

HAND DELIVERED

STATE EMPLOYMENT
RELATIONS BOARD

1122-01
10-MED-04-0532
K26594

2010 OCT -4 P 3:43

**A LABOR AGREEMENT BETWEEN
HOCKING COUNTY DEPARTMENT OF
JOB AND FAMILY SERVICES**

AND

**AFSCME, OHIO COUNCIL 8
AND LOCAL 2832**

EFFECTIVE FROM

**AUGUST 1, 2010
THROUGH
JULY 31, 2013**

LABOR AGREEMENT BETWEEN THE
HOCKING COUNTY DEPARTMENT
Of JOB AND FAMILY SERVICES AND
AFSCME, OHIO COUNCIL 8 AND LOCAL
2832

ARTICLE NO.	NAME OF ARTICLE	PAGE
1	PREAMBLE	1
2	PURPOSE AND INTENT	1
3	RECOGNITION	1
4	DUES DEDUCTION	2
5	MANAGEMENT RIGHTS	4
6	UNION REPRESENTATION	4
7	NONDISCRIMINATION	5
8	UNION BULLETIN BOARDS	5
9	WORK RULES	6
10	CONFORMITY TO LAW	6
11	NO STRIKE OR LOCKOUT	6
12	GRIEVANCE PROCEDURE	7
13	MEDIATION AND ARBITRATION PROCEDURE	9
14	DISCIPLINARY PROCEDURES AND PERSONNEL RECORDS	10
15	SICK LEAVE	11
16	FUNERAL LEAVE	14
17	HOLIDAYS AND PERSONAL LEAVE	14
18	VACATION	14
19	OVERTIME	15
20	LEAVES	16
21	MEDICAL INSURANCE	17
22	EMPLOYEE HOURLY RATES	18
23	MEDICAL EXAMINATIONS	18
24	LATERAL TRANSFERS, PROMOTIONS AND PROBATIONARY PERIODS	19
25	WORK DAY/WORK WEEK	21
26	LAYOFF AND RECALL	22
27	MISCELLANEOUS	23
28	WAIVER IN CASE OF EMERGENCY	24
29	PROFESSIONAL LIABILITY INSURANCE	24
30	DURATION OF AGREEMENT	25
31	EXECUTION	26
	APPENDIX	

Agreement Between Hocking County DHS and AFSCME Local 2832

ARTICLE 1 PREAMBLE

Section 1.1 This Agreement is hereby entered into by and between the Hocking County Department of Job And Family Services, hereinafter referred to as "the Employer," and AFSCME, Ohio Council 8, AFL-CIO and Local 2832, hereinafter referred to as the "Union".

ARTICLE 2 PURPOSE AND INTENT

Section 2.1 In an effort to continue harmonious and cooperative relations and to ensure the orderly, uninterrupted and efficient operations of the Employer, the parties desire to enter into an Agreement reached through collective bargaining which will have for its purposes, among others, the following: 1) To recognize the legitimate interests of the employees of the Employer to participate through collective bargaining in the determination of the terms and conditions of their employment; 2) To promote fair and reasonable working conditions; 3) To promote individual efficiency and service to Hocking County; 4) To avoid interruption or interference with the efficient operation of the Employer's business; and, 5) To provide a basis for the adjustment of matters of mutual interest by means of amicable discussion.

ARTICLE 3 RECOGNITION

Section 3.1 The Employer agrees that it has and will continue to recognize the Union as the exclusive representative for negotiating wages and salaries, hours of work, and other terms and conditions of employment for full-time and permanent part-time employees in only the following classifications:

Included: All employees of the Hocking County Department of Job And Family Services including:

Account Clerk 1	Investigator 1 (Fraud)
Account Clerk 2	Investigator 2 (Fraud)
Elig/Referral Specialist 1	Social Service Worker 1
Elig/Referral Specialist 2	Social Service Worker 2
Unit Support Worker 1	Clerical Specialist 2
Unit Support Worker 2	Clerical Specialist 3
Public Inquires Assistant	Teacher
Child Support Case Manager	Program Specialist

Agreement Between Hocking County DHS and AFSCME Local 2832

Excluded: All management, supervisory, confidential, seasonal and casual employees as set forth in Ohio Revised Code Chapter 4117, including:

County JFS Director
Assistant County JFS Administrator
Account Clerk 1 (Confidential Employee
to the County JFS Director)
Account Clerk 2 (Confidential Employee
to the County JFS Director)
Eligibility/Referral Supervisor 1
Eligibility/Referral Supervisor 2

Social Services Supervisor 1
Case Manager/Investigator Supervisor 1
Case Manager/Investigator Supervisor 2
Budget Officer
Human Resources Officer 1

Section 3.2 In the event the Employer utilizes new classifications not listed in this Article during the period of this Agreement, upon written request by the Union, the parties agree to meet and discuss the possible inclusion of the new classifications in the bargaining unit. If the parties do not reach agreement, then the Union may submit the issue of the inclusion of a new classification to the State Employment Relations Board as provided in this Agreement.

ARTICLE 4 DUES DEDUCTION

Section 4.1 During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by the Union and have voluntarily signed dues deduction authorization forms permitting said deductions.

Section 4.2 The initiation fees, dues, or assessments so deducted shall be in the amounts established by the Union from time to time in accordance with its Constitution. The Union shall certify, in advance of when amounts are due, to the Employer, the amounts due and owing from the employees involved. The Union shall provide written notification to both the Director and the County Auditor at least two weeks in advance of the time for requested change.

Section 4.3 The Employer shall deduct dues, initiation fees or assessments from each biweekly pay period. If an employee has not paid dues on that pay date such amounts shall be deducted from the next or subsequent pay.

Section 4.4 Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair-share fee to the Union. The fair-share fee obligation shall commence on:

(A) The effective date of this Agreement for all current employees who have been employed for more than ninety (90) calendar days.

(B) The ninety-first (91st) calendar day of employment for all current employees who have not completed ninety (90) calendar days of employment as of the effective date of this Agreement.

(C) The ninety-first (91st) calendar day of employment for each employee hires after the effective date of this Agreement.

Section 4.5 Fair-share fee shall be paid by automatic, payroll deduction. Fair-share fee deductions do not require prior authorization from the affected employee. Fair-share fees shall be deducted in amounts determined by the Union in accordance with the applicable law. Any employee who elects to object or challenge the fair-share fee must serve concurrent, written notice to the Union and the Employer and must proceed through the Union appeal procedure.

Section 4.6 Fair-share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names, addresses and social security number of each employee on whose account a fair-share fee was deducted during the previous month including the amount of the deduction. A check in the amount of the total dues withheld from these employees authorizing a dues deduction shall, barring unusual circumstances, be tendered to the Comptroller of AFSCME, Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085, within fifteen (15) days, barring unusual circumstances, from the date of making said deductions.

