced to writing and submitted to the administrator of the division within five (5) working days of the receipt of the Step 1 response. The administrator shall schedule a hearing with the grievant, the Union Representative and witnesses within five (5) working days of receipt of the appeal. The administrator shall have five (5) working days after the hearing to submit a written response to the union.

**Step 3** If the grievant or the Union is unsatisfied with the response at Step 2 of this procedure, the grievance shall be reduced to writing and submitted to Director of the Agency or her designee, within five (5) working days of the receipt of the Step 2 response. The Director or her designee will schedule a hearing with the grievant, Union representative and witnesses within five (5) working days of receipt of the appeal. The Director or designee will have five (5) working days after the hearing to submit a written response to the Union.

**Step 4** The Union or the employer may initiate mediation of a grievance by giving written notice to the other party within seven (7) days of the receipt of the Step 3 decision. Upon receipt of written notice pursuant to this Step, the time limits for the grievance procedure shall be suspended until (1) mediation is concluded; or (2) either party rejects or rescinds, in writing, its participation in mediation, whichever occurs first.

**Step 5 Arbitration** If the grievance is not satisfactorily adjusted in Step 3, the Union may appeal the grievance in the following manner:

- A. Within thirty (30) working days of the receipt of the Step 3 answer, the Union will notify the Director, in writing, of the Union's intent to arbitrate the grievance.
- B. Within five (5) working days of the notification, the Union shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Upon receipt of this list, the parties will meet within seven (7) calendar days to select an arbitrator. The Arbitrator to hear the case will be selected by using the "alternate strike" method of selection. The Union shall first strike any unacceptable name from the list, and then the Employer shall strike and the process will continue until one name remains and that name will be selected to hear the dispute. Each party shall have the ability to reject one (1) list in its entirety. In this event the Union shall, within five (5) working days of the rejection, request an alternate list from the FMCS. In no case will more than three (3) lists be requested unless the third list is rejected by both parties.
- C. The arbitration step of the grievance procedure shall be conducted pursuant to the rules and procedures of the Federal Mediation and Conciliation Service. The Arbitrator's decision will be issued in writing not more than thirty (30) days from the close of oral

arguments or the filing of briefs, unless the time period is mutually extended by the parties. All decisions of the Arbitrator shall be final and binding upon the Union, the Employer and its employees. The fees and expenses of the Arbitrator shall be borne equally by the Employer and the Union.

Aggrieved employees, stewards, union representatives and necessary witnesses shall not suffer loss of any regular wage or benefit for time off the job while attending an arbitration proceeding.

All decisions of the Arbitrator, all pre-arbitration settlements, reached between the Employer and the Union and all grievance answers not appealed shall be final, conclusive and binding on the Employer, the Union and the employees. A grievance may be withdrawn by the Union at any time during the grievance procedure and that such withdrawal shall be without precedent or prejudice to any decisions of the parties as they relate to that grievance or any further grievances.

**Section 8.5** The Union retains the right to modify or amend a grievance at any step of the grievance procedure. The modification shall not substantively alter the grievance. Any such modification or amendment shall be submitted in writing to the Employer.

**Section 8.6** All employees are entitled to have union representation at all steps of the grievance procedure and no union representative, witness, nor grievant shall suffer any loss of regular wages or benefits while attending a hearing or investigating or processing a grievance during normally scheduled work hours.

**Section 8.7** A policy grievance which affects a substantial number of employees may be submitted directly to Step 2 of the grievance procedure.

**Section 8.8** The time limits set forth in this grievance procedure (Article 8 and 9 inclusive) shall, unless extended by mutual written agreement of the Employer and the Union, be binding upon both parties. If the Employer fails to timely respond under the terms of the grievance procedure, the grievance shall be automatically advanced to the next step. If the Union fails to advance or appeal a grievance within the time frames outlined in this procedure, the grievance shall be considered resolved based upon the last written answer of the Employer at the step the answer was given.

**Section 8.9** 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 provision of the grievance and arbitration procedure.

## ARTICLE 9 - ARBITRATION PROCEDURE

**Section 9.1** 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.

**Section 9.2** 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 9.3** It is agreed that the calling of witnesses shall not unreasonably interfere with the operations of the Department.

**Section 9.4** 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.

## ARTICLE 10 - SICK LEAVE

**Section 10.1** 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; or (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. If an employee fails to comply with the provisions of this Article, his/her sick leave application shall be denied and he/she shall not be paid for the absence.

Any time a doctor is visited and the time away from the workplace exceeds two (2) hours excluding the related 30 minutes when lunch is attached, verification of the visit must be submitted with a sick leave request form before such sick leave request shall be paid. The Employer may question the validity of sick leave requests or usage. New hire probationary employees shall be required to provide written verification of all incidents of sick leave usage during their probationary period.

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 10.2** 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. An employee who transfers from another Columbiana County agency to the DHS shall retain any sick leave balance.

**Section 10.3** 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.

**Section 10.4** The Employer, with reasonable cause, may require an employee to furnish a satisfactory written, signed doctor's statement to justify use of sick leave. An employee who has been absent from work for three (3) or more 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 shall be just and sufficient cause for disciplinary action. The Employer must investigate any suspected abuse or misuse of sick leave, prior to issuing disciplinary action. The Employer shall not abuse this right.

