10-CON-04-1308
K26579
1308-04

AGREEMENT BETWEEN

THE LAWRENCE COUNTY CHILD SUPPORT UNIT

AND

LAWRENCE COUNTY
BOARD OF COUNTY COMMISSIONERS

2010 SEP 29 P 2:39

AND

OHIO COUNCIL 8 OF THE
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO
AND LOCAL #3319B

Effective: October 22, 2010 through October 21, 2012

(19)

TABLE OF CONTENTS

ARTICLE 1 – PREAMBLE 4
ARTICLE 2 – RECOGNITION 6
ARTICLE 3 – UNION SECURITY 7
ARTICLE 4 – UNION BUSINESS 10
ARTICLE 5 – UNION NEGOTIATION COMMITTEE 12
ARTICLE 6 – MANAGEMENT RIGHTS 13
ARTICLE 7 – GRIEVANCE PROCEDURE 14
ARTICLE 8 – SENIORITY DEFINITION AND CALCULATION METHOD 19
ARTICLE 9 – JOB DESCRIPTIONS 21
ARTICLE 10 – VACANCIES AND POSTINGS 22
ARTICLE 11 – PROBATIONARY PERIODS 25
ARTICLE 12 – TEMPORARY ASSIGNMENTS 27
ARTICLE 13 – OVERTIME 28
ARTICLE 14 – CONTRACTING OUT 31
ARTICLE 15 – LAYOFF AND RECALL 32
ARTICLE 16 – WORK RULES 35
ARTICLE 17 – LATE AND ABSENTEEISM POLICY 36
ARTICLE 18 – CORRECTIVE ACTION 38
ARTICLE 19 – WORK SCHEDULES 40
ARTICLE 20 – NON-DISCRIMINATION 42
ARTICLE 21 – LABOR-MANAGEMENT MEETING 43
ARTICLE 22 – SAFETY 44
ARTICLE 23 – MISCELLANEOUS 45
ARTICLE 24 – PAID LEAVES OF ABSENCE 46
ARTICLE 24A – SICK LEAVE INCENTIVE PLAN 49
ARTICLE 25 – SICK LEAVE CONVERSION 51
ARTICLE 26 – LEAVE OF ABSENCE 52
ARTICLE 27 – VACATIONS 57
ARTICLE 28 – HOLIDAYS 60

ARTICLE 29 – INSURANCE 61
Section A 61
Section B 61
Section C 61
Section D 61
Section E 62
ARTICLE 30 – WAGES 63
Section A 63
Section B 63
Section C 63
Section D 64
Section E 64
Section F 64
Section G 64
ARTICLE 31 – NO STRIKE – NO LOCKOUT 65
ARTICLE 32 – DURATION 66
ARTICLE 33 – EXECUTION OF AGREEMENT 67
Appendix A 68

ARTICLE 1 – PREAMBLE

Section A

This document represents an Agreement between the Lawrence County Child Support Unit and the Lawrence County Board of County Commissioners, hereinafter referred to as the Employer, and Ohio Council 8 of the American Federation of State, County, and Municipal Employees, (AFSCME), AFL-CIO, and Local 3319-B, AFSCME, AFL-CIO, hereinafter referred to as the Union, for the purpose of establishing wages, hours, terms and other conditions of employment.

Section B

Both the Employer and the Union have bargained fully and completely, and hereby acknowledge the opportunities both had to present proposals, counter-proposals, and demands.

Neither party therefore has any duty to bargain further during the term of this Agreement, except only as may be specifically agreed to in another article of this Agreement, or in the case of the parties' authorized representatives mutually agreeing in writing to do so.

Therefore, all proposals, counter-proposals, and demands not contained in this Agreement are withdrawn, and shall not be the subject of further discussion during the term of this Agreement.

The express provisions of this Agreement may be changed only by mutual agreement by the parties, reduced to writing, and signed by the authorized representatives of the parties.

Section C

If any clause, sentence, paragraph, or part of this Agreement, or the application thereof shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect or invalidate the remainder of the Agreement. The remainder of the Agreement shall remain in full force and effect for the term of the Agreement.

In the event any clause, sentence, paragraph, or part of this Agreement or the application thereof is declared invalid, and where all available appeal procedures have been exhausted, the parties agree to meet within a reasonable time to begin negotiations

upon an alternative clause, sentence, paragraph or part of the Agreement, or application thereof.

ARTICLE 2 – RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for the bargaining unit pursuant to SERB case number 2001-Rep-04-0096

Included: All employees of the Lawrence County Child Support Enforcement Agency including: Clerical Specialist, Clerk I & II, Delivery Worker, Investigator II, and Telephone Operator I.

Excluded: All management level, supervisory, and professional employees as defined in the Act, all guards and all seasonal and casual employees as defined by the Board, including: Director, I.M. Supervisor I and Attorney IV.

ARTICLE 3 – UNION SECURITY

Section A

Membership in the Union is available but not mandatory to any employee occupying classifications as determined by this Agreement to be appropriately within the bargaining unit as set forth in Article 2, Recognition.

Section B

The Employer agrees to authorize the County Auditor to deduct Union membership dues in the amount authorized by the Union each pay period from the pay of any employee eligible for membership, provided that said employee has individually provided written authorization for such deductions to the Employer. Such dues shall be transmitted to Ohio Council 8, Controller, 6800 North High Street, Worthington, Ohio 43085-2512, along with a list of employees for whom deductions are made within fifteen (15) days of the date the deduction was made.

Section C

It is agreed that the Employer assumes no obligation financial, or otherwise, arising out of the provisions of this Article, and the Union agrees that it will indemnify and hold the Employer harmless from any claims arising from the provisions of this Article.

Section D

The Employer shall be relieved from making employee's dues deduction upon:

1. Termination of employment;
2. Transfer to a job classification excluded from the bargaining unit;
3. Layoff from work;
4. Approved leave of absence without pay;
5. Employee having failed to make wages equal the amount of dues deduction;
6. The check-off authorization and assignment may only be revoked by the member by giving the appropriate subordinate body and the Employer written notice of revocation during the thirty (30) to forty-five (45) day period prior to the expiration date of any collective bargaining agreement covering the member's employment.

Section E

The Employer will provide the Local Union and the Ohio Council 8 Athens Regional Office a list of the names and addresses of all bargaining unit employees effective thirty (30) days after the execution of this Agreement.

Section F

FAIR SHARE FEE

All employees in the bargaining unit hired prior to or after the effective date of this Agreement, who do not become members in good standing of the Union, shall pay a fair share fee to the Union upon the successful completion of their probationary period or from the effective date of this Agreement, one hundred and twenty (120) days from the employee's date of hire, as a condition of employment.

The fair share fee amount shall be certified to the Employer by Ohio Council 8. The Union agrees to annually provide its fair share fee challenge procedure to those employees paying a fair share fee.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The deduction of the fair share fee is subject to those conditions contained in this Article, Section D, 1 through 5.

Section G

Whenever the county auditor determines logistically possible, the following will be implemented:

PEOPLE CHECKOFF

The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C., 20035. The payment will be accompanied by an alphabetical list of the names 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 and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

ARTICLE 4 – UNION BUSINESS

Section A

The Employer agrees to recognize the Chapter Chairperson, Vice-Chair and two stewards. The stewards, Chapter Chair and Vice-Chair may represent the Union or Union members in matters set forth in this Agreement. The Union agrees to notify the Employer in writing of the names of the Chapter Chair and Vice-Chair prior to their acting in such capacity.

Section B

Each steward shall be allowed a reasonable amount of time to investigate and process grievances without the loss of pay.

This time shall be granted at the discretion of the supervisor or department head and consent of the supervisor or department head shall not be unreasonably withheld.

Section C

The staff representative shall be permitted reasonable access to the premises for the purpose of consulting with bargaining unit members about the provisions of this Agreement, the adjustment of grievances, and those other purposes specifically described elsewhere in the provisions of this Agreement.

The staff representative shall make his/her presence known to management immediately upon arrival on the premises of the Employer.

Section D

The Union agrees that the number of accredited non-employee staff representatives during any one (1) visit to the premises of the Employer shall be limited to a maximum of two (2).

The Union also agrees that officials of the Union, non-employee or employee, may interrupt the normal work duties of other employees only with prior approval of the employee's supervisor to conduct Union business; such approval shall not be unreasonably denied.