Section 4.7 Both the Employer and the Union intend that this article be lawful in every respect. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

If the Employer, upon consultation with legal counsel, determines that a portion of the fair-share fee violates legal and/or constitutional requirements, it shall notify the Union. The parties shall meet to resolve this matter within thirty (30) calendar days. If the parties are unable to resolve this issue, the Employer may seek resolution of the disputed provision(s) by filing a declaratory judgment action in the appropriate court

Section 4.8 The Union warrants and guarantees to the Employer that non provision of this article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.9 This article constitutes the entire agreement between the Union and the Employer with respect to fair-share fees. All other agreements are hereby rendered void.

Section 4.10 The Union hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the perfoilliance of its obligations under this Article and the Union shall indemnify the Employer for any such liabilities or damages that may arise.

Section 4.11 Any bargaining unit employee who is a member of the Union on the effective date of this Agreement, or who becomes a member during its term, shall not revoke his authorization for regular membership dues deduction, except that an employee may revoke his membership in the union during the thirty (30) to forty-five (45) day period prior to the expiration date of the collective bargaining agreement.

ARTICLE 5 MANAGEMENT RIGHTS

Section 5.1 Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer or abridging or reducing such authority in any way.

Section 5.2 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 its designated representatives.

Section 5.3 Not by way of limitation of the following paragraph, but only to indicate the type of matters or rights that belong to and are inherent to the Employer, the Employer retains the right to: 1) hire and transfer employees; 2) discharge, suspend, or discipline employees for just cause; 3) determine the number of persons required to be employed, laid off or discharged; 4) determine the starting and quitting time and the number of hours to be worked by its employees; 5) make any and all rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees; 8) determine the type of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) transfer or subcontract work; 14) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes or work with or to any other county agency or entity, or effect or change in any respect the legal status, management or responsibility of such property, facilities, processes or work; 15) terminate or eliminate all or any part of its work or facilities.

Section 5.4 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 6 UNION REPRESENTATION

Section 6.1 Employees selected by the Union to act as Union Representatives for the purpose of processing grievances and attending hearings shall be known as "Stewards".

Section 6.2 The Union shall furnish the Employer with a list of Officers and Stewards indicating the locations to which each is assigned. The Union shall have a total of two Stewards plus a Union President, also a Steward.

Section 6.3 The Staff Representative of the Union may enter the premises of the Employer upon request to the Director in order to ascertain whether or not this contract is being observed and to attend meetings at Step (3) of the grievance procedure. Such visit(s) shall be made by appointment with the Director.

Section 6.4 The Employer agrees to allow the Union steward or employee representative plus the staff representative to accompany a bargaining unit member in disciplinary procedure as set forth in Article 14 of this Agreement before the Director at meetings conducted at the predisciplinary stage. All other representation at the grievance procedure would be according to the grievance procedure. The predisciplinary hearing is to be scheduled by the Employer and if a representative-employee is on paid time attending the predisciplinary hearing then the Employer will pay the representative for time spent if during the regular workday, but the Employer will not compensate for overtime.

Section 6.5 .The Union shall provide in writing to the Employer a roster of its charter- officers' and stewards which is to be kept current at all time. No employee shall be recognized as a Union - representative until the Union has notified the Employer of that person's selection.

Section 6.6 Stewards shall be permitted a reasonable amount of paid work time to conduct union business. (E.g., processing and investigating grievances). Such time must first be approved by the Employer.

Section 6.7 Stewards shall be permitted eight (8) hours of paid time per year to attend AFSCME Stewards' training.

ARTICLE 7 NONDISCRIMINATION

Section 7.1 The Employer and the Union agree not to discriminate against any employee(s) on the basis of age, sex, race, color, creed, handicap, marital status, national origin, political affiliation, or involvement or non-involvement with the Union.

Section 7.2 All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE 8 UNION BULLETIN BOARDS

Section 8.1 The Employer will provide space for one (1) bulletin board for exclusive use by the Union. This bulletin board shall be located in a conspicuous place where it will be available to all employees. The bulletin board shall not be used for any postings regarding any partisan political activities. Statements or information by or about candidates or issues shall not be posted on the bulletin board.

ARTICLE 9 WORK RULES

Section 9.1 All existing and future work rules shall be reasonable and apply equally to all employees of the Department. Agency work rules that are reduced to writing will be distributed to all affected employees. In the absence of a determination by the Director of the need for immediate implementation, work rules will be provided to the Union President at least fifteen (15) days prior to implementation for further distribution to unit members. The determination that immediate implementation is necessary or appropriate shall be in the sole discretion of the Director.

ARTICLE 10 CONFORMITY TO LAW

Section 10.1 This Agreement shall be subject to and subordinate to any present and future Federal, State and Local Laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law or rule or regulation shall not affect the validity of the surviving portions.

Section 10.2 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

Section 10.3 In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by a court of final and competent jurisdiction or governmental agency, that portion shall be deemed severable from the remainder of the Agreement and all such other remaining parts of this Agreement shall remain in full force and effect. In such event, the Employer and the Union will, at the request of either party hereto, within 60 (sixty) days enter into discussions relative to the particular provisions deemed invalid or unenforceable.

Section 10.4 Unless otherwise specified herein, this Agreement supercedes all rules and regulations of the Ohio Department of Administrative Services; the State Personnel Board of Review and all civil service statutes with the exception of O.R.C. § 124.57, pertaining to wages, hours and terms and conditions of employment. This agreement also supercedes all county resolutions, rules and regulations that directly conflict with provisions of this agreement.

ARTICLE 11 NO STRIKE OR LOCKOUT

Section 11.1 The Employer and the Union agree that the grievance procedures provided herein are adequate to provide a fair and final determination of all grievances arising under this Agreement. It is the desire of the Employer and the Union to avoid work stoppages and strikes.

Section 11.2 Neither the Union, nor any member of the bargaining unit, for the duration of this Agreement, shall directly or indirectly call, sanction, encourage, finance, participate, or assist in any way in any strike, slowdown, walkout, concerted sick leave, work stoppage or slowdown, or other unlawful interference with the normal operations of the Employer for the duration of this Agreement.

A breach of this Article shall be sufficient grounds for discipline.

Section 11.3 The Union shall, at all times, cooperate with the Employer in continuing operations in a normal manner and shall actively discourage any attempt to prevent any violation of this Article. In the event of a violation of this Article, the Union shall promptly notify all employees in a reasonable and expeditious manner within a twenty-four hour period that the strike, work stoppage or slowdown, or other unlawful interference with normal operations of the Employer is in violation of this Agreement, unlawful, and not sanctioned or approved by the Union. The Union shall order the employees to return to work immediately.

Section 11.4 The Employer shall not lock out any employees nor will it do anything to provoke interruptions or prevent such continuity of performance by said employees.

ARTICLE 12 GRIEVANCE PROCEDURE

Section 12.1 Every employee shall have the right to present his/her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

This grievance and arbitration procedure shall be the exclusive procedure for resolving disputes arising from the terms of this Agreement and this procedure shall be the exclusive remedy for the appeal of disciplinary actions as set forth in Article 14 of this Agreement.

