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**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**TRUMBULL COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**  
**AND**  
**AFSCME, OHIO COUNCIL 8, LOCAL #458**

**Effective November 1, 2011**  
**through July 31, 2014**

## TABLE OF CONTENTS

	<u>Page</u>
Preamble _____	4
Article 1 Union Rights _____	4
Article 2 Management Rights _____	4
Article 3 Non-Discrimination _____	5
Article 4 Union Recognition _____	6
Article 5 Bulletin Boards _____	7
Article 6 Union Security _____	8
Article 7 Union Representation _____	10
Article 8 Union Leave _____	11
Article 9 Probationary Periods _____	12
Article 10 Temporary Transfers _____	13
Article 11 Seniority _____	13
Article 12 Bidding And Posting _____	14
Article 13 Layoff And Recall _____	17
Article 14 Hours Of Work/Overtime _____	19
Article 15 Equalization Of Overtime _____	19
Article 16 Sick Leave/Personal Leave _____	20
Article 17 Leave of Absence _____	25
Article 18 Disability Leave/Disability Separation _____	26
Article 19 Disciplinary Procedures _____	27
Article 20 Grievance Procedure _____	29
Article 21 Job Descriptions/Job Audits/Classification Specifications _____	32
Article 22 Health And Safety _____	33
Article 23 Severability _____	34
Article 24 Negotiations _____	34
Article 25 Contracting Out _____	35
Article 26 Jury Duty And Witness Pay _____	35
Article 27 Mileage _____	35
Article 28 Health Insurance/Hospitalization _____	36
Article 29 Retirement _____	39

## TABLE OF CONTENTS

	<u>Page</u>
Article 30 Life Insurance _____	39
Article 31 Seniority Credit _____	40
Article 32 Security _____	40
Article 33 Supervisory Work _____	40
Article 34 Rules And Schedules _____	40
Article 35 Vacation Leave _____	41
Article 36 Waiver In Case Of Emergency _____	41
Article 37 Holidays _____	42
Article 38 Application Of State Civil Service Law _____	43
Article 39 Labor/Management Meetings _____	43
Article 40 No Strike/No Lockout _____	44
Article 41 Wages _____	44
Article 42 Random Drug Testing _____	46
Article 43 Successor _____	46
Article 44 P.E.O.P.L.E, Contribution _____	46
Article 45 Duration _____	47
Signature Page _____	48
Appendix A Bargaining Unit Classifications & Corresponding Pay Ranges _____	49
Appendix B Official Grievance Form _____	50
Appendix C Interview Grid _____	51
Appendix E Arbitrator List _____	53
Letter of Understanding #1 _____	54
Letter of Understanding #2 _____	55
Trumbull County Job & Family Services Drug and Alcohol Use Policy _____	56

## PREAMBLE

This agreement, made and entered into by and between the Trumbull Board of County Commissioners, hereinafter referred to as the "Commissioners", on behalf of the Trumbull County Department of Job and Family Services, hereinafter referred to as the "Employer", and Local #458, and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the following:

1. To achieve and maintain a satisfactory and stabilized Employer-employee relationship and to promote the highest quality of work performance.
2. To provide for the peaceful and equitable adjustment of differences which may arise.
3. To attract and retain qualified employees.
4. To assure the effectiveness of service by providing an opportunity for employees through their duly designated representatives to exchange views and opinions on policies and procedures affecting the condition of their employment.
5. To ensure the right of every employee to fair and impartial treatment.

The male pronoun or adjective where used in this agreement refers to the female also unless otherwise indicated. The term "employee" or "employees" where used in this agreement refers to all employees in the bargaining unit.

## ARTICLE 1 UNION RIGHTS

As part of its recognition of the Union as bargaining agent for employees identified in this agreement as members of the bargaining unit, the Employer agrees not to interfere with the lawful activities of the Union in its organization efforts, its operation, or its administration of this agreement, provided that such activities do not conflict with the terms and conditions of this agreement.

## ARTICLE 2 MANAGEMENT RIGHTS

Subject to the terms and conditions of this agreement, the Union shall recognize the rights and authority of the Employer to administer the business of the Trumbull County Department of Job and Family Services, and in addition to other functions and responsibilities which are required by law, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Department, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to the following:

1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand for just cause, suspend for just cause, discharge or discipline for just cause.
2. To manage and determine the location, type and number of physical facilities, equipment programs, and the work to be performed.
3. To determine the Department's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.
4. To determine the size and composition of the work force and the Employer's organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds.
5. To determine the hours of work, work schedules, and to establish the necessary work rules for all employees.
6. To determine when a job vacancy exists; the duties to be included in all job classifications will be assessed and the standards of quality and performance to be maintained will be reviewed. After the assessment, a determination will be made on the existence of a vacancy. However, after management determines that a job vacancy exists, they will not arbitrarily abolish positions or refuse to fill positions in order to avoid promotional vacancies.
7. To maintain the security of records and other pertinent information.
8. To determine and implement necessary actions in emergency situations.