Employees shall report off from work for sick leave purposes in accordance with Department rules when able. 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 an employee, the employee shall contact his supervisor within a reasonable period thereafter and/or the Employer may contact the employee.

**Section 10.5** An employee's immediate family as referred to herein, shall include his spouse, mother, father, step-parent, child, stepchild, brother, sister, 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. Sick leave may be used to transport immediate family members to a medical appointment if the presence of the employee is required for medical reasons, the Department may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person.

**Section 10.6** Employees hired after March 1, 1999, 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.

Employees hired prior to March 1, 1999 who retire with more than twenty (20) years of service receive 100% of 960 hours. Employees who retire with 10-19 years of service receive 75% of up to 960 hours with a maximum payout of 720 hours.

**Section 10.7 Bereavement Leave** Full-time bargaining unit employees shall be granted bereavement leave of three (3) days in the event of a death in the immediate family. Such leave shall be granted in direct conjunction with either the date of death or the scheduling of services. Definition of immediate family for the purpose of this Section shall be the same as defined in Section 10.5. A two (2) day leave shall be granted in the case of the death of a son-in-law or

daughter-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, not to exceed two (2) days, if necessary.

**Section 10.8** Time off for a serious health condition within the meaning of the Family Medical Leave Act shall be designated as family medical leave after the employee has been on sick leave due to the same or related condition for twenty (20) workdays. For employees with less than twenty (20) days of sick leave, family medical leave shall commence after the sick leave is exhausted.

When an employee has an insufficient amount of sick leave, or has exhausted their sick leave balance, due to an FMLA qualifying condition and has returned to active pay status, they may use accumulated vacation leave for documented sick leave occurrences. Any accumulated sick leave will be used prior to using vacation leave. Appropriate documentation must be received prior to the employee being compensated.

**Section 10.9** As an incentive to employees to not use sick leave, employees who maintain attendance, excluding FMLA, vacation, personal leave and compensatory time, of at least 99% or better in a calendar quarter will receive a one-time incentive payment of fifty dollars (\$50) per quarter. (MOU dated 09-08-09) In addition, employees who maintain attendance of at least 99% for a calendar year, excluding FMLA leave, vacation, personal leave and compensatory time, and having a sick leave balance of at least 160 hours will be given the option of converting up to twenty-four (24) hours of sick leave to vacation leave. Employees who elect to convert such leave may cash in all or part of the converted leave. (MOU dated 09-08-09)

Parties agree to meet on or about May 1<sup>st</sup> to discuss the feasibility of implementing the cash out provisions of the section.

## **ARTICLE 11 - MEDICAL EXAMINATIONS**

**Section 11.1** The Employer may require an employee to take an examination, conducted by a licensed medical practitioner, to determine the employee's physical or mental capability to perform the material and substantial duties of the employee's classification. If found not able to perform the material and substantial duties, the employee may request available sick leave, vacation leave and disability leave with the right to return within two (2) years. The cost of such examination shall be paid by the County. If the employee disagrees with the determination he may be examined by a medical practitioner of his choice at his expense. If the two reports conflict a third opinion shall be rendered by a neutral party chosen by the Employer and the employee, which decision shall be final and binding. The neutral party's cost shall be borne equally by the Employer and the employee.

**Section 11.2** Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline which may include dismissal.

**Section 11.3** If an employee after examination is found to be unable to perform the material and substantial duties of his position, the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to worker's compensation, if eligible)

**Section 11.4** If an employee refuses to go on a leave status or refuses to request paid or unpaid leave, the Employer may place the employee on unpaid disability separation. Such separation shall continue for a period of two (2) years unless the employee is certified as being able to return to work by a physician. If the employee is not able to return to work by the end of that two (2) year period, he or she shall be deemed permanently separated from employment with the Employer. The Employer shall have the right to have the employee examined prior to his return.

**Section 11.5** Any cost for examinations required by the Employer shall be paid by the Employer. Employees shall have the right to submit examination reports to the Employer which would respond to the questions of an employee's ability to perform the material and substantial duties of his position.

## **ARTICLE 12 - LAYOFF AND RECALL**

**Section 12.1 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 12.2 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 which the layoffs will occur.
- B. All of the Employer's casual, intermittent and 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 12.3 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) in the next lower classification as set forth in Appendix A if the employee meets the qualifications for the position; and then (3) 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 15.

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.

Employees shall give notice of intent to exercise their bumping rights within five (5) work 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.

A non-bargaining unit employee who has no AFSCME seniority left pursuant to Article 15 (Seniority), Section 15.7 shall only have the right to bump into this bargaining unit provided there is a vacant position. This is in effect for layoffs, job abolishments and demotions.

**Section 12.4** 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 12.5 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 classification as set forth in Appendix B within the group 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 eighteen (18) calendar months from the effective date of their layoff or displacement.