Section 12.2 For the purposes of this procedure, the below-listed terms are defined as follows:

- A. Grievance. A "grievance" shall be defined as a dispute or controversy arising only from the misapplication or misinterpretation or compliance with the specific and express written provisions of this Agreement.

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

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

- D. Days. A "day" as used in this grievance and arbitration procedure shall mean any day the agency is open for business.

Section 12.3 The following procedures shall apply to the administration of all grievances filed under this procedure.

- A. Except at Step 1, all grievances shall 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 said grievance, if known to the grievant; and, a general statement of the redress sought by the grievant.

Agreement Between Hocking County DHS and AFSCME Local 2832

- B. Except at Step 1, all decision appeals shall be rendered in writing at each step of the grievance procedure. Each written decision shall be transmitted to a local Union representative.
- C. If a grievance: 1) affects a group of employees working in different locations, with different principals; 2) is associated with an Employer-wide controversy; or, 3) concerns discipline above a written reprimand, it may be submitted at Step 3.
- D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer and Union in future proceedings.
- E. The grievant may be represented by the duly authorized representative of the Union, at any step of the grievance procedure.
- F. The time limits provided herein will be strictly observed and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically proceed to the next step in the grievance procedure. The time limits specified for either party may be extended only by written mutual Agreement.
- G. The preparation of grievances and investigations shall be conducted during non-working hours. However with the prior approval of the Director, or the Director's designee, grievance preparation and investigation may be conducted during working hours.
- H. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- I. Promoted employees serving a probationary period shall not have the right to utilize the provisions of the grievance procedure for the purpose of grieving probationary removals or demotions.

Section 12.4 All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1. An employee who believes he/she may have a grievance shall notify his/her supervisor of the possible grievance within seven (7) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an infoinial meeting with the employee, and the Union steward if the employee desires, within seven (7) days of the notice to the supervisor, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2. If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the Union and presented as a grievance to the supervisor within seven (7) days of the informal

meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than ten (10) days from the date of the meeting if the supervisor fails to give the Union an answer. The supervisor shall give the Union his or her Step 2 answer within seven (7) days of the meeting.

Step 3. If the grievant is not satisfied with the written decision at the conclusion of Step 2, the Union may file a written appeal of the decision with the Director within seven (7) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Director, or the Director's designee, shall convene a hearing within fourteen (14) days of receipt of appeal. The hearing will be held with the grievant, his/her Union representative, if the employee desires, and any other party necessary to provide the required information for the rendering of a proper decision. The Director or the Director's designee shall issue a written decision to the Union within twenty-one (21) days from the date of the hearing. If the grievant is not satisfied with the decision at Step 3, the Union may proceed to arbitration pursuant to the mediation / Arbitration procedure herein contained.

ARTICLE 13 MEDIATION AND ARBITRATION PROCEDURE

Section 13.1 In the event the grievance is not resolved at the third step, the Employer and the Union may agree to mediation with the State Employment Relations Board. The mediation request must be mutual and must be filed within 14 days of receipt of the third (3rd) step answer.

In the event a grievance is unresolved after being processed through all steps of the grievance procedure and, if applicable, the mediation process, then within fourteen (14) days after either the third-step decision is rendered or, if applicable, the mediation process is completed, the Union may submit the grievance to arbitration. Within this fourteen (14) day period, the parties will attempt to agree mutually upon an arbitrator.

Should the parties not be able to decide on a mutual arbitrator, they agree to request a panel of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Services (FMCS). Each party shall have the right to reject one list per grievance. Within fourteen days of a list not rejected, the parties shall use the alternate strike method for selecting the arbitrator. The parties will alternate who has the first (1st) selection at striking the arbitrator.

Section 13.2 The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall not decide more than one grievance on the same hearing day(s), except by mutual written agreement of the parties. This arbitration provision is limited to those grievances arising from the misinterpretation or misapplication of the specific and express written terms of this Agreement.

Section 13.3 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the Federal Mediation Conciliation Services.

Section 13.4 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by the parties.

Section 13.5 An employee requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without the necessity of subpoena. Any request made by either party for the attendance of witnesses shall be made in good faith and at no time shall the number of employees in attendance exceed three (3) employees. It is agreed that the calling of witnesses shall not interfere with the operations of the department.

Section 13.6 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 13.7 The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of any determination that the Union failed to represent a member of the bargaining unit fairly during the exercise of the member's rights as provided by the grievance and arbitration procedure contained in this Agreement.

Section 13.8 Either party may request, in writing, a prearbitration meeting and a meeting shall be conducted. Such meeting shall be for the purpose of meeting to discuss the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented/served on the other party at least thirty (30) calendar days after the Step 3 written answer. A meeting shall be scheduled for a date no later than fourteen (14) days after receipt of request for a prearbitration meeting, unless parties agree otherwise. If either party should decide to utilize rebuttal documents or witnesses it shall inform the other party no later than seven (7) days after the prearbitration meeting.

Once documents and witness lists have been exchanged, neither party shall contact any adverse witnesses to discuss this particular grievance or testimony.

Any documentation or witness lists not exchanged through this procedure cannot be used in the arbitration hearing and the Arbitrator shall not allow any documents or witnesses not previously provided or listed.

ARTICLE 14 DISCIPLINARY PROCEDURES AND PERSONNEL RECORDS

Section 14.1 Employees may be disciplined for just cause. In the event that an employee is to be given disciplinary action for behavior or conduct that warrants time-off suspension or removal, a predisciplinary conference between the employee and the Director, or the Director's designee, shall be arranged. This conference shall be scheduled not earlier than 24 hours after the time the employee is notified of the discipline and the predisciplinary conference. The employee may have a Union representative and the staff representative present at the predisciplinary conference. The employee shall be responsible for notifying the Union or staff representative. When the nature of the offense is such that *immediate action is required, the Employer is not prohibited by the terms of this provision from placing the employee on administrative leave with pay pending the decision of the pre-disciplinary conference.* Additionally, the Employer may have additional personnel present at the predisciplinary

conference.

Section 14.2 Discipline shall take into account the nature of the violation, the employee's record of performance and conduct, and the severity of the incident as well as past disciplinary actions and all other appropriate considerations for disciplinary action.

Section 14.3 After the predisciplinary conference, the employee shall be notified in writing of the disciplinary action, the reasons, and the effective date of such disciplinary action: An employee may appeal, in writing, time-off disciplinary action (such as suspensions) to the grievance and arbitration procedure, set forth in this Agreement, within seven (7) days of notification of the pre-disciplinary conference decision.

Section 14.4 Records of suspensions shall cease to have force and effect or be considered in future discipline matters twenty-four (24) months after their effective date, providing there are no intervening disciplinary actions taken during that time period. Reprimands shall be on record for twelve (12) months only, providing there are no intervening disciplinary actions taken during that time period. Records of reprimands may be used after twelve (12) months, with no intervening disciplinary action, only to establish notice to the employee or to establish that the employee had knowledge/notice of an expected standard of conduct. Employees issued reprimands may request a meeting with the supervisor and Director to review or discuss a reprimand. _ Employees may have a Union representative present at any discussion: of a, reprimand if the employee requests the presence of the Union representative.