### **ARTICLE 3** **NON-DISCRIMINATION**

Section 1. The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination to age, sex, disability, marital status, race, color, Union or non-Union status, religion, national origin, political opinions or affiliation, or sexual orientation. The Union shall share equally the responsibility for applying this provision of the agreement.

Section 2. No organization shall solicit membership on work time.

Section 3. The Employer hereby agrees to assure the right of every employee to fair and impartial treatment.

**ARTICLE 4**  
**UNION RECOGNITION**

Section 1. The Employer recognized the Union as the sole and exclusive representative for the purpose of negotiating wages, hours, fringe benefits, and other terms and conditions of employment for those employees of the Employer in the bargaining unit. Wherever used in this in this agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time and who are employed in the following classifications:

Account Clerk 2	Maintenance Repair Worker
Clerical Specialist 1	Mgt. Info Systems Spec 1
Clerical Specialist 3	Case Control Reviewer
Data Control Technician	Security Officer
Eligibility Referral Specialist 1	Social Service Worker 2
Eligibility Referral Specialist 2	Social Service Worker 3
Investigator 3	Unit Support Worker 2

Section 2. The following positions and classifications shall be excluded from the bargaining unit:

Administrative Assistant	Fiscal Sup Officer 1
Attorney	Human Resource Assistant
Case Mgr/Investigator Sup I	Human Resource Officer
Clerical Specialist 4	Human Resource Administrator
Clerical Supervisor	Maintenance Repair Sup
County Job & Family Services Admin	Mgt. Info Systems Spec 2
Contract Evaluator	Mgt. Info Systems Sup
Eligibility Referral Specialist Sup 1	Program Administrator
Eligibility Referral Specialist Sup 2	Social Service Sup 1
Fiscal Specialist	Training Officer I

Section 3. If a new job classification is established which has not previously been included or excluded from the bargaining unit, the parties shall meet for the purpose of negotiating its inclusion or exclusion, except that management, confidential, fiduciary, supervisory, temporary, casual, and seasonal service shall not be included in the bargaining unit.

**ARTICLE 5**  
**BULLETIN BOARDS**

Section 1.

- A. The Department of Jobs and Family Services agrees to provide bulletin board spaces at the current site for use by the union only. The union agrees to pay for the cost of the union bulletin boards.
  
- B. All union notices which appear on the bulletin boards shall be posted and removed by the highest ranking union official or his/her designee in the bargaining unit during non-work times and shall relate to items of interest to the members. Union notices related to the following matters may be posted without the necessity of receiving the employer's prior approval:
  - 1. Union recreational and social affairs;
  - 2. Notice of Union meetings;
  - 3. Union appointments;
  - 4. Notice of union elections
  - 5. Results of Union elections
  - 6. Reports of non-political standing committees and independent non-political arms of the union
  - 7. Publications, rulings, or policies of the union
  - 8. Union elections materials
  
- C. All other notices of any kind not covered by 1 through 8 above must receive prior approval of the employer or his designated representative. It is also understood that no material may be posted on the bulletin boards at any time which contains the following:
  - 1. Personal attacks upon any other member or any other employee
  - 2. Scandalous, scurrilous, or derogatory attacks upon the administration or County officials;
  - 3. Attacks on any other employee organization;
  - 4. Attacks on and/or favorable comments regarding a candidate for public office.

**ARTICLE 6**  
**UNION SECURITY**

Section 1. The Employer and the Union agree that membership in the Union is available to all employees occupying classifications as has been determined by this agreement appropriately within the bargaining unit from the time of their hire.

Section 2. The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee eligible for membership in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer. Upon receipt of the proper authorization, the Employer will request the Auditor to deduct Union dues from the payroll check for the pay period following the pay period in which the authorization was received by the Employer.

Management agrees to provide the Union with a monthly list of additions and deletions.

Section 3. All new employees hired on or after January 1, 1985, who do not become members within sixty (60) days following the beginning of employment, shall be required to pay a fair share fee as a condition of continued employment. The fair share fee shall be established to cover the employee's pro-rata share of: 1) the direct costs incurred by the Union in negotiating and administering this agreement and of settling grievances and disputes arising under this agreement; and 2) the Union's expenses incurred for activities normally and reasonably employed to effectuate its duties as the exclusive representative of the employees in the bargaining unit covered by this agreement. Fair share fees shall be deducted and remitted during the same period as dues, provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The deduction of fair share fee is automatic and does not require authorization by the employee, as outlined in Chapter 4117 of the Revised Code. All current employees, who are members of the Union on the date of execution of this agreement, who thereafter withdraw from membership, shall be subject to the fair share fee provision as provided for in this article.