**Section 12.6 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 12.7 Severance Pay** Employees displaced by a work force reduction shall be entitled, on their last date of employment, to all wages and other severance pay provided by this Agreement which is due to such employees.

**Section 12.8** 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 13 - LABOR-MANAGEMENT MEETINGS

**Section 13.1** In the interest of sound labor management relations the parties agree to meet no more than once a month at a mutually agreed time for the purpose of discussing those matters as outlined in Section 2 below. Employees who attend labor/management meetings during their regular work hours shall not lose straight time pay for time spent in such meetings. Attendance at labor-management meetings shall in no way impact eligibility for overtime.

**Section 13.2** The parties shall prepare and exchange written agendas of specific matters to be discussed at least three (3) working days in advance of the scheduled meeting. At the same time the Union shall notify the Employer of the names of those individuals who will be in attendance. If neither party has a prepared agenda, the meeting shall be waived for that month. Only items on the agenda will be discussed. The parties shall consider alternately the consecutively placed items from both lists. Minutes will be prepared and disseminated.

The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Disseminate general information of interest to the parties;
- C. Discuss grievances which have not yet been processed beyond step three of the grievance procedure;
- D. Give the Union representative the opportunity to share the view of their members and/or suggestions on subjects of interest to their members;
- E. Discuss ways to improve efficiency and work performance;
- F. Consider and discuss health and safety matters;
- G. Notify the Union of any operational or policy changes which affect bargaining unit members at least two weeks before changes occur.

**Section 13.3** Labor Management meetings are not intended to be used as negotiation sessions or as a basis to alter or amend the basic Agreement.

## ARTICLE 14 - PRE-DISCIPLINARY CONFERENCE/DISCIPLINE

**Section 14.1** Employees may only be disciplined for just cause. When the Employer takes disciplinary action, it shall take into account the nature of the violation, the employee's work record and past performance, past disciplinary actions, the severity of the incident and other appropriate considerations. 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.

**Section 14.2** 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 14.3** Pre-disciplinary conferences will be conducted by a neutral Supervisor, from those supervisors not directly in a line of the employee.

**Section 14.4** 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 14.5** At the pre-disciplinary conference, the neutral supervisor will ask the employee or his/her representative to respond the allegation(s) of misconduct which were outlined to the employee.

**Section 14.6** At the conference the employee may present any witness statements or documents which explain whether or not the alleged conduct occurred. Upon request, the employee may be represented by a Union Steward and/or Officer at the pre-disciplinary conference.

**Section 14.7** 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 14.8** In the event of suspension, discharge or demotion, the employee has a right to have his Steward and/or one 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.

Disciplinary action shall be corrective, progressive, and uniform in nature and shall not be applied in an arbitrary manner.

- A. **Oral Reprimand:** Employees shall be informed in advance of a meeting or conference with a supervisor for the purpose of discipline and the employee may have their Union Steward or Officer attend with them if they so desire.
- B. **Written Reprimand:** Employees shall be informed in advance of a meeting or conference

with a supervisor for the purpose of discipline and the employee may have their Union Steward or Officer attend with them if they so desire. The reason for reprimand shall be provided in writing and a copy of the reprimand provided to the disciplined employee, a copy placed in the employee's personnel file, and with the consent of the affected employee, a copy to the Union President.

- 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 Article 13 above, 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 Article 13 above, prior to any disciplinary action.

**Section 14.9** Any disciplinary action taken against an employee shall be appealable directly to the Director's step of the grievance procedure.

**Section 14.10** 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 14.11** 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)

## ARTICLE 15 - SENIORITY

**Section 15.1** 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 or the Columbiana County Domestic Relations Court shall be the seniority determinant for lay-off, 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 and Family 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 not accrue seniority or service time while on leave without pay, on disability leave or any status while not receiving pay from the Employer or workers' compensation leave in excess of twelve (12) months. Such status shall not constitute a break in seniority.

**Section 15.2** Total seniority shall apply to layoffs, the bidding process and vacation preference if two or more employees apply at the same time for vacation.

**Section 15.3** On the effective date of this Agreement, all employees currently employed by the Agency will be credited with their present length of service. Employees who are hired after March 1, 2002 shall receive vacation leave and longevity, based on their length of service with the CCDJFS.

**Section 15.4** 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 15.5** Seniority shall be applied as a determining factor only in those matters and to the extent as specifically specified elsewhere in this Agreement.

**Section 15.6** 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 15.7** 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 reduced on a time for time basis. That is, every year an employee serves in a non-bargaining unit position, they will lose a year of bargaining unit seniority. For example, an employee who served in a bargaining unit position or such position's predecessor shall have their bargaining unit seniority reduced by one year for each year they serve in a non-bargaining unit position. The parties agree that, for purposes of this section, bargaining unit positions shall be those positions as represented by AFSCME or the predecessor position as set forth prior to March 1, 1996. The provisions of this section shall be applied prospectively beginning March 1, 2002.
- E. Retires.

**Section 15.8** 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 parties' Social Security number in lowest numerical order shall prevail. (e.g. 215-44-3127 shall prevail over 215-44-3128).