Section 14.5 An employee shall have the right to inspect his/her personnel record provided ample notification is given to the Personnel Department.

Section 14.6 An employee will receive, upon written request, copies of all materials placed in his/her personnel record.

Section 14.7 Written reprimands may be removed upon the written request of the employee if there are no other written reprimands in a twelve (12) month period following the issuance of the reprimand.

ARTICLE 15 SICK LEAVE

Section 15.1 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; or 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/her immediate family where the employee's presence is necessary.

Any time a doctor is consulted the sick leave form must be signed by the doctor or a verification from the doctor must be submitted with a sick leave request form before such sick leave request shall be paid.

Section 15.2 All full-time employees shall earn sick leave at the rate of 4.6 hours for each completed biweekly pay period and may accumulate such sick leave without limit.

Section 15.3 Sick leave may be used in segments of not less than one-quarter (1/4) hours. Sick leave used at the beginning of the work day shall be no less than two (2) hours unless used for a doctor's appointment, then sick leave may be used in one-half hour increments. Employees shall not use sick leave to cover tardiness.

After four (4) uses of sick leave in any six (6) consecutive month period the next sick leave use(s) shall be without pay up to eight (8) hours use. (That is, the first hours of sick leave use up to eight (8) hours of each use after four (4) uses in any six (6) consecutive month period will be without pay.) Exempt for sick leave use for the purpose of this section shall be previously scheduled medical appointments, sick leave uses accompanied by a leave slip signed by a medical practitioner, any FMLA qualified leave, or a paid personal day.

Section 15.4 Any employee who is reasonably suspected of abusing sick leave may be required by the Director to submit a physician's statement with requests for sick leave prior to the approval of sick leave usage.

The Director may require an employee who has been absent from work in excess of three (3) or more consecutive work days due to personal illness or injury, prior to and as a condition of returning to duty, to be examined by a physician designated and paid for by the Employer to establish that he/she is able to perform the material and substantial duties of the position, and/or that returning to duty will not jeopardize the health and safety of other employees.

Section 15.5 If an employee fails to submit adequate proof of illness or injury or in the event such proof as is submitted or upon the request of medical examination, the Director finds there is not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may be considered unauthorized leave and shall be without pay.

Section 15.6 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action.

Section 15.7 An employee's immediate family as referred to herein, shall include his/her spouse, mother, father, child, step-child, brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparents, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis). Aunts and uncles are considered immediate family only when a pei inament part of a family unit.

Section 15.8 In addition to the uses provided for in Section 1 above, employees may use up to twenty-four (24) hours of sick leave each year as personal leave during each calendar year, provided the procedures contained herein are followed. To be eligible to utilize such time as personal leave, the employee must have the requested amount of time accumulated as of the date of request. Time off will not be approved for prospective accumulations of sick leave unless an emergency situation exists. Compensation for such leave shall be equal to the employee's current rate of pay. Time off shall be allowed only in one-quarter (1/4) hour increments except that leave used at the beginning of the work day shall be no less than two (2) hours. Advance notice for personal leave may be waived by an employee's supervisor at the supervisor's discretion.

Section 15.9 Annual Conversion. Employees who use twenty-four (24) hours or less of sick leave, excluding personal leave days pursuant to Section 15.8, in the year period from December 1 to November 30 will be eligible for annual sick leave conversion. Such employees may convert, on a 2 for 1 basis, up to forty (40) hours of accumulated unused sick leave. That is, an employee may convert to lump sum cash payment forty (40) hours sick leave to twenty (20) hours pay. Such payments shall be at the employee's base rate of pay. Employees must submit to the Director, on a form provided by the Department, the request for annual sick leave conversion by December 5 each year. Payment shall be made by the Department by the second pay period in January. Employees must be employed the entire period of December 1 to November 30 to be eligible for this annual conversion.

Section 15.10 Catastrophic Sick Leave Donation Program A catastrophic sick leave program is established to assist employees who are placed on a leave of absence due to an accident or longterm illness not job related, and who will exhaust all other available paid leave. This program is available for use for illness or injury of only the employee and is not available for any pregnancy or pregnancy-related absence. This program neither supersedes nor replaces other disability programs.

The Catastrophic Sick Leave Donation program can be utilized only if all of the following conditions are met:

1. The Director has determined that the injury or long-term illness is catastrophic. The Director has final determination and such determination is not appealable to the grievance procedure.
2. A doctor approved by the Hocking County Department of Job and Family Services certifies that a long-term medical injury or illness exists.
3. The injury or long-term illness must require the employee to take at least 60 days off. Employees on maternity leave or absent due to pregnancy or pregnancy-related conditions are not eligible for this program.
4. The employee must have worked for the Hocking County Department of Job and Family Services at least one continuous year prior to the illness or injury.
5. The employee shall not have been disciplined for sick leave abuse.
6. Prior to receiving a sick leave donation, the employee must have exhausted all paid time off, including sick leave, compensatory time, and vacation time.
7. All sick leave donations are voluntary.
8. Unless otherwise approved by the Director, up to eight hours total per catastrophe can be donated.
9. The employee who will receive the sick leave donation must exhaust his sick and other accumulated, unused leaves first.
10. Any remaining sick leave shall be returned to all donors on a pro-rata basis.
11. The sick leave donated is paid at the lower of the two rates earned by the employees.
12. The employee who is requesting sick leave under this program will not be eligible if he/she has used more than 40 hours of sick leave for unrelated reasons in the 12 (twelve) months immediately prior to the requested use.
13. Any donation of sick leave by employees to this program shall not count as a "use" of sick leave as that term is used in Section 15.3 and shall not count as hours of sick leave

used in the formula contained in Sections 15.8 and 15.9 of this Article.

ARTICLE 16 FUNERAL LEAVE

Section 16.1 Employees shall be granted funeral leave up to twenty-four (24) hours in the event of the death of an employee's immediate family as set forth in section 15.7 of the sick leave article. Such hours shall not be charged against sick leave. Employees may have an additional sixteen (16) hours for funeral leave for members of the employee's immediate family that will be charged against the employee's accumulated sick leave.

Section 16.2 Employees will be permitted with proper authorization to take additional hours for funeral leave when necessary which shall be charged against accumulated sick leave.

ARTICLE 17 HOLIDAYS AND PERSONAL LEAVE

Section 17.1 All fulltime employees in active pay status 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
Presidents Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas
Employee's Birthday	

Section 17.2 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 17.3 Birthday Observance. Employees are granted a birthday-holiday each year. Newly hired employees may observe their birthday as a holiday if their birthday occurs after their initial date of employment with the Department. Employees may observe the birthday on their actual birthday or on another day during the calendar year. Any use shall be in an eight (8)-hour increment. Employees shall submit their request to use their birthday at least forty-eight (48) hours in advance of requested use. Requests shall be submitted to their supervisor. The birthday holiday may not be carried over from year-to-year.