Section 4. Prior to the effective date of this agreement and the anniversary date of each succeeding year for the term of this agreement, the Union shall certify the proportionate amount of its total dues and fair share fees that were spent on activities that could not be charged to the fees of the non-members during the preceding year. The amount of fair share fee required to be paid by each non-member employee in the unit during the succeeding year shall be the amount of the regular dues paid by employees in the unit who are members of the Union, less each non-member's proportionate share of the amount of the Union's dues and fees spent on activities not chargeable to such fees in the prior year.

All employees, who are members of the bargaining unit effective July 31, 2004, including those hired prior to January 1, 1985 and whom are not a member of the Union, shall be subject to the fair share provision(s) as provided for in this article.

Section 5. In the event that any employee who is required to pay a fair share fee to the Union objects to the propriety of the Union's use of such fee, the entire amount of the objecting employee's fee shall be placed by the Employer in an interest bearing escrow account, pending the exhaustion of the Union's internal rebate procedure and any determination by the State Employment Relations Board, pursuant to the provisions of ORC 4117.09 (C).

Section 6. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, specifically deduction of Union Dues, and fair share fees, or the requirement of current employees in bargaining unit positions to either to join the Union or to pay fair share fees. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The Union further agrees that it shall defend and indemnify Trumbull County, Trumbull County Department of Job and Family Services, its Director, the Commissioners, their officers, members, agents and assignees, in both their individual and official capacities, and hold them harmless against any and all claims, demands, suits or other forms of liability, including legal fees and expenses that may arise out of, or by reason of, the action taken for the purposes of complying with any provision of this Article. The Employer shall control any appointments of legal counsel.

Section 7. The Employer shall be relieved from making such individual "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) revocation of the check-off authorization in accordance with its terms or with applicable law.

Section 8. The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 9. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction will normally be made by deducting the proper amount. Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 10. The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deduction.

Section 11. Deductions provided for in this article shall be made during one (1) pay period each month. In the event a deduction is not made for any Union member during a particular month, the Employer, upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) month's regular

dues from the pay of any Union member. The Employer will not deduct more than one (1) month's regular dues for more than one (1) consecutive month.

Section 12. Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this agreement, unless the eligible employee certifies in writing by certified mail to the Employer and the Local Union that the dues check-off authorization has been revoked, at which point the dues deduction will cease to be effective the pay period following the pay period in which the written dues deduction revocation was received by the Employer.

All dues deductions, at the Employer's option, upon written notice by certified mail to the Union, may be cancelled upon the termination date of this agreement.

## **ARTICLE 7**

### **UNION REPRESENTATION**

Section 1. The Union shall submit in writing to the Employer a list specifying the names, addresses, and home telephone numbers of any bargaining unit employee(s) designated to act as Union representatives for the purpose of processing grievances as defined in the grievance procedure contained herein. Persons authorized to act as Union representatives shall be the President of the Local or his designee and/or the stewards or alternate stewards of the Local. The Union shall also submit a list of those employees elected as officers and/or members of the grievance review committee of the Local. These lists shall be kept current at all times, and any changes shall be submitted in writing. Failure of the Union to comply with the provisions of this section will result in refusal by the Employer to recognize an employee's authority to act in the capacity of any such representative.

Section 2. Designated Union Representatives and employees must notify their supervisors of their intent to meet and the whereabouts of that meeting. The Union Representatives and employees shall meet for a reasonable time period that will not interfere with the needs of the agency.

Designated stewards shall be allowed one (1) hour per grievance for the purpose of writing and investigating such grievances. The one (1) hour time period shall normally occur at the end of the work day (i.e., one [1] hour prior to the earliest quitting time of the individuals involved) unless other arrangements are approved by the applicable supervisors involved. Up to four (4) designated members of a grievance review committee shall be allowed twenty (20) minutes, per grievance, for the purpose of evaluating the continuation of the grievance. All reasonable requests for information and material by Union officials shall be complied with by the Director or his designee, except for confidential information. The Employer further agrees to fully cooperate with the Union in the investigation of grievances.

Grievance hearings, labor/management meetings, and negotiations shall be scheduled by mutual agreement of both parties. If any of these meetings are scheduled during an employee's regular

duty hours, the employee, Union representative, and necessary witnesses (to the extent of time that the witnesses are needed for testimony) shall not suffer any loss of pay while attending the proceeding.

Section 3. A bargaining unit member who is the claimant in unemployment or workers' compensation hearing shall suffer no loss of pay for appearing at such hearing, if the hearing is the result of the Employer contesting the claim. Union representatives shall use Union leave in accordance with Article 7 for attendance.