Section E

The Union shall have the right to distribute Union material and literature on the premises of the Employer provided that if done by employees they do so on non-work time and provided it is not done in such a manner as to interfere with the operational requirements of the Agency.

Section F

The Employer agrees to furnish an assigned area on one bulletin board in each building for use solely by the Union to be placed in a mutually agreeable location for the posting of Union material and literature.

Section G

The Union agrees that any material or literature containing the following will not be distributed or posted:

1. Personal attacks upon any employee or official of the County;
2. Being of a nature that would discredit or be a disparagement to the image of the Lawrence County Commissioners or its employees by being profane or obscene or derogatory to any persons or group of persons.

Any material which does not comply with the above may be removed or restricted by the Employer and will be given to the Local Union President.

Section H

Employees shall be permitted to engage in political activity of a partisan nature; however, due to the public nature of the premises of the Employer, the Union agrees not to actively campaign for or against candidates for public office through postings, campaign badges, notices, handouts, or informational picket, etc., on Department premises.

ARTICLE 5 – UNION NEGOTIATION COMMITTEE

The Employer shall recognize a local union negotiating committee selected by the Union for purposes of contract negotiations. No more than four (4) employee negotiating committee members will be released from duty for participation in the negotiation process.

Negotiation committee members shall be paid their regular straight time rate of pay for all hours spent in the negotiating process during their regular and normal hours of work. Negotiations shall be conducted during normal business hours whenever possible.

ARTICLE 6 – MANAGEMENT RIGHTS

Unless a public employer agrees otherwise in a collective bargaining agreement nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of each public employer to:

1) Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;

2) Direct, supervise, evaluate, or hire employees;

3) Maintain and improve the efficiency and effectiveness of governmental operations;

4) Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;

5) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;

6) Determine the adequacy of the work force;

7) Determine the overall mission of the Employer as a unit of government;

8) Effectively manage the work force; and

9) Take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 7 – GRIEVANCE PROCEDURE

Section A

A grievance shall be defined as any dispute that arises between an employee and management with respect to the interpretation or application of this contract, or the rights, obligations, or liabilities under the contract of the parties covered herein.

This grievance procedure specifically limits the process of review, appeal, or grievance (as defined above) and redress to the grievance procedure herein, and the Bargaining Unit employees waive any right to appeal or review to the State Personnel Board of Review regarding the terms of this Agreement.

Section B

The parties agree that if an employee who files a grievance, also files a complaint with the E.E.O.C., O.C.R.C., or any other Federal or State administrative agency, jurisdiction regarding the same transaction or occurrence, or same or similar allegation(s) shall be held at the Federal or State agency.

The grievance shall be placed on hold at whatever grievance step it was at the time of the filing in the above referenced jurisdiction, and all time lines will be extended until the matter is resolved or dismissed from the above referenced jurisdiction.

Section C

All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step.

An employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by management within the stipulated time limits shall be considered answered in the negative and may be advanced by the union to the next step in the grievance procedure.

All time limits on grievances may be waived or extended upon mutual written consent of both parties.

Each grievance processed under the above procedure shall be initiated at the level where the action being aggrieved occurred, unless another initiating point for a specific grievance is set forth in this Agreement.

Section D

A grievance may be brought by an employee of the Bargaining Unit. Where a group of Bargaining Unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one member selected by such group may process the grievance as a group grievance, provided the grievance sets forth each employee to be included in the group grievance. All employees set forth in such grievance are bound by the outcome.

A union steward having an individual grievance may ask any steward or union officer to assist in adjusting the grievance.

Bargaining Unit employees have the right to present grievances at the first step and have them adjusted, without representation by the Union, as long as adjustment is not inconsistent with the terms of this Agreement, and as long as the Union is present at all grievance meetings, and is made aware of the answer for any settlement reached. No settlement agreements or grievance answers reached in cases where employees have filed grievances without union representation shall be binding on the Union or any other employee unless the Union is party to the Agreement.

Section E

All written grievances must be filed using the grievance form mutually agreed to by the Union and the Employer.

Any grievance not containing the necessary information shall be returned to the grievant with an explanation of which information the grievance is lacking. The grievant shall have two (2) working days in which to provide the additional information.

Section F

The following steps shall be followed in the processing of a grievance:

Step 1: ~~The~~ grievant shall have ten (10) working days from the occurrence of the event(s) that gave rise to the grievance or ten (10) working days from the time the grievant reasonably should have become aware of the event(s) that gave rise to the grievance, to file the grievance with the immediate supervisor. Upon being notified that a grievance has been filed at Step 1 of this procedure, a meeting shall be held between the grievant, the

steward, the immediate supervisor, and the administrator. In the event the meeting is not held within four (4) working days as listed above, the Union will notify the Director, at which point, the Director will see that the meeting will occur in twenty-four (24) hours of the same. At said meeting, the Union will give copies of the grievance and all relevant information pertaining to the same to the Employer. The immediate supervisor or administrator shall provide a written response to the grievant and the steward within five (5) working days of the meeting.

Step 2: If the answer of the immediate supervisor is not satisfactory or is not timely, the grievant or Union may appeal the answer of the immediate supervisor to the Director of the Department within five (5) working days of the date the answer was received or should have been received. The grievance shall be considered at the meeting of the joint grievance committee, (which shall consist of the local president, one (1) employee designee of the Union, and/or a staff representative, and the Director and/or his designated representatives), which shall be scheduled by the Director not less than five (5) working days nor more than twenty (20) working days after the initiating of Step 2 appeal. If the grievance is not settled at the Step 2 meeting, the Director or his designee shall give a written answer to the Local President and the employee within five (5) work days of the meeting.

Step 3: If the grievance is not satisfactorily settled at Step 2, the Union may request that the grievance be submitted to arbitration. A request for arbitration must be submitted within twenty (20) working days following the Director's reply to the grievance at Step 2 or the date such reply was due, or else the grievance shall be considered resolved.

Upon receipt of a request to arbitrate, the Union shall submit a request to the FMCS requesting a list of nine (9) impartial arbitrators; this shall be within fifteen (15) days from the submission of the request to arbitrate. The parties shall select a single Arbitrator from the list. The selection of the Arbitrator shall be made within fifteen (15) calendar days following receipt of the final list from the FMCS. Either party shall have the right to reject one list before selecting an Arbitrator. The Arbitrator will be selected by the alternate striking by each party of an Arbitrator upon the list until one name is left. The Employer shall be the first to strike a name during the first selection process; the Union shall strike first in the next selection process; and the parties shall alternate thereafter.

After the Arbitrator has been selected and a submission of applicable dates received, a date will be selected within thirty (30) calendar days.

At least twenty-four (24) hours prior to the arbitration hearing, the parties agree to submit, in writing, either a joint statement of the issue(s), or independent statements of the issue(s) being presented. The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement as they apply to the specific evidence and issues submitted and he/she shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying, amending, adding to, subtracting from, or varying in any way the terms of this Agreement or applicable law;

2. Concerning the establishment of wage rates not negotiated as part of this Agreement, except as otherwise provided in this Agreement;

3. Granting any right or relief on any alleged grievance occurring at any time other than during the contract period or any extension thereof.

The decision of the Arbitrator resulting from any arbitration of grievances hereunder shall be in writing and shall be final and binding, subject to the provisions of the Ohio Revised Code as it relates to arbitration.

The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript.

The cost of the services of the arbitrator shall be borne equally. However, each party is responsible for its own costs, transcript fees, or representation fees.

The Arbitrator shall be requested to submit a total accounting for the fees and expenses of arbitration.

The Arbitrator shall be requested to render his decision as quickly as reasonably possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing unless the parties agree otherwise.

Section G

If the Arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the Employer's payroll, the amount so awarded shall be less any unemployment compensation or earned wages and shall not include the

assumption an employee would have worked overtime during the period of separation from the Employer's payroll.

Section H

All grievance settlements reached by the Employer and the Union shall be final, conclusive, and binding on the Employer, the Union, and the employee(s). A grievance may be withdrawn by the Union at any time during any step of the grievance and arbitration procedure and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.

Section I

All procedures relevant to the Arbitrator's hearings shall be in accordance with the rules and regulations of the FMCS.

ARTICLE 8 – SENIORITY DEFINITION AND CALCULATION METHOD

Section A

Classification seniority shall be defined as the total length of time the employee has been in his/her present classification.