ARTICLE 18 VACATION

Section 18.1 Vacation leave shall accrue to full-time employees as set forth below. Employees shall be eligible to take vacation leave after one year of service with the Department. Employees with more than one year of service with the Department, who voluntarily separate from employment, shall have unused accrued vacation leave converted at time of separation.

All full-time employees shall earn annual vacation leave according to their number of years of

service with the State of Ohio, with any other County depai talents of Job and Family Services, or with any other department or agency of Hocking County. Employees of the agency as of November 1, 1989, shall have their service credited as of that date.

Section 18.2 The time of taking of vacations shall be subject to the approval of the Director. 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 that is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance.

Section 18.3 Vacation Crediting. Full-time employees shall earn vacation leave according to the following schedule:

Vacation leave shall accrue at the above rates of hours each biweekly pay period and shall take into consideration the total years of service above. Vacation leave is earned while on vacation or approved

<u>Years Service</u>	<u>Biweekly Rate</u>	<u>Annual Rate</u>
After Initial Employment	3.1 Hours	80 Hours
Eight Or More	4.6 Hours	120 Hours
Fifteen Or More	6.2 Hours	160 Hours
Twenty-Five Or More	7.7 Hours	200 Hours

sick leave but not earned while an employee is in a no-pay status or when on paid overtime. Days specified as holidays shall not be charged to an employee's vacation leave.

Section 18.4 Employees requesting vacation leave must submit their request in writing as soon as possible prior to taking vacation. All vacation requests are subject to approval by the Employer. Vacations will be scheduled in accordance with and subject to the workload requirements of the individual sections of the Depai Lnent. Vacation leave that has already been prior approved may be changed to sick leave provided the employee requests the change prior to the effective begin date of the leave and provided the employee submits a valid statement from an appropriate medical professional.

Section 18.5 One time per calendar year employees may convert, at 2 for 1, forty (40) hours accumulated vacation time. That is an employee may convert to lump sum cash payment forty (40) hours vacation to twenty (20) hours pay. Such pay shall be at the employee's base rate of pay. Employees must submit to the director, on a form provided by the department, the request for vacation conversion.

ARTICLE 19 OVERTIME

Section 19.1 All employees in the bargaining unit shall, for work actually performed in excess of forty (40) hours worked per work week, be entitled to time and one-half (1-1/2) times the specific employee's regular straight-time pay rate. Hours of vacation leave, funeral leave, holidays, and sick leave (if a doctor's statement is submitted upon return from sick leave) shall also count toward hours worked.

Section 19.2 Employees may choose compensatory time in lieu of paid overtime for all overtime hours worked. Compensatory time shall be granted at the rate of 1-1/2 hours compensatory time for each hour of overtime actually worked. The selection for compensatory time must be made by the employee at the time the overtime was worked. Employees may accumulate -a maximum of 80 hours of compensatory time. Employees must use all accumulated compensatory time within six (6) months of the date that the compensatory time was earned. Any employee who is unable to use compensatory time due to scheduling difficulties because of work schedule shall be granted an extension until compensatory time can be scheduled. The employee shall meet within two weeks with his/her supervisor to schedule the unused compensatory time.

Section 19.3 It is recognized by the Employer that occasional emergencies arise that necessitate overtime. It is recognized that a supervisor may, therefore, at his/her discretion, authorize overtime for an employee to finish a task(s) at the end of a workday.

ARTICLE 20 LEAVES

Section 20.1 Educational Leave. Employees required by the Employer to attend work-related classes shall be paid for their time in attendance at such classes or be paid their normal work-day for attendance at seminars.

Section 20.2 Military Leave. Employees who are members of the Ohio National Guard, Ohio Defense Corporation, Naval Militia, or member of other reserve components of the Armed Forces of the United States, shall be entitled a leave of absence without loss of pay for such time as their military service and field training are active duties not to exceed one hundred seventy-six (176) hours in any calendar year.

Section 20.3 Jury and Witness Duty Leave. An employee called for jury duty or subpoenaed as a witness shall be granted leave for the period of such jury service or such witness service and will be compensated their regular pay for the period caused by the jury duty or witness duty. To be eligible for regular pay, employees shall remit to the Employer the jury paid voucher or witness pay voucher. This provision shall not apply if the employee is involved in, or responsible for, the action requiring attendance as a witness or as a party in an action.

Section 20.4 Maternity Leave. At the option of the affected employee, the employee may utilize all accumulated sick leave, vacation leave, or take a leave of absence without pay for maternity purposes. Affected employees may work as long as they are capable of performing the material and substantial duties of their position and so long as the employees have the written approval of their physician. Employees may elect to utilize accumulated sick leave and vacation leave when they are unable to perform the material or substantial duties of their position or are given a doctor's excuse. The total time for maternity leave shall not exceed six months. Employees may choose to reserve an amount of their sick leave or vacation leave prior to going on unpaid maternity leave. Male employees may utilize up to five (5) days of sick leave for parental leave purposes.

Section 20.5 Leave Without Pay. An employee may request a personal leave without pay for personal reasons. The Employer may grant such personal leave for periods not to exceed six months. It shall be the decision of the Employer whether or not to grant a personal leave. Employees requesting such leave without pay must do so no less than two weeks prior to the requested time for the leave unless an emergency situation exists. Employees shall not be granted personal leave for the purposes of securing full-time employment with another Employer.

Section 20.6 Union Delegates Leave. Duly elected Union delegates or alternates to attend the annual

convention of the Union Council and the biennial convention of the American Federal of the State, County, and Municipal Employees, AFL-CIO, shall be granted time off without pay for purposes of participation for such conventions. The time granted shall be up to three (3) days for each such convention. The number of employees shall be limited to two (2) for such convention. The two (2) employees shall not be from the same agency work unit. Should no delegates attend the conventions, the union officers may use the time set forth above (no more than six days per year and no more than two employees from the same agency work unit) to attend training or seminars provided by the union.

ARTICLE 21 MEDICAL INSURANCE

Section 21.1 As additional compensation for employees covered by this Agreement, the Employer will pay the medical insurance premiums on the existing medical insurance plan, which is subject to the provisions of this Article, to the extent the Employer currently pays. The employee may purchase life insurance if available under the plan and provided the employee pays the full cost of such coverage.

The Employer shall continue to pay the full premium for those employees covered by "single" plan coverage. The Employer shall continue to pay ninety percent (90%) of the "family" plan coverage.

Section 21.2 If premium rates increase over the course of this Agreement, the parties agree to meet and discuss the increase in premium cost for the purpose of discussing alternatives to maintain cost control, including, but not limited to, alternate insurance coverage and/or alternate means of providing coverage. The Union recognizes the right of the Employer to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or lessen premium costs.

Section 21.3 The Union understands and agrees that any increases in the premium rates for health, medical, and related insurance premiums shall be a factor considered in the total economic proposals for successive negotiations. Any rate increases that may be implemented during the period of this Agreement shall also remain subject to the wage negotiations of subsequent Agreements.