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

## ARTICLE 16 – CCDJFS WELLNESS COMMITTEE

**Section 16.1** The Employer shall maintain the building, facilities, vehicles, and equipment of 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. In a combined effort to address better health and good life style habits for all CCDJFS staff, wellness activities and ideas for promotion of participation will take place during joint labor management Wellness Committee meetings. The Union and the Employer may each appoint two (2) members to the Committee. Recommendations of the Committee shall be forwarded to the Director.

## ARTICLE 17 - OVERTIME

**Section 17.1** All employees in the bargaining unit shall be paid at the rate of one and one-half (1 ½ ) times their hourly rate of pay for all hours in active pay status in excess of forty (40) hours in one work week.

**Section 17.2** Overtime should be calculated based on the actual hours worked. Employees are entitled to accumulate compensatory time in lieu of paid overtime for overtime hours worked. 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. An employee who has accumulated eighty (80) hours of compensatory time shall receive pay for overtime until the employee's accumulation of compensatory time is less than eighty (80) hours.

**Section 17.3** The normal work hours for employees shall be 8:00 a.m. until 4:30 p.m., Monday through Friday. 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.

**Section 17.4** Employees who have utilized or scheduled eight (8) hours, or less, of paid leave within the calendar week shall be permitted to work overtime during the calendar week. Applications for compensatory time, personal and regular vacation leave after overtime has been approved will be denied. Time spent on jury duty shall not affect an employee's opportunity to work overtime.

## ARTICLE 18 - PERSONNEL FILES

**Section 18.1 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 AFSCME 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 18.2 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 18.3 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.

Except as otherwise provided in this Article and except for the Director or her designee, such files shall not be available for review by anyone without the prior, written authorization for such review by the employee whose file or information there is requested except as otherwise provided by applicable law. Further, no information in an employee's personnel file will be shared with anyone outside the Employer except for the name, place of employment, date of employment and job classification, without the prior, written authorization of said employee except as otherwise provided by applicable law.

**Section 18.4** This Article is subject to the provision of Section 149.43 of the Ohio Revised Code.

## **ARTICLE 19 - SEVERABILITY**

**Section 19.1** It is the intent of the Employer and the Union that this Agreement complies, in every respect, with applicable law. Should a court of competent jurisdiction determine that a

provision of this Agreement is illegal; such provision shall be automatically terminated. The remainder of this Agreement shall continue in full force and effect. In the event any provision herein is rendered invalid, upon written request of either party hereto, the Employer and the Union will meet within ten (10) days for the sole purpose of negotiating a mutually satisfactory replacement for such provision.

## **ARTICLE 20 - WORK RULES**

**Section 20.1** 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 20.2** All work rules shall be reduced to writing and posted for two (2) weeks after the effective date of the work rule. 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. Such requests shall be in writing and indicate the issues concerning the work rules to be discussed.

**Section 20.3** No work rule, regulation or procedure may violate this Agreement.

## **ARTICLE 21 - CONTRACTING OUT**

**Section 21.1** If the Employer proposes to subcontract work or services normally performed by bargaining unit employees, the Union will be notified not later than sixty (60) calendar days prior to the date of subcontracting. The Union has the right to meet with the Employer to discuss the proposed action and negotiate the affects of such action.

If, as a result of contracting out, employees become subject to layoff, the Employer agrees to meet with the Union, upon request, to discuss potential alternatives to the layoff. The Employer agrees to consider any employee who is subject to a layoff as the result of contracting out for vacancies that occur prior to their layoff.

The Employer shall not contract out work normally performed by bargaining unit employees with the intent of eroding the bargaining unit. In the event that work is contracted out, the Employer will take all reasonable efforts not to layoff bargaining unit employees.

If the Employer intends to contract out work normally performed by bargaining unit members, it shall give the union the opportunity to establish that it can continue to perform the work in an efficient and cost effective manner.

## ARTICLE 22 – WAGES

**Section 22.1** All employees shall be paid in accordance with the wage scales set forth in Appendix B to this Agreement. All bargaining unit employees will receive a \$.30 hourly wage increase on their base wages, effective Jan. 1, 2013. Employees will be entitled to step increases and longevity.

Employees shall be placed on the wage scale based on their length of service with the Columbiana County Department of Job and Family Services.

**Section 22.2** All newly hired employees shall be paid at the probationary step. Upon successful completion of 180 days, those employees shall move to Step 1 and proceed on the steps based on their length of service with the Columbiana County Department of Job and Family Services.

Current employees shall be placed in the appropriate step commensurate with their length of service with the Employer. Step increases are based on completion of the initial 180 days to Step 1, at the completion of three (3) years to Step 2, at the completion of seven (7) years to Step 3, at the completion of ten (10) years to Step 4 and at the completion of thirteen (13) years to Step 5.

**Section 22.3** Individuals promoted from one level to the next shall be placed in the step commensurate with their length of service with the Columbiana County Department of Job and Family Services.

**Section 22.4** When an employee is demoted, his or her wages shall be in the step of the range of the lower classification commensurate with their length of service with the Columbiana County Department of Job and Family Services.