Agency seniority shall be defined as total time of continuous service with the Lawrence County Department of Job & Family Services Child Support Unit.

For the purpose of computation of longevity and vacation pay, service with other agencies in the Ohio Civil Service System shall be included.

Section B

Resignation, removal for just cause, and retirement shall constitute an immediate break in service. Failure to return to work from a layoff or disability leave or disability separation within the specified time limits shall also constitute a break in service.

Upon PERS approval of a statement of retirement to the Public Employees Retirement System, the affected employee shall be considered retired from the Civil Service System and shall constitute an immediate break in service and discontinuation of employment with the Lawrence County Department of Job & Family Services Child Support Unit.

Section C

A seniority list will be posted annually be seniority date. The Employer agrees to update the seniority list as it is warranted by personnel changes and actions.

Section D

Ties in seniority among current employees shall be broken by the effected employees drawing numbers from a box with the employee having the lowest number being the more senior (etc.). this shall be done within thirty (30) days of completing the initial probationary period.

Section E

If two (2) or more employees are hired on the same date subsequent to the signing of this contract, the same procedure as outlined in Section D of this Article will be initiated upon the successful completion of the probationary period.

ARTICLE 9 – JOB DESCRIPTIONS

Section A

Each employee and the Union shall be provided with a copy of the job description for their classification.

ARTICLE 10 – VACANCIES AND POSTINGS

Section A

The Employer has the right to determine whether or not a vacancy exists, and whether or not a vacancy is to be filled.

Section B

If pursuant to Section A above the Employer has determined that a vacancy is to be filled the following will occur:

1. The Employer shall post a notice of the existence of a vacancy.

2. This notice shall be posted on a bulletin board in the effected department and in such other places as determined by the Employer and the Union.

3. This notice shall be posted four (4) working days including the date it was first posted.

4. The notice shall contain the following:

    a. Job title;
    b. Qualifications;
    c. Rate of pay; and
    d. Brief summary of duties.

5. Applications must be filed during the posting period and must meet the essential qualifications to be considered. Extraordinary circumstances, i.e., and employee being on vacation, will be acknowledged by the Employer for application purposes. Employees on approved leaves of absence status shall be eligible for the vacancy and/or posted position provided that they will return to work within thirty (30) days from the period of time that they have been appointed to the vacant or posted position and have applied during the posting period.

Section C

In considering any individual to fill a vacancy, the Employer will consider the following criteria as they apply to Section B:

1. Individual qualifications of the applicant;

2. Ability to meet requirements of the position available;

3. Ability to perform the essential functions of the position;

4. If two or more applicants are equally qualified, then the most senior applicant will be awarded the position.

Section D

The Employer agrees to make every effort to promote senior employees in consideration of the conditions as listed in Section C. An employee who is awarded a promotion will be given a 120 calendar trial period with supervision and training to enable the employee to qualify for the position on a permanent basis. If the employee fails to satisfactorily perform the duties of the position, he/she may be returned to his/her former position by the Employer or themselves and former rate of pay at any time prior to the 120th calendar day served in the new position and may not reapply to said classification for a period of twelve (12) months. Voluntary demotions have no probationary period.

Section E

In-house applicants will be given first consideration as candidates for the filling of vacancies.

Section F

Both parties agree that, except for original appointments bargaining unit positions shall be filled in accordance with the promotional provisions of this Article and Article 9 (A).

Section G

Employees wishing a position transfer or lateral transfer shall place a bid during the posting period as listed in Section B of this Article.

A **POSITION TRANSFER** shall be defined as the moving of an employee within a classification to a different unit assignment, location, or work function which does not necessitate a classification change.

It is agreed that requests for position transfers, when the duties and functions of the position are the same or similar, shall take precedence over other applicants for promotion.

If a position transfer occurs from a posting, the Employer does not have to report the position vacated by the position transfer, but may consider those who applied originally.

A **LATERAL TRANSFER** shall be defined as the moving of an employee, by the appointing authority, to a position which falls within the same pay range, but necessitates a change in classification.

Job assignments and functions within a classification are not considered as a lateral transfer, or any type of transfer, unless they are a result of a posted vacancy.

ARTICLE 11 – PROBATIONARY PERIODS

Section A

All newly hired employees shall serve a probationary period of 120 calendar days in length. Employees serving the initial probationary period shall not be eligible for posted positions until they have successfully completed the 120 day initial probationary period.

After the first half of the probationary period and before the end of the second half of the probationary period, the Agency may terminate employment without appeal or grievance.

Section B

All newly promoted employees will serve a probationary period of 120 calendar days.

Employees who do not make probation may be returned to their former position during the probationary period by the Employer or themselves.

Section C

Newly hired and newly promoted personnel will be provided training on the job by the management staff who will attempt to make training uniform. Specified training of employees by any other employee shall be considered part of that assigned employee's duties only if said employee has received the specialized training.

Bargaining unit members may be required at the direction of management to provide assistance during a transitional period.

This transitional assistance shall involve providing assistance regarding general job duties, unit practices, and routine tasks for the position.

Section D

In the event a promoted employee does not make probation and is thus returned to their former position by the Employer or themselves, the employee(s) displaced as a result will not have any right of grievance relating to their being returned to their former position(s).

If loss of employment is the result of the displacement, the employee will be laid off in accordance with the provisions of this Agreement, unless they are newly hired probationary employees, in which case employment will be terminated without any right of appeal.

ARTICLE 12 – TEMPORARY ASSIGNMENTS

1. Management has the unqualified right to temporarily assign bargaining unit members to perform work or duties of another position.

   a. The temporary assignments will only be offered to qualified bargaining unit members.
   b. Bargaining unit members assigned temporary duties for more than one (1) hour will be compensated at the highest rate of pay; their regular rate of pay if assigned to a lower rated position.

2. Management agrees temporary assignments that extend more than thirty (30) working days will be posted for bid under Article 10 – Vacancies and Postings. This posting shall be posted as a temporary bid until the return of the employee or notification to the Employer that the employee terminates employment, if management makes the determination that the position is to be filled.

ARTICLE 13 – OVERTIME

Section A

The purpose of this Article is to provide the basis for the calculation of and the payment for overtime and allowed time as provided in this Agreement.

Section B

Definition of Terms:

1. The payroll week shall consist of seven (7) consecutive days beginning with Sunday at 12:01 a.m. or the nearest starting thereto.

Section C

Conditions under which overtime rate shall be paid:

1. Overtime at the rate of one and one-half (1 ½) times the regular rate of pay shall be paid to an employee for hours worked in excess of forty (40) hours in a payroll week.

2. The Employer shall attempt an equitable distribution of overtime among employees within established classification groups. Employees who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime distribution.

3. The Employer shall maintain an overtime roster by department by classification groups, which shall show employees by name and classification and reflect the hours of overtime worked, and shall be posted monthly. Balance will return to zero annually on the effective date of contract.

4. The Employer shall establish an overtime roster of bargaining unit employees by classification groups:

   Child Support Unit:

   Investigator II
   Clerical Specialist
   Clerk II
   Delivery Worker

Clerk I
Telephone Operator I

5. If it is determined that overtime has not been equitably distributed, the employee adversely affected shall be given the next available overtime until the overtime has been equalized.

6. For the purpose of calculating overtime, any time spent in paid status, such as sick days, holiday, vacation, etc., shall be counted as hours worked during the work week.

7. There will be mandatory overtime only when necessary to fulfill operational requirements determined by the reasonable discretion of the Administrator. In instances of mandatory overtime, the employees with the greatest classification seniority in the group will be offered first chance to reject, continuing through the group. The option of refusing is also dependent upon the number of employees in that classification required to fulfill the operational needs of the work to be performed.

Section D

Compensatory Time:

1. The county may provide compensatory time off in lieu of monetary overtime compensation, at a rate of one and one-half (1 ½) hours of compensatory time for each hour of overtime worked.

2. Employees may accrue up to 240 hours compensatory time (or 160 hours of actual overtime work). Thereafter overtime will be paid at the rate in cash.

3. The employee is permitted to make his/her choice (overtime pay or compensatory time off) known to the Employer not later than the end of the workweek in which overtime was earned.

4. Upon termination of employment, an employee will be paid for unused compensatory time at the rate of pay they are presently earning.

5. If an employee wishes to use compensatory time off, it shall be at a time consistent with the operating needs of the Employer, and only with prior approval of the supervisor or designee.

Section E

Overtime must be authorized in advance by the supervisor or department protocol.