Section 21.4 The Employer will provide insurance coverage for laid-off employees for at least thirty (30) days following the effective date of layoff, but in no event longer than the first full month following the month in which the employee is laid off.

Section 21.5 Employees who do not subscribe to available Agency medical coverage (single or

family plans) are eligible for a "lump sum" or "buy-out" annual payment of \$400 per year payable the month of January of the year coverage will not be provided. Employees who subscribe to the dental only, vision only, or dental/vision only are eligible for the buy-out under this provision.

ARTICLE 22 EMPLOYEE HOURLY RATES

Section 22.1 The hourly rate of compensation shall be as set forth in the Appendix. Appendix A shall establish the pay range assigned to the appropriate classification. Appendix B shall establish the hourly rate of pay for each classification. There shall be two (2) wage re-openers during the life of this contract. The first shall be in July of 2011. The second shall be in July of 2012. The Union shall give written notice of its intent to use these wage-reopeners not later June 1st of these years.

Section 22.2 New employees shall be employed at the minimum rate of the pay range assigned to the classification unless otherwise provided. New employees shall be advanced to the next step in the pay range beginning on the first day after the new employee completes the probationary period for the classification. The date the employee completes his or her probationary period establishes the date on which the employee's annual increase is given. Employees shall advance at annual intervals thereafter to the next higher step until the maximum step in the pay range is reached.

Following a promotion, the employee shall be placed in the step in the new pay range that results in at least the equivalent of a step advancement in the employee's previous pay range. Otherwise, the promoted employee shall be placed in the initial step of the new pay range. Promoted employees shall advance to the next step in the pay range beginning on the first day after the employee completes the probationary period for the promotion. Promoted employees shall advance at annual intervals thereafter to the next higher pay step until the maximum step in the pay range is reached. The date the employee completes his or her probationary period establishes the date on which the employee's annual increase is given.

Section 22.3 Those employees who have completed a minimum of five years service with the County shall receive a longevity pay supplement that shall be a percentage equal to one-half of one percent for each year of service. This shall be a pay supplement and shall be applied beginning the pay period of the employee's fifth anniversary and shall be applicable for the entire pay period. A maximum accumulation of ten percent pay supplement shall be applicable after twenty years of service.

ARTICLE 23 MEDICAL EXAMINATIONS

Section 23.1 The Employer may require an employee to take an examination, conducted by a licensed medical practitioner of the Employer's choosing, to determine the employee's physical or mental capabilities to perform the essential functions of his or her job, with or without reasonable accommodation.

Section 23.2 Examinations are intended to guard the health and safety of employees and will be ordered as a precautionary measure, periodically to ensure the health of employees or when, in individual situations, the Employer has concern for an employee's ability to perform the material and substantial duties of his position.

Section 23.3 Refusal of an employee to submit to an examination will be considered as insubordination and may be grounds for discipline which may include dismissal.

Section 23.4 If an employee, after examination, is found to be unable to perform the material and substantial duties of his position, then the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to worker's compensation, if eligible).

Section 23.5 Employees who have been determined by an examination as unable to perform the material and substantial duties of their position may submit the report or results of an examination by a practitioner of the employees' choosing with the cost borne by the employee. If the two examinations differ in their conclusions as to the employees' ability to perform the material and substantial duties of their position then the parties shall appoint a third neutral examiner to conduct an examination whose findings shall be considered final which shall not be appealable under the grievance procedure.

Section 23.6 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 an unpaid leave or disability separation. Such actions may only be appealed through the grievance procedure contained in this contract. The employee shall have the right to return to work following submission of satisfactory evidence of his/her ability to perform the material and substantial duties of his/her position. The Employer shall have the right to have the employee examined by a practitioner of the Employer's choice. If the results of these examinations differ, then the differences shall be subject to the review process of paragraph five of this Article. The right to reinstatement shall last for a period of two years from the date the employee went off on leave. If the employee does not return within that period he/she shall be deemed permanently separated.

Section 23.7 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 that would respond to the questions of an employee's ability to perform the material and substantial duties of his position.

Section 23.8 The Employer agrees to comply with the Americans With Disabilities act and agrees that employees are entitled to the protections and benefits set forth in that Act.

ARTICLE 24 LATERAL TRANSFERS, PROMOTIONS AND PROBATIONARY PERIODS

Section 24.1 When the Employer determines to fill a vacant position, the Employer agrees to fill all vacancies within the bargaining unit by utilizing the eligible or preferred list, where such list exists.

Section 24.2 Selection for a vacant position within the bargaining unit shall be made on the basis of qualifications of the applicants as specified in the position descriptions for the vacant position and the seniority of the applicants. The Employer agrees that if the qualifications are relatively equal, the Employer shall select the most senior employee. If an employee does not

meet the qualifications for a vacant position, the employee may not be considered for the position.

If no current employees appear on the eligibility list, the Director may select from other individuals from outside the agency who are on the eligibility list who are qualified for the position.

Section 24.3 If an eligibility list does not exist, then the vacancy will be posted on the agency bulletin board for a period of seven (7) calendar days. Each vacancy notice will specify the hours, location, rate of pay, department, job duties, and minimum qualifications. Employees within the agency will have the first opportunity to fill such vacant position. The employee wishing to be considered for such vacant position shall do so in writing to the Director during the posting period. A position will be considered vacant when the position is a new position or unoccupied but not when an employee is reclassified to a new or different classification. If a grievance is filed challenging a reclassification of a position in a classification in the bargaining unit, and the reassignment of the incumbent employee, it shall be the responsibility of the Employer to establish that reasons or cause existed to reclassify the position and reassign the incumbent. Only employees in positions in lower classifications in the classification series of the position reclassified may file grievances challenging the reclassification of the position and the reassignment of the incumbent.

Section 24.4 The procedure contained in this Article shall apply to lateral transfers and to promotions. Lateral transfers are transfers from one classification to another classification when both classifications have the same pay range assignment. Promotions shall be where there is movement from one classification to another classification that has a higher pay range assignment. Movement from one position to another position within the same classification shall be construed as reassignment and not subject to the posting and other procedures contained in the Article or other Articles in this Agreement. It shall be the sole authority of the Employer to reassign employees duties within their classification. Reclassification or upgrades of positions occupied by employees shall not be considered vacancies subject to the provisions of this Article.

It is agreed and understood that if an employee transfers to the Hocking County Department of Job and Family Services from any of the following agencies: 1) State or County JFS; 2) Hocking County; and, 3) State or County CSEA, that employee is to be placed in the step in the pay range commensurate with the transferring agency that results in the same rate of pay or to the step that is closest without a decrease in pay. It is the understanding of the parties that the pay ranges and steps of the agreement will not, in most instances, match the pay ranges and steps of the transferring agencies and that employees generally will receive a small pay increase in order to be able to place that employee in a step in the pay ranges in the agreement.