**Section 22.5** Employees shall receive longevity pay in accordance with the longevity schedule attached to this Agreement. Employees who, on the effective date of this Agreement, are receiving longevity pay that exceeds the amount set forth in the attached schedule shall continue to be paid at the higher level. Employees who currently do not receive longevity and new employees shall receive longevity beginning at thirteen (13) years of service in accordance with the attached schedule. Employees who have between five and twelve years of service on the effective date of this Agreement shall continue to receive their current longevity pay.

**Section 22.6** If the Employer receives monetary incentives or rewards from the State or Federal Government based on performance of bargaining unit employees, the Employer may reopen the Agreement for purposes of negotiating how the funds will be distributed to bargaining unit employees.

## ARTICLE 23 - INSURANCE

**Section 23.1** 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 23.2** Should the Employer propose to substantially change coverage terms or charge employees 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 23.3** All bargaining unit employees are entitled to \$15,000 of life insurance at no cost to the employee. Employees may purchase additional life insurance in \$1,000 increments, in accordance with the policy and County rules.

**Section 23.4** The Employer will be responsible to pay 95% of the full premium of all hospitalization, vision care, dental plan and drug prescription **base** plan for all employees within the bargaining unit. The employee share of coverage shall be five percent (5%). 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, the employer will be responsible to pay 94% of the full premium of all hospitalization, vision care, dental plan and drug prescription base plan for all employees within the bargaining unit. The employee share of coverage shall be six percent (6%). 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.

Bargaining unit employees who select the buy up plan shall pay 5% (6% as of 4/1/13) of the base plan premium and the difference in premium contribution between the base plan and the buy up plan.

Bargaining unit employees who select the Health Savings Account (HSA) plan shall not be required to pay a monthly premium contribution.

#### **ARTICLE 24 - HOLIDAYS**

**Section 24.1** 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	Veterans Day
President's Day	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas

**Section 24.2** 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 24.3** 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.

## ARTICLE 25 - VACATION

### Section 25.1 Definition

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

**Section 25.2** Scheduling of vacations shall be subject to the approval of the Director or 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 three (3) years. Employees 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 three (3) years. Such excess leave shall be eliminated from the employee's leave balance.

**Section 25.3** Employees shall earn vacation according to the following schedule:

1. Employees, upon the attainment of the first year of employment will have earned eighty (80) hours and 3.1 hours per pay period thereafter.
2. Employees, upon attainment 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.
3. Employees, upon attainment of fifteen (15) years of employment will have earned one hundred sixty (160) hours of vacation leave and 6.2 hours per pay period thereafter.
4. Employees, upon attainment of twenty-five (25) years of employment will have earned two hundred (200) hours of vacation leave and 7.7 hours per pay period thereafter. Employees hired after January 1, 2013 shall be capped at 160 hours of vacation leave upon attaining 15 years of service.

Employees may not take vacation leave until they attain one (1) year of service with the Department. For purposes of this Article, all present employees will be credited with their seniority on the effective date of the Agreement. All employees hired after March 1, 2002 shall receive seniority based only on their length of service with the Columbiana County Department of Job and Family Services.

**Section 25.4** 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. If there is a question on first-come, first served and in order to preserve the date and time of receipt of an employee's request for vacation, the employee shall have the supervisor mark the request at the time of receipt by date and time. Requests will be approved by the appropriate supervisor and will be granted so long as an adequate work force is maintained at all times. Denial of vacation requests shall not be unreasonable and discriminatory in nature.

Employees must receive prior approval from their supervisor for vacation leave. Employees are expected to seek approval of vacation leave prior to making travel arrangements which involve financial obligations. The employee's supervisor must answer the vacation request within three working days of submission of the request. Requests for vacation leave 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.

Emergent need will be considered for situations that are unusual or unexpected, that no one else is available to handle, or that cannot reasonably be expected to reschedule.

Employees requesting vacation time for 8 hours or less will be required 24 hour advanced notice, or by noon of the previous day.

~~On December 1 of each year, employees with eight or more years of services may elect to have 40 hours of vacation leave paid out at the employees' current hourly rate. Employees must notify the personnel office of their election no later than December 1 of each year.~~

~~(MOU dated 09-08-09)~~

#### **ARTICLE 26 - SERVICE-CONNECTED INJURY OR ILLNESS**

In the event of a service-connected injury or illness to any bargaining unit member where the employee elects to file a workers' compensation claim, the employee may elect to utilize accrued sick leave to cover lost time. In that event, the Employer and the employee shall formalize an agreement that sick leave may be re-credited when the employee remits to the Agency any State of Ohio reimbursement checks for temporary total disability. This action is voluntary on the part of the employee.

#### **ARTICLE 27 - JOB POSTING AND BIDDING**

**Section 27.1** 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 27.2** 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 27.3** Prior to posting a vacancy for promotion or lateral transfer, the Employer shall initially post the vacancy as an intra-classification transfer. This posting shall be for two (2) work days and shall occur one time during a vacancy. The Employer shall utilize the criteria set forth in

this section. The Employer shall only post the initial vacancy as an intra-classification transfer. Additional vacancies that may arise after the intra-classification process is utilized shall be in accordance with the following paragraph.