Section F

Should an employee be required to work any holiday as listed in Article 24 of this Agreement, the employee shall receive two (2) times the hourly rate in addition to holiday pay for all hours worked on said holiday.

ARTICLE 14 – CONTRACTING OUT

The Employer shall have the right to contract out work provided that no bargaining unit employee is laid off, reduced in pay, displaced, or demoted. The Employer agrees that during a period of layoff, wherein employees have recall rights, no regular work of bargaining unit employees will be contracted out.

ARTICLE 15 – LAYOFF AND RECALL

Section A

In the event of a reduction of the working force by reason of shortage of funds, lack of work, or an emergency situation and it becomes necessary to reduce the number of employees in a job classification; the following procedures will govern such layoff and/or subsequent reinstatement.

Section B

The number of people affected by reduction in the force shall be kept to a minimum by not employing replacements, insofar as practical, of employees who resign, retire, or otherwise vacate a position.

Section C

The Employer will first lay off all intermittent, casual, seasonal, part-time and probationary employees.

Section D

Prior to the effective date of layoffs, the Employer shall prepare and post for inspection in a conspicuous place a list containing names, seniority dates, and classifications and indicate which employees are to be laid off. Each employee to be laid off and the union shall be given a fourteen (14) day written notice of layoff. Each notice of layoff shall state the following:

1. Reasons(s) for the layoff or reduction;

2. The effective date of layoff; and

3. A statement advising the employee of his/her rights of reinstatement from the layoff.

Section E

For the classifications in which the layoffs occur, the Employer shall prepare a reinstatement list and the names of all employees employed under probationary status shall be placed on the reinstatement list in the reverse order of layoff. The names of all employed under provisional and then name under certified status of employment shall be placed on a separate reinstatement list in reverse order of layoff. Reinstatement shall be

from this list before any new employees are hired in that classification or any employee is reinstated from the probationary list.

Section F

Vacancies, which occur in the classification of layoff, shall be offered to or declined in writing by employees standing highest on the layoff list before the next person on the list may be considered. An employee must respond in writing within forty-eight (48) hours of notification of recall of their choice. Any employee who declines reinstatement shall be moved to the bottom of the reinstatement name list.

Section G

The employee's name shall remain on the appropriate list for a period of eighteen (18) months from the effective date of layoff. If reinstated from layoff during this period, such employee shall retain all seniority and a notice of reinstatement shall be made by certified mail.

If two or more employees are laid off from the same classification, the last to be laid off will the first to be recalled.

If an employee is recalled to his/her original classification, then the employee will receive the same level of pay, benefits and seniority rights as if he/she had been employed during the time of the layoff. If recalled to a lower classification, the employee shall receive the rate of pay and benefits of that classification, but shall retain seniority rights as described above.

Section H

The first person laid off from the affected classification(s) will be the employee in that classification with the least Child Support Unit seniority.

In the event that a layoff occurs, an employee shall maintain the right to move to a lower classification of the Child Support Unit. The employee must meet the qualifications for the position. If it is a position not previously held by the employee, a probationary period will be in effect.

Section I

Upon recall, the laid off employee shall have fourteen (14) calendar days within which to report to the Director or his designee.

It is the responsibility of the employee to provide an address and phone number at which they can be reached during the layoff period.

The Employer will recall employees by first sending a certified letter, second by regular U.S. mail, third by phone to the number provided by the employee. The fourteen (14) day period shall begin upon mailing of the certified letter. If the laid off employee has not responded by the last day of the fourteen (14) day period, his/her name shall be removed from the recall list.

Section J

The department classification series is set forth as follows (in descending order from highest to lowest):

Child Support Unit:

Investigator II
Clerical Specialist
Clerk II
Delivery Worker
Clerk I
Telephone Operator I

ARTICLE 16 – WORK RULES

A. Work rules are those policies, procedures, and directives which regulate the behavior of employees in the performance of the Employer services and programs. It does not refer to those tasks required to complete specific duties outlined under job descriptions.

It is agreed and understood that the Employer shall have the right to revise and/or initiate reasonable work rules with respect to the conduct of its employees. It is further agreed that any work rule believed to be in violation of a provision of this contract may be grieved by the Union.

B. The Employer agrees that new work rules formulated after the effective date of the Agreement shall be reduced to writing and made available to the Union and all bargaining unit employees seven (7) work days before the implementation unless the Employer or his designee determines that immediate implementation is needed to maintain the operational functions and/or stability of the department.

C. Work rules shall be applied uniformly to all bargaining unit employees.

ARTICLE 17 – LATE AND ABSENTEEISM POLICY

Background: The parties (Lawrence County Department of Job and Family Services and AFSCMD Local 3319) have concerns regarding absenteeism and lateness. A pattern of absenteeism and lateness has developed that affects morale, the flow and distribution of work and services to clients. The parties seek to develop and implement a policy that is fair and impartial and meets the needs of the agency, the employees and the agency's clients.

The guidelines will apply to all agency employees whether management or union.

Reoccurring incidents of lateness or absenteeism due to the chronic medical condition of an employee or an employee's family member shall be dealt with through the application of the Family and Medical Leave Act (FMLA), ADA, and Workers' Compensation with time running concurrent.

Lateness

1. There will be a "no fault" policy regarding start of shift lateness. Late is late and is defined as 8:31 a.m.
2. Employees will be allowed twelve (12) incidents of lateness per year. Upon the 12th incident, the employee will be counseled that they have reached their limit for the year. This counseling is not to be considered as discipline. Subsequent violations of the policy will be handled according to the contract language regarding discipline.

Extended Lunches

The practice will continue as in the past with the exception that if an employee knows he or she is going to or may be late returning, their Supervisor is to be notified, by email prior to the employee leaving for lunch. If, during the lunch period, it becomes apparent that the employee may be late returning (15 minutes or more) they are to notify their Supervisor by phone. Failure to do so will count as late.

Absenteeism

The current contract language made dealing with absenteeism more difficult. As a result the parties agreed upon a list of things to be taken into consideration when determining whether the use of vacation, sick or personal time is abusive. Vacations, sick or personal time scheduled in advance are exempted and will not be cause for discipline. The problem areas identified was the excessive use of same-day call-ins for sick, personal or vacation days.

The considerations are:

1. Frequency
2. Lack of Notice
3. Pattern – for example: Fridays, Mondays, days before or after holidays, etc.
4. Impact on Workload

Employees utilizing eight (8) hours sick leave the day before and/or the day after a scheduled vacation or holiday without a valid documented proof of illness (Doctor's statement) shall be subject to corrective action.

Tracking rosters will be made accessible to the union steward for purpose of investigating consistency of application throughout the agency. Management tracking rosters will be made accessible upon written request and viewed in the presence of Human Resource Office and person whose roster was requested.

ARTICLE 18 – CORRECTIVE ACTION

Section A

Corrective action shall be for just cause.

Section B

Corrective action may include: verbal warnings, written reprimands, suspensions with or without pay, reduction in pay or position, and discharge from employment.

The severity of the disciplinary act will be proportional to the seriousness of the offense and the employee's past disciplinary record.

Section C

Verbal and written reprimands which are noted in the employee's file are subject to appeal under the grievance procedure to Step 2 only.

Grievance answers on verbal reprimand grievances shall not be considered as establishing precedence on any of the issues raised in the grievance or as determinative on any contract violations cited as a part of the grievance.

Section D

Corrective action beyond verbal and written reprimands is subject to appeal through the grievance procedure starting at Step 2, including final and binding arbitration.

Section E

An employee shall have the right to a disciplinary hearing before the Employer (or designee) for any disciplinary action resulting in suspension, reduction in pay or position, or discharge from employment.

The Employer shall provide written notice of the hearing seventy-two (72) hours in advance to the employee and the Union. The notice shall cite the charges against him/her.

The employee shall be notified of his/her right to representation which may include, at the employee's option, a steward, Chapter Chairperson, or a non-employee staff representative.

The union steward will be allowed to be present at any disciplinary hearing.

The Employer (or designee) shall provide a written copy of the action to the employee within seven (7) days.

Section F

In the case of an anticipated suspension or removal, an employee may be suspended with pay through the originally established hearing date. Should the hearing date, as established by the Employer or designee, be continued or extended at the request of or on behalf of the employee, all subsequent suspension time beyond the original hearing date may be without pay, pending the decision or outcome of the disciplinary proceeding.