It is further agreed and understood between the parties that when an employee is promoted, either from within the agency or when in conjunction with a transfer from any of the following agencies: 1) State or County JFS; 2) Hocking County; and, 3) State or County CSEA, that such employee will receive at least a four percent (4%) raise off their base rate of pay. That is, when an employee is promoted, the employee shall be placed in the step in the higher pay range that results in at least a 4% pay increase in their BASE rate of pay. For employees who transfer from an outside agency and are promoted at the time they transfer, the calculation for the promotion is

to occur after their initial transfer rate is calculated as set forth above, even if the transferring employee receives, in effect, an increase in their BASE rate at the time of their transfer in addition to the increase received with a promotion.

Section 24.5 Employees shall serve a probationary period upon hire of one hundred eighty (180) days and upon lateral transfer or promotion within the bargaining unit of one hundred twenty (120) days.

Section 24.6 An employee in a probationary period may be removed from his position after notice by the Employer to the employee at any time during probationary period that his performance is unsatisfactory. Such notice shall include the reasons of unsatisfactory performance. Employees serving a promotional or lateral transfer probationary period shall be returned to their founer classification at any time during the probationary period.

Section 24.7 Employees returned to their former classifications shall be notified of the reasons. No probationary period decision may be appealed to the grievance procedure contained in the Agreement.

ARTICLE 25 WORK DAY/WORK WEEK

Section 25.1 This Article is intended to define the hours normally worked by employees in the bargaining unit. A normal work week shall consist of forty (40) hours per week in five (5) consecutive days, or, with prior approval, four (4) consecutive days. The normal core time for the agency is 7:30 a.m. until 6:00 p.m.

The parties agree and understand that the operational needs of the agency has, and may continue to, necessitate changes in the hours of operation of the agency. As such, the hours of work for employees may require modification. Before the hours of employees are to be adjusted, except for periods of less than 60 days or emergencies, the parties will meet and confer to develop schedules to address the operational requirements. The parties will work to develop schedules and work hours of employees to deliver the services of the agency. In the event the parties are unable to develop a schedule, the Employer may institute a schedule and work hours of employees. If an employee(s) disagree with the schedule or work hours assignment(s) they must show that the Employer abused its discretion in establishing the schedule and work hours.

Section 25.2 There shall be two (2) fifteen (15) minute rest periods on each work day. The time represents actual time away from employee's regular duties. The rest periods will be scheduled midway between the time the employee starts the first half of their work day and midway between the second half of their work day to the extent practicable. The fifteen (15) minute break periods may be added to the thirty (30) minute lunch time thus extending lunch to forty-five (45) minutes or one (1) hour. Break periods may not be used to shorten the work day.

Section 25.3 When an employee is ordered to report to work by the Director without prior notice, and the employee reports, the employee shall be paid his/her regular hourly rate for all hours worked for a minimum of four (4) hours. Such minimum shall not apply when the time overlaps into the employee's regular scheduled work hours.

ARTICLE 26 LAYOFF AND RECALL

Section 26.1 The Employer shall determine whether a layoff shall occur, the timing of the layoff, the number of employees to be laid off and in what classifications layoffs will occur. A reduction in the number of hours scheduled in a work week for some or all employees shall not constitute a layoff. Employees may be laid off as a result of a lack of work, lack of funds, or a job abolishment. For purposes of this section, "job abolishment" shall mean the elimination of a bargaining unit position.

Section 26.2 The Employer shall notify the Union, and each affected employee to be laid off, at least fourteen (14) calendar days before the date of layoff. Whenever a reduction in the work force occurs, bargaining unit employees shall be laid off based upon their seniority in the affected classification. For purposes of this Article, classification seniority shall mean the employee's uninterrupted length of continuous service with the Employer calculated from the first date of hire in that classification.

Section 26.3 An employee who is laid off from his classification due to a reduction in the workforce may exercise his seniority to bump an employee with less seniority in the following order: (1) within the classification from which the employee was laid off; (2) within the classification series from which the employee was laid off; and, (3) within a classification the employee held in the last two (2) years (other than a temporary assignment). An employee may only bump once during a layoff. Any employee laid off from his classification may elect to take a direct layoff rather than exercise his bumping rights. Such election shall be made in writing at the time the layoff occurs and shall be final. Employees who wish to pursue their bumping rights shall give written notice of intent to exercise those rights to the Director within ten (10) working days after receipt of the layoff notice. Failure to exercise bumping rights within this period will cause forfeiture of an employee's bumping rights and result in layoff.

Section 26.4 The Employer agrees that it shall not displace employees in classifications of the bargaining unit when employing or sponsoring individuals from federal job training programs. It is understood and agreed that the Employer is not precluded from using individuals from job training programs in units of the agency not involved in the layoff and the Employer is not precluded from utilizing individuals/clients who are earning credits for benefits performing community work, or other non-cash programs.

Section 26.5 An employee laid off shall be placed on a recall list for a period of two (2) years. If there is a recall in either the classification the employee held at the time of layoff, or the classification the employee previously held (other than a temporary assignment) within the previous two (2) years, employees who are still on the recall list shall be recalled in reverse order of their layoff. Employees must meet the minimum qualifications of the available position to be eligible for recall.

Section 26.6 No new employees shall be hired into, or vacant position posted, in a classification in which employees are on layoff.

Section 26.7 Employees who are laid off will receive payment for all unused vacation, compensatory time and/or overtime owed to them.

ARTICLE 27 MISCELLANEOUS

Section 27.1 Headings. It is understood and agreed that the use of headings before articles is for convenience only and that no heading shall be used in the interpretation of said Article nor affect any interpretation of any such Article.

Section 27.2 Inclement Weather. The Employer shall determine an inclement weather day. Employees shall make every effort to report to work. However, if conditions are so hazardous that it is not possible, the employee shall contact his/her immediate supervisor or department head, who must authorize an absence or late arrival. Those who arrive late will not be docked, up to the time approved and designated by the Director. This designation will be made prior to the noon hour of the day designated as inclement. Employees who contact their supervisor or department head, but are unable to get to work, shall receive a normal days pay if the day has been declared an inclement weather day by the Director. The Employer shall determine an inclement weather day, but shall take into consideration local police reports, local weather reports, and governor's office communications concerning weather conditions.

Section 27.3 Educational Leave. Employees required by the Employer to attend work-related classes or scheduling shall not lose time or pay for attending such classes. The Employer will attempt to pay or reimburse employees for conference and/or training fees in advance of such sessions if practicable, otherwise all reimbursements shall be made within thirty (30) days of submission by the employee.

Section 27.4 Lodging and Meal Allowances. When an employee is out of the county on authorized County business, the employee shall be reimbursed at the rate to a maximum of six (\$6.00) dollars for breakfast, nine dollars (\$9.00) lunch and fourteen dollars (\$14.00) dinner meal allowance. Reimbursement for lodging must be pre-approved. The lunch reimbursement will only apply when an employee is out of County for the entire work day. Employees shall be required to submit all receipts for such meal pay or lodging as may be required by the Employer.