After the Employer exhausts the above procedure, if applicable, the vacancy will be posted on the agency bulletin board and by e-mail for a period of five (5) working days. Each vacancy 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 bargaining unit 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. The Employer shall not be obligated to consider any application not timely filed. The Employer shall not discourage any employee from applying.

Consideration shall be given to bids to lower classification positions if no other bid meets minimum qualification or there are no bids for promotion or lateral transfer. Employee must have past experience in duties that are same or similar to the position for which a bid has been submitted.

**Section 27.4** 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 or are transfers within the same classification. Promotions shall be where there is movement from one classification to another classification and has a higher pay range assignment.

**Section 27.5** The Director shall select the most qualified employee for the vacant position based on the following criteria:

1. Qualifications (as specified in the job description) and Demonstrated Abilities- 0-50 points;
2. Experience, Training and Education- 0-30 points;
3. Attendance and Dependability- 0-20 points.

The Employer shall not penalize employees for documented absences.

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.

The applicant who receives the highest score will be awarded the position provided, however, that the successful candidate must receive a score of 70 or greater.

In the event two or more employees receive the same score, the position shall be awarded to the employee with the most seniority.

**Section 27.6** 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 27.7** 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 27.8** The parties agree that on occasions the Employer may need to reassign job duties within a particular classification due to staffing needs. The reassignment of job duties may occur when no vacancy exists yet there is an increase or decrease in job duties within a particular classification.

When reassigning job duties the Employer will first ask for volunteers within the affected classification. All interested employees shall submit a letter of interest to the Employer regarding the reassignment. The most qualified employee as outlined in Section 27.5 shall be selected for the position. If no employee volunteers then the Employer shall choose the least senior qualified employee.

**Section 27.9** The Employer will establish a schedule for the successful applicant's transition to the new position. The transition period shall not exceed thirty (30) calendar days.

**Section 27.10** Employees are limited to two successful job bids within a twelve month period. No employee serving in a probationary period shall be permitted to bid on a job.

## **ARTICLE 28 - JOB DESCRIPTIONS AND JOB AUDITS**

**Section 28.1** Each employee shall be provided with a copy of his or her job description. Employees shall be permitted to review their own job specification upon request.

**Section 28.2** Copies of all state-approved job descriptions and classification specifications of bargaining unit positions shall be made available to the Union. The Employer shall inform employees and the Union of any changes in the job descriptions and/or job duties prior to the effective date of such change and shall meet with the Union upon request to discuss the changes.

**Section 28.3** The assignment of job duties shall be substantially consistent with the job specifications for the classifications approved by the State of Ohio Department of Administrative Services.

**Section 28.4** Job audits are pursued through the Department of Administrative Services with appeal rights to the State Personnel Board of Review. The Union will be provided with documents submitted by the Employer to DAS and may respond on behalf of the employee subject to the rules of DAS. Any documents submitted by the Union to DAS shall be provided to the Employer.

**Section 28.5** Upon notification of the Ohio Department of Administrative Services' specific intent to implement a new classification plan that may affect bargaining unit classifications, the parties shall reopen the Agreement for purposes of negotiating all aspects relating to the new classification plan.

**Section 28.6** Whenever a dispute arises concerning the proper classification for a bargaining unit employee, the parties shall convene a labor/management meeting in an effort to determine the proper classification. This Section does not prohibit an employee from filing a job audit request pursuant to civil service law if the parties are unable to resolve the issue in the context of the labor/management discussions.

**Section 28.7** If an employee is reclassified to a new classification in a different pay range, she shall be placed in the step within the new pay range consistent with the amount of time that the employee has been performing the job duties of the higher classification, provided, however, that the new rate shall not be less than a 4% increase.

## **ARTICLE 29 - EDUCATION AND TRAINING**

**Section 29.1** The parties agree to explore options for education and training during the term of this Agreement through the labor management committee.

**Section 29.2** Approval for attendance at education and/or training programs may not be withheld for arbitrary or capricious reasons.

**Section 29.3** The Employer agrees to pay for any required training. The Employer agrees to consider suggestions for training from the Union.

**Section 29.4** The parties acknowledge that there may be occasions when bargaining unit employees may need to assist other employees and promote the development and sharing of information pertinent to the services performed by this Agency. This Agreement does not relieve management from providing formal training for new and existing employees. It is normally not the responsibility of bargaining unit employees to train their co-workers, including those serving in their probationary period.

## **ARTICLE 30 - LEAVES OF ABSENCE**

**Section 30.1** **Disability Leave and Disability Separation** An employee who has completed twelve (12) months of employment and 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. At the sole discretion of the Employer, an additional disability leave up to six (6) months may be granted 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 30.2 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 30.3 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.

**Section 30.4 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 30.5 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 or no vacancy exists, the employee shall exercise her rights pursuant to Article 12, Layoff and Recall.

**Section 30.6 Leaves With Pay**

- A. Court leave: The Employer shall grant full pay when an employee is summoned for any jury duty by The United States, the State of Ohio, or a political subdivision. All compensation for jury duty must be refused by signing the proper county form unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of a scheduled workday shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those for workers' compensation, unemployment compensation and board of review hearings. It is not considered proper to pay employee 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 juvenile, etc. These absences would be leave without pay, vacation or personal time.