Section G

All records of corrective action shall be removed from the employee's file as set forth below in the event there are no intervening corrective actions, and shall not be considered thereafter.

Verbal Reprimand	-	6 months
Written Reprimand	-	12 months
Suspension	-	18 months

ARTICLE 19 – WORK SCHEDULES

Section A

Work schedules are defined as an employee's assigned hours of the day, days of the week, and shift assignment.

Section B

The basic work week shall be forty (40) hours, and the normal work day shall be eight (8) hours for full-time employees.

Section C

The lunch period and the break periods may be scheduled at the discretion of the employee upon approval of the supervisor. Normally lunch breaks will be scheduled between 11:00 a.m. and five hours after starting time.

Every eight (8) hour work period shall include a one-half (1/2) hours unpaid lunch period approximately mid-way through the eight (8) hour shift during which time the employee is not on duty or on-call.

There shall be two (2) fifteen (15) minute rest periods on each workday. The time represents actual time away from the employee's regular duties. Break periods may not be scheduled immediately before or after the meal period or at the start or end of a shift. When employees work beyond their regular quitting time the Employer shall provide each employee with an additional rest break after the employee has worked two (2) hours past quitting time.

Section D

Flextime shall be made available to all employees within the Child Support Enforcement Agency department. The supervisor is authorized to make reasonable modifications in requested work hours to meet the operational needs of the unit to ensure service to the public. Any needed modifications shall be assigned to the least senior employee who will meet the operational requirements of the unit, but shall not be applied arbitrarily or capriciously.

Normal work hours are:	Monday through Friday 7:00 a.m. – 5:00 p.m.

The reporting of absences will be no later than 8:30 a.m. or earlier if possible.

All absences must be reported by the employee to the Department Head. If the Department Head is not available then the report shall be made to the Lawrence County Department of Job & Family Services personnel office.

Employees shall not be considered late until after 8:30 a.m. This provision shall not apply to any employee whose time has been modified to cover the operational needs of the unit.

Section E

If inclement weather conditions are so hazardous that it is not possible to report to work, the employee shall contact his/her immediate supervisor or department head, who may authorize absence or late arrival. Employees can use vacation and/or compensatory time for such absences or late arrivals if authorized.

Section F

If there shall be a declared state of emergency by the Employer or their designee and the Agency is closed, bargaining unit employees shall be paid for all ours of the employee's normal work schedule during the emergency situation.

Section G

The Employer will consider a modified work schedule of four (4) ten (10) hour days based upon the operational needs of the Agency. This consideration would be applicable from June 01 through September 01 each year.

ARTICLE 20 – NON-DISCRIMINATION

Section A

No person or persons responsible to the Employer, or the Employer, shall discriminate for or against any employee on the basis of race, religion, color, sex, national origin, marital status, political affiliation, age, disability or veteran status.

The Employer agrees to abide by the provisions of applicable federal, state, and local laws regarding these matters.

Section B

The Employer agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal against any employee because of Union membership, or lawful Union activity.

ARTICLE 21 – LABOR-MANAGEMENT MEETING

Section A

A labor-management meeting shall be conducted as deemed necessary by the parties on a mutually agreeable day and time, at the request of either party. The party requesting a labor-management meeting shall submit an agenda seventy-two (72) hours prior to the meeting.

Section B

Attendance at labor-management meetings will be limited to three (3) union representatives and three (3) management representatives. Each party may also have present one (1) non-employee representative.

Section C

The main purpose of such meetings shall be limited to:

1. Consider and discuss health and safety matters within the Department.
2. Discuss ways to increase productivity and improve efficiency.
3. Give each party the opportunity to present views.
4. Disseminate general information of interest to the parties.
5. Discuss grievances if such discussions are mutually agreed to.
6. Appraise the employees and the union of notices of changes in externally applied rules or policies, when possible.

Section D

The parties agree that they shall relay a response to questions or requested information within ten (10) working days from the time of such meetings if reasonably possible. If the response includes implementation of a change or effect or policy, it shall include the effective date of said change, if possible.

ARTICLE 22 – SAFETY

Section A

It is the responsibility of the Employer to provide safe working conditions, safe tools and equipment, and safe working methods for its employees. The County agrees to provide tools and equipment at current levels.

The Employer shall make reasonable provisions for the safety of its employees, and agrees to comply with all federal and state laws relating to such. The Employer shall use whatever means within their control to provide comfortable temperature and ventilation within county buildings housing employees.

The Union acknowledges the role of the bargaining unit members in maintaining and improving the safety for all employees through mature and responsible operation of equipment and supplies. Employees will make a reasonable effort to comply with safety rules and regulations established by the county, state, and federal governments.

Section B

The Employer agrees that employees working on V.D.T.'s for a period of four (4) hours or more straight, shall be given a fifteen (15) minute break as cited in Article 8-C every two (2) hours from working on V.D.T., being permitted to perform other tasks during that time. It is also agreed that the Employer shall furnish information concerning proper equipment usage and types of preventative equipment available to help protect against possible ergonomic problems, and if requested, shall provide reasonable affordable equipment to employees using V.D.T.'s.

Section C

The Employer will provide vaccinations for TB, flu, Hepatitis B, and pneumonia at the Employer's expense through the Health Department. All employees shall be given the option of participating in the vaccinations and shall sign a declination if he/she declines the vaccination.

ARTICLE 23 – MISCELLANEOUS

Section A

This contract shall be completed with at least eight (8) original documents for signature, with the Union receiving four (4) signed originals and the Employer receiving at least four (4) signed originals. The cost of all remaining copies for all Union members and the Administration shall be shared equally by the parties.

Section B

Employees may receive up to $35.00 per day for meals when attending meetings, workshops, and training sessions that are required and/or authorized by the county. Mileage at forty cents ($.40) per mile. Reimbursement shall be as follows: eight dollars ($8.00) for breakfast; ten dollars ($10.00) for lunch and seventeen dollars ($17.00) for dinner.

Section C

It is agreed that case load counts shall be recounted at least once each calendar year by the Case Manager and their supervisor, and the case loads shall be distributed equally, or as reasonably possible among all Case Managers.

Section D

A non-bargaining unit employee shall not do bargaining unit work in order to displace and existing bargaining unit employee. However, layoff or job abolishment due to lack of funds or lack of work, on-call, back-up, and fill-in due to unexpected absences shall not be considered displacements in the application of this Article.

ARTICLE 24 – PAID LEAVES OF ABSENCE

1. Court Leave

Employees shall be paid their regular rate of pay for time spent as a witness subpoenaed to testify in an action in which they are not a party. Absence for jury duty is also permissible. After absence for such duty, either reporting, serving, or testifying the bargaining unit member shall return payment for services rendered to the County Auditor and at the next regular pay period receive full payment of his/her regular salary from the County for the day or days of excused absence for this purpose. Payments not turned in for days excused will cause reduction of pay for those days.

2. Military Leave

All members of the bargaining unit who are members of the Ohio National Guard, the Ohio Defense Corps, Ohio Naval Services of the United States, shall be granted leave of absence from their respective duties without loss of pay for such time as they are in the military service or field training or active duty for period not to exceed thirty-one (31) calendar days (176 hours) in only one (1) calendar year. Proof of assignment shall be provided in the form of a copy of the military orders given to the County Auditor.

3. Personal Leave

A. With the exception of paragraph 2 below, employees shall be granted forty (40) hours unrestricted leave of absence during each calendar year without loss of salary to transact private personal business or to attend to affairs which cannot be conducted outside the regular work day.

B. Employees hired after the effective date of this contract will be credited with eight (8) hours personal leave upon successful completion of the 120 day probationary period.

C. Personal leave may not be taken to perform employment for which wages are received from the County or other employers. There may be an exception granted by the appropriate administrator in the event personal leave has been previously approved and arranged, and a scheduling situation makes it necessary to call the member for duty.

D. If an employee does not utilize his/her personal leave, the employee has the option to carry time forward or convert such to cash at 100%, effective

the pay period which includes May 1st and November 1st of each year thereafter, being payable within thirty (30) days.

E. Utilization of personal leave shall be taken in minimum units of one-quarter (1/4) hour increments.

4. Sick Leave

A. Employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of work completed service. Employees on unpaid leaves of absence do not earn sick leave.

B. Accumulation:

Employees may accumulate an unlimited amount of sick days.