It is agreed and understood that employees attending seminars and conferences at hotels which are the "host facility" will be reimbursed for the rate at the host facility if that rate is greater than the reimbursement rate specified in this section.

Section 27.5 Mileage Allowance. When an employee is required to drive his/her personal vehicle to transact county business, he/she shall be reimbursed at the current IRS rate for mileage.

All parking charges and highway tolls related to the use of personal vehicles for County business shall be reimbursed as costs.

Section 27.6 Health And Safety. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working

conditions and working methods for his employees. The employees accept the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions and will attempt to correct any that are found and see that the safety rules and safe working methods are followed by all employees.

Section 27.7 Employees are allowed sufficient time off with pay to take a civil service exam as provided for in Section 123:1-9-01 of the Ohio Administrative Code. The Director shall determine in advance what is to be considered sufficient time off. All requests must be prior approved. Reasonable travel time (to and from) on authorized County business will be considered time worked. Travel time is calculated from the employee's residence or regular place of business, whichever is closer to the travel location. Employees who are out of the County on authorized County business are expected to complete their normal hours of work. Employees who are out of the County on authorized County business, and who work more than their regularly-scheduled workday, may be required or permitted to take flex-time during the week in which the out-of-County travel occurred. The Employer reserves the right to require employees to submit documentation justifying their travel time for County business.

ARTICLE 28 WAIVER IN CASE OF EMERGENCY

Section 28:1 In case of a publicly declared emergency, defined as acts of God, or civil disorder declared by the President of the United States, the Governor of the State of Ohio, the County Commissioners of Hocking County, or the federal or state legislature, the following conditions of this Agreement may be suspended by the Appointing Authority:

- a. Time limits for replies on grievances; and
- b. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 28.2 Upon the termination of the emergency, any grievance which arose out of the suspension of work rules, agreements and practices during the emergency, or where time limits were waived due to the emergency, shall be processed in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 29 PROFESSIONAL LIABILITY INSURANCE

Section 29.1. The parties understand that employees, as agents of the Employer, are protected by the provisions of Revised Code Chapter 2744. The County and the Employer are thereby obligated to defend employees acting within the scope of their employment against lawsuits and actions brought against employees by third parties.

ARTICLE 30 DURATION OF AGREEMENT

Section 30.1 This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Union and except as otherwise noted herein, shall become effective upon ratification by the Union and shall remain in full force and effect until July 31, 2013.

Section 30.2 This Agreement represents the entire Agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer, without any such modification or discontinuance being subject to any grievance or appeal procedure herein contained.

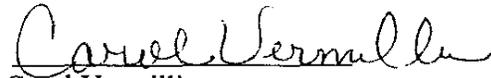
Section 30.3 The Employer and the Union acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 30.4 Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees -that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

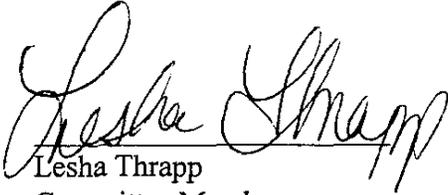
Article 31 EXECUTION

Section 31.1 In WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 1st day of October, 2010.

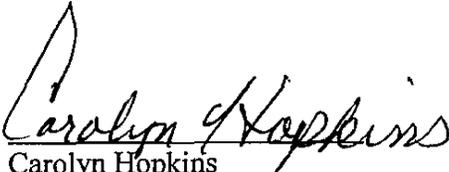
**FOR THE UNION,
AFSCME, OHIO
COUNCIL 8 AND LOCAL 2832**



Carol Vermillion
President Local 2832



Leshia Thrapp
Committee Member

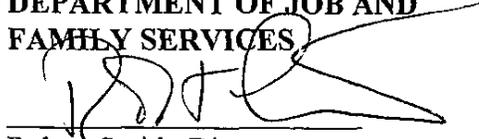


Carolyn Hopkins
Committee Member



Eric Boyd
AFSCME Ohio Council 8
Staff Representative

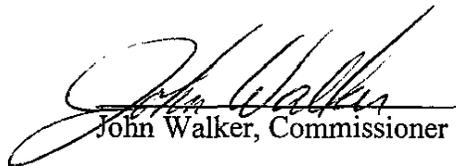
**FOR THE HOCKING COUNTY
DEPARTMENT OF JOB AND
FAMILY SERVICES**



Robert Smith, Director
Hocking County Department of
Job and Family Services

APPROVED:

**HOCKING COUNTY BOARD
OF COUNTY COMMISSIONERS**



John Walker, Commissioner

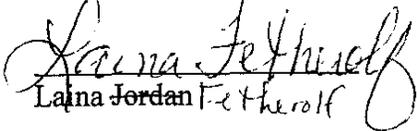


Sandra Ogle, Commissioner



Greg Green, Commissioner

APPROVED AS TO FORM:



Laina Jordan Fetherolf

APPENDIX A
CLASSIFICATION AND PAY RANGE ASSIGNMENTS

<u>Classification Title</u>	
<u>Pay Range</u>	
Account Clerk 1	8
Account Clerk 2	10
Elig/Referral Specialist 1	10
Elig/Referral Specialist 2	12
Unit Support Worker 1	4
Unit Support Worker 2	6
Investigator 1 FRAUD ONLY	8
Investigator 2 FRAUD ONLY	10
Child Support Case Manager	10
Public Inquires Assistant	7
Social Service Worker 1	8
Social Service Worker 2	10
Clerical Specialist 2	4
Clerical Specialist 3	7
Program Specialist	29
Teacher	29

Appendix B

Effective First Full Pay Period in August, 2010

<u>PAY</u> <u>RANGE</u>	<u>STEPS</u>							
	1	2	3	4	5	6	7	8
4	11.57	11.95	12.34	12.76	13.19	13.75	0.00	0.00
5	12.65	13.09	13.55	14.01	14.36	14.96	0.00	0.00
6	12.10	12.54	13.00	13.43	13.88	14.46	0.00	0.00
7	12.33	12.75	13.17	13.65	14.10	14.51	15.06	0.00
8	13.00	13.43	13.88	14.31	14.73	15.20	15.81	0.00
10	13.67	14.12	14.52	14.96	15.44	15.95	16.58	17.21
12	14.51	14.96	15.44	15.95	16.58	17.18	17.87	18.61
29	15.44	15.95	16.58	17.18	17.87	18.72	19.58	20.32

Effective First Full Pay Period in August, 2011

<u>PAY</u> <u>RANGE</u>	<u>STEPS</u>							
	1	2	3	4	5	6	7	8
4								
5								
6								
7								
8								
10								
12								
29								

Effective First Full Pay Period in August, 2012

<u>PAY</u> <u>RANGE</u>	<u>STEPS</u>							
	1	2	3	4	5	6	7	8
4								
5								
6								
7								
8								
10								
12								
29								

2011 AND 2012 DEPEND ON RESULT OF WAGE -REOPENER