- B. **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 30.7 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 31 - INCLEMENT WEATHER**

**Section 31.1** When the Agency is closed due to a weather emergency; employees shall receive their regular pay.

**Section 31.2** The parties recognize that there may be occasions when employees cannot come to work due to weather related problems even when the Agency is not closed. In these situations, employees shall be required to call in to work in accordance with Department rules. Employees who are unable to come to work shall be entitled to take leave without pay or vacation leave for such time.

**Section 31.3** Employees who get to work prior to 8:30 a.m. in situations of inclement weather shall not be considered tardy and shall not be docked pay. Employees arriving after 8:30 a.m. may be docked pay for any work time missed past 8:30 a.m.

## ARTICLE 32 - EXPENSE REIMBURSEMENT

**Section 32.1** 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 costs 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.

Employees are expected to limit expenses to reasonable amounts. Expenses that generally will be reimbursed include the following:

- Milcage
- Parking
- Tolls
- Lodging

**Section 32.2** An employee leaving in the afternoon will be reimbursed \$15.00 maximum for dinner that night. Lodging accommodations will be reimbursed at state rates or the reasonable going rate, and only with the prior written authorization of the director. Receipts are required.

When an employee initiates travel in the morning or afternoon prior to an overnight stay, the employee will be reimbursed as follows:

Lunch	\$10.00
Dinner	\$15.00

When an employee is on an overnight stay all day 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.

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

Lunch is subject to reimbursement only when the employee travels out of the County.

**Section 32.3** Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by the Employer may not be used for personal use without prior approval.

**Section 32.4** When travel is completed, employees should submit completed travel expense reports within sixty (60) days. Reports should be accompanied by receipts for all individual expenses.

**Section 32.5** The following items are not subject to reimbursement:

- |  |                             |
|--|-----------------------------|
| a. Entertainment                               | c. Tips for maids           |
| b. Laundry and dry cleaning                    | f. Personal telephone calls |
| c. Room service charges/in-room movies         | g. Alcoholic beverages      |
| d. Expenses for spouse traveling with employee | h. Valet parking            |

**Section 32.6** Employees who use their vehicles for work-related reasons shall be reimbursed at \$.44 per mile or at the rate authorized by the Columbiana County Board of County Commissioners, whichever is greater. The rate is effective May 1, 2008. Mileage reimbursement and overtime, if applicable, shall be paid from the Agency or the employee's home, whichever is closer.

**Section 32.7** Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of the reimbursement of expenses, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

### **ARTICLE 33- PERSONAL LEAVE**

Employees shall receive twenty four (24) hours per year of personal leave.

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. Personal leave must be used in the calendar year in which 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 up to twenty four (24) hours of the remaining hours converted to sick leave. Employees must notify the personnel officer of their election no later than December 1 of each year. Personal leave may not be carried over to a subsequent calendar year.

Employees hired after January 1, 2013 shall receive twenty (20) hours of personal leave and may elect conversion for unused leave up to the twenty (20) hours as set forth above.

New employees are not eligible for personal leave until they have completed a full calendar year of employment.

New employees in need of leave which does not qualify as sick leave during the first year of employment shall be granted up to two incidents of unpaid personal leave.

#### **ARTICLE 34 UNION LEAVE**

**Section 34.1** Union officials and members shall be granted an aggregate of two (2) days per calendar year without pay to attend Union functions, meetings or conventions. Such time shall be granted provided one week advance notice is given to the Employer.

#### **ARTICLE 35 DURATION**

This Agreement shall be effective upon execution, and expire November 30, 2015.

The parties agree to reopen the collective bargaining agreement on or about October 1, 2013 for the purposes of negotiating wages and health insurance for the second and third years of the agreement.

ARTICLE 36 - EXECUTION

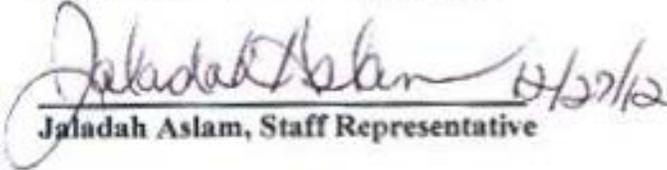
Section 36.1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this \_\_\_\_ day of \_\_\_\_\_, 2012.

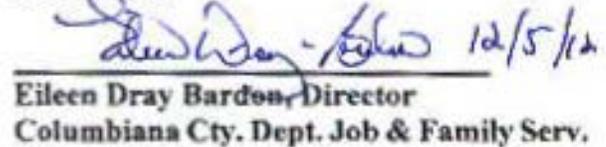
FOR THE UNION, AFSCME, OHIO  
COUNCIL 8 AND LOCAL 3192

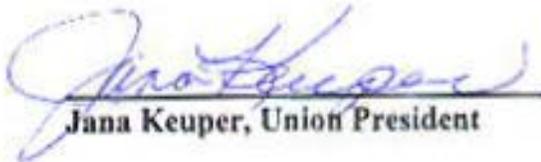
FOR THE COLUMBIANA CTY.  
DEPT. OF JOB AND FAMILY  
SERVICES

FOR THE UNION, AFSCME, OHIO  
COUNCIL 8 AND LOCAL 3192

FOR THE COLUMBIANA CTY.  
DEPT. OF JOB AND FAMILY  
SERVICES

  
Jaladah Aslam, Staff Representative

  
Eileen Dray Bardon, Director  
Columbiana Cty. Dept. Job & Family Serv.