C. Approved use of sick leave:

Sick leave to be used by the employees must be submitted on the proper form and approved by their supervisor or appointing authority, stating the reason for leave. Sick leave may be taken for absence due to personal illness, pregnancy, injury, exposure to a contagious disease which may be communicated to other employees and to illness, injury or death in the employee's immediate family. Employees on sick leave for more than three (3) consecutive days may be required to present a doctor's certificate and the date the employee may return to active employment. Employees inured on the job may choose to file for Worker's Compensation rather than using their sick leave days. Employees who receive Worker's Compensation must pay back any sick leave paid by the County for the period for which Worker's Compensation is paid. Such returned sick leave shall be credited to the member's sick leave accumulation.

D. Immediate family shall be the same as defined in Bereavement Leave.

E. Employees utilizing sick leave the day before and/or the day after a prior approved scheduled eight (8) hour vacation day or the day before and/or after a holiday without a documented proof of illness (doctor's statement) shall be subject to discipline.

5. Educational Leave

Employees approved by the Employer to attend work-related classes or training shall not lose time or pay for attending such classes held during normal work hours. The Employer shall attempt to equalize said training, within reason, to all employees.

6. Bereavement Leave

A. An employee shall be granted up to a five (5) day leave of absence with pay in the event of the death of a member of his/her immediate family provided one (1) day of the leave is the day of the funeral. If additional time is needed, the Supervisor may grant additional time.

B. For the purpose of this Article, the immediate family shall be defined as:

1.	Spouse;	10.	Step-Sister;	19. Step-Child
2.	Child;	11.	Mother-in-law;	20. Domestic Partner
3.	Mother;	12.	Father-in-law;	21. Foster Child
4.	Step-Mother	13.	Daughter-in-law;	
5.	Father;	14.	Son-in-law;	
6.	Step-Father;	15.	Grandparents;	
7.	Brother;	16.	Grandchild;	
8.	Step-Brother;	17.	Sister-in-law;	
9.	Sister;	18.	Brother-in-law;	

C. In the event of a death of a relative other than a member of his/her immediate family, an employee may be granted a leave of absence with pay for one (1) day to attend the funeral or two (2) days if the funeral is over 100 miles away.

ARTICLE 24A – SICK LEAVE INCENTIVE PLAN

PLAN B – "INCENTIVE PLAN"

Employees shall be given an option of sick leave plans. Each employee shall choose either "Plan A" – current procedure or "Plan B" – Incentive Plan.

All bargaining unit employees shall submit a form provided by management electing their choice of current sick leave procedure or the incentive procedure. This form must be submitted by January 31, 2010 to the payroll department. Once an employee chooses an option it shall be for the life of the contract. Any employee that fails to submit his/her form shall remain on the current procedure.

Section A – Sick Leave Accrual

Beginning with the pay period which includes February 01, 2010 employees shall accrue sick leave at the rate of 3.2 hours for each eighty (80) hours in active pay status.

Sick leave may be utilized by employees who are unable to work because of illness, injury, or pregnancy related conditions of the employee or a member of his/her immediate family as defined herein, or because of medical appointments or other ongoing treatment of the employee or immediate family member.

Unused sick leave may be accumulated without limit. When sick leave is used, it shall be deducted on the basis of one-quarter (1/4) hour increments. Sick leave will be paid at the employee's regular full rate of pay.

The Director or his designee may require an employee to furnish a satisfactorily written signed statement to justify the use of sick leave. If medical attention is required, a certificate state the nature of the illness from a licensed physician may be required to justify the use of sick leave.

In the event that it is determined that there is reasonable concern about an employees ability to perform his/her duties due to ongoing health problems the Director or his/her designee may require the employee to undergo medical evaluations by qualified medical authorities paid for by the agency. Upon receipt of the results of such evaluations appropriate action or accommodations shall be implemented.

Sick leave or medical requests implies that the employee or member of the immediate family requires medical treatment, personal care, or convalescence time. Activities not directly related to sick or medical leave request constitute a misuse of the employees leave and will result in appropriate disciplinary action.

The Employer will make every effort to supply each employee, on a monthly basis, a statement of earned leave balances. If there is a discrepancy or if clarification is necessary, the employee should make his/her respective supervisor aware of any such discrepancy as soon as possible after receipt of the statement.

Section B – Incentive Program

This incentive option will go into effect the first full pay period after January 31, 2010.

Each six (6) months thereafter, for any employee that has accumulated an unutilized balance of 24 hours or more of sick leave during that six (6) month period, a payment will be made by the Employer, at the employees rate of pay, at that time, times the balance of those hours.

Employees will maintain their sick hours and receive that payment within thirty (30) days of the expiration of the six (6) month period.

Employees with sick leave balances upon the initiation of this program may utilize this prior accumulated time prior to deducting from their six (6) month accumulation by so designating on their leave request.

Employees not having the twenty-four (24) or more hours, as an unutilized balance for the six (6) month period will not be eligible for the incentive payment, but will maintain their balance of time.

Utilization of sick leave should be in accordance with Section A of this Article.

ARTICLE 25 – SICK LEAVE CONVERSION

Upon retirement accumulated sick leave shall be paid at the rate of seventy-five percent (75%).

In the event of the death of the employee, all accumulated sick leave shall be paid to the surviving spouse or to the estate of the employee if there is no surviving spouse.

ARTICLE 26 – LEAVE OF ABSENCE

Section A

Employees shall make written application for leave of absence twenty (20) days in advance to the Employer or the designee when practicable. Emergency leave may be granted by the Employer or its designee.

All approved leaves will indicate a specific date on which the employee is expected to return to work.

With the exception of maternity leave, employees on approved leave shall be returned to his/her position and shall replace the least senior position holder. If the employee does not possess the seniority to return to his/her former position, he/she shall be permitted to exercise his/her rights under Article 15-H. Employees do not earn sick leave or vacation time while on unpaid status.

If an employee misrepresents facts or makes false statements when requesting leave, any leave granted may be canceled and the employee subject to appropriate disciplinary action.

Section B

Personal leave without pay may be granted for up to six (6) months at the reasonable discretion of the Employer or the designee.

Education leave without pay may be granted for up to one (1) year at the reasonable discretion of the Employer upon consideration of the following conditions:

1. Approved course of study related to work performed.
2. Accredited institution and program.

Maternity leave without pay may be granted for up to six (6) months upon submission of appropriate physician's statements. The Employer will provide health insurance during the first three (3) months of the maternity leave with the employee paying their normal share. Persons returning from maternity leave shall be returned to the same or similar position upon return.

Disability leave without pay may be granted upon exhaustion of an employee's sick leave, if the employee is:

1. Hospitalized or institutionalized; or
2. Convalescing as authorized by a physician; or

3. Declared by a physician as unable, due to personal disability, to perform his/her duties.

Disability leave without pay may be granted for a maximum of one (1) year. An employee must give the Employer prior notice of their ability to return to work. An employee must also furnish a physician's statement that he/she is capable of performing the duties of his/her position. The employee is solely responsible for the expense of this statement.

Employment shall be considered terminated if an employee fails to return on the date indicated, and an extension has not been requested.

Section C

Three (3) duly elected Union delegates or alternates to the International Union Convention and State AFSCME Convention on alternate years may at the reasonable discretion of the Director, or his designee, be granted time off without pay for the purpose of participating in such conventions, not to exceed three (3) days each for the State Convention and seven (7) days each for the International Convention.

Section D – Family and Medical Leave

1. In accordance with the Family and Medical Leave Act of 1993, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid sick leave for the following reasons:

   A. To care for a newborn son or daughter
   B. For a placement of a son or daughter with the bargaining unit member for adoption or foster care.
   C. To care for a seriously ill spouse, child, or parent; or
   D. Because of their own serious health condition.

   Entitlement to child care shall end upon the child reaching one (1) or twelve (12) months after the date of adoption or foster placement.

2. Bargaining unit members must give the Director at least a thirty (30) day notice or as much notice as is practicable in foreseeable situations, of the desire to use family and medical leave.

3. Bargaining unit members may be required to use their accumulated paid sick leave and personal leave prior to using unpaid leave, not to exceed a maximum combination of twelve (12) weeks. (For example: 4 weeks of paid sick leave and 8 weeks of unpaid sick leave combination.)

4. Medical certification shall be required to substantiate leave for the reasons stated in 1(C) (if required by statute) and 1(D) above with the Employer having the option of requiring second and third opinions at the Employer's expense. Medical certification shall include the following:

   A. The date the condition began;
   B. The probate duration of the condition;
   C. The appropriate medical facts regarding the condition and the necessity for the leave; and
   D. A statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.

5. Bargaining unit members may be entitled to use family and medical leave on an intermittent or reduced leave schedule basis upon mutual agreement between the Employer and employee and provided all requirements have been satisfied.

   A. When a bargaining unit member used family and medical leave on an intermittent or reduced leave schedule basis, the Employer may temporarily transfer the bargaining unit member to an alternative position with equivalent pay and benefits which would better accommodate the recurring periods of leave and not disrupt the services provided to the public. Upon return from leave the employee will be restored to his/her former position or an equivalent position.

6. Health insurance benefits shall continue during the period of family and medical leave, not to exceed a total of twelve (12) weeks per year, with the Employer paying the County share of health insurance premium. The employees must make arrangements for payments to continue his/her portion of health insurance premium. The Employer may recover any premiums paid if the employee fails to return to work, unless the failure to return was due to the continuance, recurrence or onset of a serious health condition or due to other circumstances beyond the bargaining unit member's control.

7. For the purpose of this Article, the following definitions shall apply:

   A. "Serious Health Condition" – an illness, injury, impairment, or physical or mental condition which involves inpatient care of three (3) days or more in a hospital, hospice, or residential care facility, or continuing treatment of at least two (2) or more visits or supervision by a health care provider.

B. "Reduced Leave Schedule" – a leave schedule that reduces the usual number of hours per workweek, or hours per workday of a bargaining unit member.

8. Upon return from leave of absence, the employee will be restored to the position held prior to the commencement of the leave or to an equivalent position with equivalent pay, without loss of seniority.

9. Employees shall continue to accrue benefits per contractual language if in paid status.

10. Employees do not accrue vacation and/or sick leave or other benefits unless otherwise stated herein while on unpaid leave status.

11. Eligible employees with a spouse, child, or parent on federal active duty or call to federal active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies include activities related to short-notice deployment, attending military events, arranging for alternative childcare or attending school activities, addressing financial and legal arrangements, attending counseling sessions, attending post-deployment reintegration briefings, and spending time with a covered military member who is on rest and recuperation leave.

12. Employees may also be eligible to take up to 26 weeks of leave to care for a covered service member during a single 12-month period.

"Covered service member" refers to an employee's spouse, child, parent, or next of kin, who is a current member of the Armed Forces, including a member of the National Guard or Reserves, who incurred a serious injury or illness in the line of active duty that renders the service member medically unfit to perform his or her duties and for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or in on the temporary retired list.

"Next of kin" has the same definition as set forth in 29 CFR 825.127(b)(3).

The 26 weeks of leave is to be applied on a per-covered-service member, per-injury basis such that an eligible employee may be entitled to take more than one period of 26 work weeks of leave if the leave is to care for different covered service members or to care for the same service member with a subsequent serious injury or illness, except that no more than 26 work weeks of leave may be taken within any "single 12-month-period".

The "single 12-month-period" begins on the first day the employee takes leave to care for the covered service member and ends 12 months after that date. An employee who is entitled to take leave due to a different FMLA-qualifying reason may take leave during the same single 12-month-period in which leave is taken to care for a covered service member, but the total leave taken for any purpose during the single 12-month period may not exceed 26 work weeks overall.

ARTICLE 27 – VACATIONS

Section A

Vacation leave shall accrue to the employee per pay period in active pay status as defined below. Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave. Vacation leave may be taken by the employee during the year in which it accrued, unless the employee wishes to accumulate and carry over his/her accrued vacation leave to the following year. Vacation leave may accumulate as earned without limit and may be converted to cash as outlined in Section E.

Employees utilizing sick leave the day before and/or the day after a prior approved scheduled eight (8) hour vacation day without documented proof of illness (doctor's statement) shall be subject to discipline.

Section B

One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly periods.

All full-time employees shall earn vacation based on years of service with the Lawrence County Department of Job & Family Services. Credit will be given for service accumulated within the Ohio Civil Service System.

Accumulation shall be as follows:

SERVICE IN DEPARTMENT	ACCUMULATION PER PAY PERIOD	TOTAL PER YEAR
Less than one year	3.1 hours	40 hours (5 working days - taken after 6 months service)
One year of service, but less than 5 years	3.1 hours	80 hours (10 working days)
5 years of service, but less than 10 years	4.6 hours	120 hours (15 working days)
10 years of service, but less than 15 years	6.2 hours	160 hours (20 working days)

15 years of service, but less than 20 years	7.7 hours	200 hours (25 working days)
20 years of service, but less than 25 years	9.2 hours	240 hours (30 working days)
25 years or more of service	10.8 hours	280 hours (35 working days)

Section C

In the case of death of an employee, the unused vacation leave of such employee shall be paid to the employee's surviving spouse and if there is no surviving spouse, to the employee's estate.

Section D

Vacation time shall be taken in minimum units of one-quarter (1/4) hour increments. Vacation requests must have the approval of the immediate supervisor and such requests shall not be unreasonably denied.

Section E

In the pay period which includes May 1st and November 1st, employees will be offered the opportunity to convert to cash 50% of his/her accrued vacation leave for the prior year at the rate of 100%. This opportunity to convert will be available beginning the pay period including May 1st and November 1st continuing each year thereafter, at six (6) month intervals. An employee not exercising the option on or before May 15th and November 15th of each year will automatically have the hours carried forward. All accumulated vacation leave that has been earned in the previous years is not applicable to the conversion process but can be utilized under the other sections of this Article. Employees choosing to convert any of their time to cash should provide their supervisor with at least a two (2) weeks' notice in order for processing.

Upon any separation of employment, employees shall be entitled to compensation at his/her current rate of pay for all accrued and unused vacation leave to his/her credit at the time of separation.

Section F

Vacation pay for a week or more will be paid in advance of the vacation if a written request for same is made by the employee at least three (3) weeks or more before the regular pay date. Vacation pay may be included in the regular pay check.

ARTICLE 28 – HOLIDAYS

Section A

All full-time employees in active pay status will be paid for the following holidays:

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

Section B

To be entitled to "holiday pay" an employee must be on the active payroll (i.e., receives pay) on the last regular work day before and the first regular work day after the holiday.

Section C

To be entitled to "holiday premium pay" an employee must work on the day observed by the Employer as the holiday. Those employees who work the holiday shall in addition to holiday pay receive one (1) and two (2) times their hourly rate for all hours worked on the holiday.

Section D

If an observed holiday shall fall on a Saturday it shall be observed on the preceding Friday. If an observed holiday falls on a Sunday it shall be observed on the following Monday.

Section E

Employees utilizing sick leave the day before and/or the day after a holiday without valid documented proof of illness (doctor's statement) shall be subject to disciplinary action.

ARTICLE 29 – INSURANCE

Section A

The Employer agrees to provide medical insurance availability to all employees. Upon insurance coverage renewal the Employer agrees to pay 100% of the premium for Option 3 medical coverage.

Employees hired after ratification of this contract will be responsible for 10% of their medical insurance premium effective November 01, 2010. This does not include any employees who are recalled due to previous layoff.

Section B

When an employee is on an approved maternity leave or an approved disability leave, and has reached a non-paid status, the Employer shall continue the coverage of the group health insurance as called for in this Article for the first three (3) months on non-paid status.

At the end of this three (3) month period, the employee shall have insurance conversion rights, at the employee's expense, if so desired. The Employer shall only be required to provide the three (3) month coverage referred to above for any one employee for a total of three (3) months within any twelve (12) month period. This twelve (12) month period shall begin on the first day of the first leave in which the Employer provides the above mentioned coverage.

Section C

The Employer agrees to pay $69.00 per month per bargaining unit employee towards the cost for the coverage provided by the AFSCME Health Care Plan. Said coverage is for Dental II, Vision II, Life, Prescription, and Hearing Aid coverage. This cost shall remain constant for the term of the contract.