  
Jana Keuper, Union President

Approved:

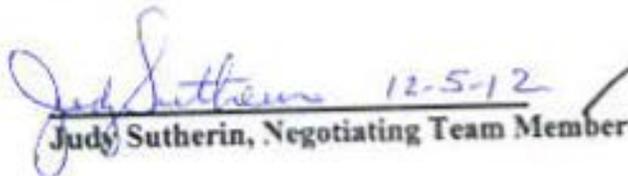
Columbiana Cty. Bd. Of Commissioners

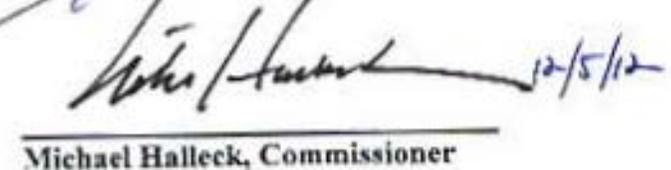
  
Robbi Taber, Union Vice President

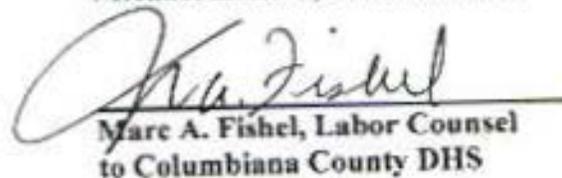
  
James Hoppel, Commissioner

  
Amy Farago, Negotiating Team Member

  
John Payne, Commissioner

  
Judy Sutherin, Negotiating Team Member

  
Michael Halleck, Commissioner

  
Marc A. Fishel, Labor Counsel  
to Columbiana County DHS

## APPENDIX A

<b>Classification</b>	
	<b>Group 5</b>
30181	Quality Control Reviewer
60132	Training Officer 2
	<b>Group 4</b>
30122	Eligibility Referral Spec 2
30132	Social Service Worker 2
	<b>Group 3</b>
30143	Child Support Case Manager/Lead
30143	Child Support Case Manager/ Interface Worker
60181	Fiscal Specialist
	<b>Group 2</b>
30143	Child Support Case Manager
10113	Clerical Specialist 3
10191	Acct Clerk 1
30131	Social Service Worker 1
	<b>Group 1</b>
10112	Clerical Specialist 2
30112	Unit Support Worker 2
10111	Clerical Specialist 1
30111	Unit Support Worker 1

Employees may bump less senior employees within their group provided the employee meets the minimum qualifications of that position. If employees cannot bump within their group or in accordance with Article 12, Section 12.3, they may bump the least senior employee in Group 1.

**APPENDIX B cont.**

**Definition of Pay Ranges for Classifications**

<b>Pay Range</b>	<b>Classifications</b>
29	Quality Control Reviewer Training Officer 2
28	Eligibility Referral Specialist 2 Social Service Worker 2
27	Fiscal Specialist Child Support Case Manager/Lead Investigator 2
26	Account Clerk 1 Child Support Case Manager Social Service Worker 1 Clerical Specialist 3
05	Unit Support Worker 2 Clerical Specialist 2
03	Clerical Specialist 1 Unit Support Worker 1 Mail Clerk Messenger Telephone Operator

### Appendix B AFSCME Pay rates

	Probation	Step 1	Step 2	Step 3	Step 4	Step 5
January 1, 2013						
3	\$11.13	\$11.93	\$12.23	\$12.53	\$12.83	\$13.23
5	\$11.94	\$12.74	\$13.04	\$13.34	\$13.64	\$14.04
26	\$12.10	\$13.00	\$13.40	\$13.80	\$14.20	\$14.60
27	\$12.53	\$13.43	\$13.83	\$14.23	\$14.63	\$15.03
28	\$13.08	\$13.98	\$14.38	\$14.78	\$15.18	\$15.58
29	\$13.68	\$14.58	\$14.98	\$15.38	\$15.78	\$16.18

## APPENDIX C

### LONGEVITY SCHEDULE

Effective with the first full pay period in March 2002, all AFSCME bargaining unit employees shall be entitled to longevity pay as follows:

Employees between 5 - 12 years of service will continue to receive their current longevity.

Employees with 13+ years of service who are paid longevity on the effective date of the Agreement shall continue to receive longevity pay.

<u>YEARS</u>	<u>AMOUNT</u>
13	\$.45
14	\$.50
15	\$.55
16	\$.60
17	\$.65
18	\$.70
19	\$.75
20	\$.80
21	\$.85
22	\$.90
23	\$.95
24	\$1.00