Section D

Employees not receiving the group health insurance plan upon the effective date of this agreement shall receive a lump sum amount on a yearly basis so long as the employee continues to not receive the group health insurance plan. The employee shall be paid the

appropriate amount according to the plan the employee would be eligible for should the employee elect to participate in the group plan.
Employees exercising the insurance incentive will be eligible for said incentive commensurate. Employees not previously utilizing the insurance incentive, but who wish to now, will be eligible for payment at the end of three (3) months following the date of removal from the plan. Subsequent thereto, the employee shall receive the lump sum payment on the anniversary of the effective date of the employee leaving the plan so long as the employee remains off the plan on a continuous basis for the entire year. Once employees successfully complete their initial probationary period, they shall be eligible for the lump sum payment. Management agrees to provide insurance incentive payments in a separate check provided that it is operationally possible.

Should the employee return to the group health insurance plan, then the employee shall repay to the Employer the pro rata part of the remaining year in which the lump sum incentive was paid, payable on a monthly basis. Should an employee's status change as the plan that the employee would be eligible for, then the lump sum incentive shall change upon the following anniversary date of leaving the plan.

Section E

Management and county will establish a committee represented by a management and bargaining unit employee per department for the purpose of reviewing insurance proposals prior to a decision being made. The committee will review proposals and make recommendations to the Lawrence County Board of Commissioners as to the lowest and/or the best proposal.

ARTICLE 30 – WAGES

Section A

No later than 30 days from the effective date of this Agreement, the Employer agrees to pay to those bargaining unit members in active pay status a one-time wage adjustment of $3500.00. Employees currently on approved leave will be eligible for the lump sum. Employees currently on probationary new hire status will be eligible for the lump sum amount upon successful completion of the probationary period.

Upon ratification of this contract with signatures of the bargaining unit, the employer and the county commissioners the employees must opt to receive this one-time wage adjustment by September 17, 2010.

Management agrees to provide bonus payments in a separate check provided that it is operationally possible.

Section B

Employees shall be hired at Step 1 of the pay scale. Upon the completion of their probation, they shall be placed at Step 2 and shall proceed to the succeeding step annually thereafter. Subsequent step increases shall occur on the employee's anniversary date of completion of probation until the employee has reached the top step of the pay range for his position as set forth in Appendix "A". Employees who are promoted or reassigned shall be placed in the next succeeding step in their new job which provides the employee with a minimum of a four percent (4%) increase in wage from the step in which they were serving at the time of their promotion, and shall advance through the remaining steps (if any) in accordance with this Section. Wage rates shall be as set forth in Appendix "A" of this Agreement.

Section C

Beginning on the first day of the pay period within which the employee completes five (5) years of total service with the Employer, each employee shall receive an automatic salary adjustment equivalent to two and one-half percent (2 ½%) of the classification salary rate to the nearest whole cent. Each employee shall receive thereafter an annual adjustment equivalent to one-half of one percent (1/2%) of his/her classification salary rate, to the nearest whole cent, for each additional year of qualified employment.

The granting of longevity adjustments shall not be affected by promotion, demotion, or other changes in classification held by the employee, nor by any change in pay range for his/her class. Longevity pay adjustments shall become effective at the beginning of the pay period within which the employee completes the necessary length of service. Time spent on authorized leave of absence shall be counted for this purpose.

Section D

Wages are frozen according to Appendix A, Wage Rate for 2008 thru 2009 for the duration of current contract.

Effective the first complete pay period subsequent to October 22, 2010 all new hire employees shall be paid according to pay schedule effective October 31, 2010.

Section E

Shift differential shall be paid at the rate of twenty-five cents ($.25) per hour for hours between 4:30 p.m. and 12:30 a.m. and thirty cents ($.30) per hour between 12:30 a.m. and 8:30 a.m. for those employees regularly scheduled to work other than first shift.

Section F

An employee who has served in the maximum step of a pay range more than twenty-six pay periods shall, following any change in classification or pay range which results in the employee being assigned to other than the maximum step of the pay range, advance to the next higher step of the pay range on the first day of the succeeding period.

Section G

It is agreed that the Director has the authority to grant performance incentives based upon established performance standards. The amount of the incentive payment(s) and criteria are at the discretion of the Director and are not affected by any other articles in this Collective Bargaining Agreement.

The Director agrees to meet with representatives of the Union, as selected by the Union, prior to the payment of any incentive payments.

ARTICLE 31 – NO STRIKE – NO LOCKOUT

A. The Lawrence County Department of Job & Family Services and the union agree that the orderly and peaceful operations of the county can only be achieved by uninterrupted operations of the county department.

B. Management and the union agree that each party is responsible for maintaining the uninterrupted operation of the county department and its services to the citizens of Lawrence County. Whenever a dispute over the terms of this Agreement occurs, both parties agree to use the grievance procedure as contained in this Agreement to resolve these disputes.

C. In recognition of the provisions included in this Agreement for a grievance procedure to be used for resolution of disputes, the Union agrees that neither the union, its officers, or agents, nor any of the bargaining unit members covered by this Agreement will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass absenteeism, mass use of sick leave, the willful absence from positions, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment. Any violation of any provision of this Article may be cause for disciplinary action including discharge.

D. No lockout shall be instituted by the Employer during the life of this Agreement provided Section C of this Article is not violated by bargaining unit members or the Union.

E. Management through its supervisors and the Union through its representatives agree to make every effort to end any dispute that would involve the cessation or interruption of work within the county department. To this end the Union shall notify all bargaining unit members to cease such activity immediately.

ARTICLE 32 – DURATION

Section A

This collective bargaining agreement shall remain in full force and effect October 22, 2010 to October 21, 2012 inclusive.

Notice to negotiate a successor agreement shall be given by either party no sooner than one hundred twenty (120) days, but not later than sixty (60) days prior to the expiration date of this Agreement.

Discussions will begin no later than sixty (60) days prior to the expiration date of this Agreement.

Section B

The date, time, place and other conditions for negotiating sessions shall be established by mutual agreement between the parties.

Section C

This agreement shall be binding upon both parties hereto together with their respective successors and assignees for the duration of this Agreement.

ARTICLE 33 – EXECUTION OF AGREEMENT

Section A

The undersigned being the duly authorized representatives of the Lawrence County Commissioners, and Ohio Council 8 of the American Federation of State, County, and Municipal Employees (AFSCME), and Local 3319-B, AFSCME, AFL-CIO, do hereby set forth their signatures to evidence their agreement to and acceptance of the terms and provisions of this Agreement, being effective as set forth in the Duration Article. This Agreement being effective and binding upon execution of all necessary signatures.

Signed this 31st day of September, 2010.

FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 3319-B:

Sandra Shonborn, AFSCME Representative

Charmie Moore, Chairperson of the Local

Cathyrn Doughman, Secretary of the Local

Noelle Pemberton, Member of the Local

Missy Holmes, Member of the Local

FOR THE LAWRENCE COUNTY DEPT. OF JOB & FAMILY SERVICES

Donald E. Myers, Director

FOR THE LAWRENCE COUNTY COMMISSIONERS:

Doug Malone, Commissioner

Jason Stephens, Commissioner

Les Boggs, Commissioner

Appendix A

Wage Rate effective October 22, 2010 thru October 21, 2012
Lawrence County Local 3319-B

WAGE RATE FOR 2010

Position/Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
02	$ 9.97	$10.39	$10.82	$11.25	$11.70	$12.17	$12.66		
03	$10.31	$10.74	$11.19	$11.64	$12.12	$12.59	$13.09		
26	$10.47	$10.91	$11.36	$11.81	$12.28	$12.77	$13.28		
27	$11.40	$11.88	$12.38	$12.88	$13.37	$13.95	$14.48	$15.06	$15.66

WAGE RATE FOR 2011

PositionPay Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
02	$9.97	$10.39	$10.82	$11.25	$11.70	$12.17	$12.66		
03	$10.31	$10.74	$11.19	$11.64	$12.12	$12.59	$13.09		
26	$10.47	$10.91	$11.36	$11.81	$12.28	$12.77	$13.28		
27	$11.40	$11.88	$12.38	$12.88	$13.37	$13.95	$14.48	$15.06	$15.66

PAY RANGES

02 CLERK 2
03 DELIVERY WORKER
26 CLERICAL SPECIALIST
27 INVESTIGATOR

INSURANCE CATEGORIES

1. FAMILY
2. EMPLOYEE/SPOUSE
3. EMPLOYEE/CHILDREN
4. SINGLE

INSURANCE INCENTIVE

1.	FAMILY	$6,000.00
2.	EMPLOYEE/SPOUSE	$5,000.00
3.	EMPLOYEE/CHILDREN	$5,000.00
4.	SINGLE	$4000.00