Section 4. Union representatives under this article shall not interfere, interrupt, or disrupt the normal work of the Department, nor carry on any other activities during working hours except as authorized in this article. Abuse of time permitted pursuant to this article may result in disciplinary action in accordance with Article 18 of this agreement.

Section 5. A list of accredited AFSCME, Ohio Council 8, AFL-CIO representatives will be furnished to the Employer upon the signing of this agreement and thereafter as changes take place in said list. The Employer agrees that two (2) such representatives shall be admitted to the Agency for the purposes of grievance and contract administration investigation and meetings as they arise. Such activities shall not interfere with the normal work duties of employees except to the extent authorized in advance by the Employer. Said representatives shall immediately contact the Director's office upon arrival.

## **ARTICLE 8** **UNION LEAVE**

Section 1. Union officials shall be granted an aggregate of six (6) paid days per calendar year to attend Union functions, meetings, or conventions. This leave is for any and all officials not per Union official. Such time shall be granted provided reasonable advance notice is given to the Employer by the Union President or his/her designee, and shall not suffer reduction in accrual of compensable benefits as a result of said leave. A Union official may opt to use his vacation, compensatory time, or personal time or a combination of any of the above for purposes of Union Leave pursuant to this Article.

No more than four (4) employees shall be granted Union leave at one time.

**ARTICLE 9**  
**PROBATIONARY PERIODS**

Section 1. Every newly hired full-time employee of the bargaining unit shall be required to successfully complete a nine (9) month probationary period. The probationary period shall begin on the first day the employee enters the position.

Every promoted full-time employee of the bargaining unit shall be required to successfully complete a six (6) month probation period except for those employees who are promoted to positions in pay range 27 and above, will serve a nine (9) month probation period.

In the event the employer believes an extension of the probationary period is necessary for an employee, Management shall notify the Union of the extension.

Section 2. Newly hired employees may join the Union and file grievances from the time of their hire; however no grievance or appeal may be filed for reasons of discharge from employment during the new hire's probationary period.

Section 3. Moves within a classification, or demotions, where job duties are distinct, will require a probationary period of six (6) months. At the midpoint in the probationary period, supervisor will give the employee an evaluation on their performance. The employee being evaluated shall have the right to request a union officer to be present.

Section 4. Probationary and annual evaluations shall not be subject to the grievance procedure.

Section 5. Actual work days, as used herein, shall be deemed to include paid holidays as defined within this agreement and approved sick leave usage of twenty-four (24) hours or less.

Section 6. Every probationary employee shall receive a mid-point evaluation from their supervisor indicating their performance on the job at that time.

Section 7. The employer will effectively train each probationary employee during this period so they are equipped to perform the duties of the position.

Section 8. Upon successful completion of the probationary period, every employee will receive a one time lump sum bonus equivalent to the difference of the entry rate of pay and the end probationary rate of pay for their position equal to the time they have served on probation.

**ARTICLE 10**  
**TEMPORARY TRANSFERS**

Section 1. Any employee within the bargaining unit who is temporarily assigned the duties of a position in a higher pay range than the employees own shall receive the rate for the higher classification that grants an increase, or his existing rate of pay, whichever is greater. This pay adjustment shall in no way affect any other pay supplement which shall be calculated using the employee's normal classification salary base.

Section 2. This working level adjustment shall be for a continuous period in excess of at least one (1) week, but no more than ten (10) weeks. This supplement shall be granted no more than once in any one (1) year period, which will begin with the effective date of the supplement.

Section 3. A lateral temporary transfer by the Employer will not exceed ninety (90) days, unless the Employer, employee and Union agree otherwise.

**ARTICLE 11**  
**SENIORITY**

Section 1. "Agency Seniority" shall be defined as the length of continuous service calculated from the last hiring date or re-employment following a break in service.

Section 2. "Classification Seniority" shall be defined as the total length of service in a classification for which the employee has successfully completed the required probationary period during the time of continuous agency seniority. An employee may accumulate seniority in one classification at a time (i.e., their permanent classification). An employee who is transferred or promoted from one classification to another shall, upon successful completion of the applicable probationary period, be placed upon the seniority list in accordance with his/her accumulated agency seniority.

Section 3. Employees shall lose all seniority and employment rights upon any of the following:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff in excess of twenty-four (24) months;
- D. Failure to return to work within three (3) days of recall from layoff unless the failure to return within such three (3) days is not within control of the employee, or within such three (3) days the Employer agrees to an alternate date for the employee to return to work;
- E. Failure to return to work upon expiration of a leave of absence;

- F. Absence of three (3) or more consecutive work days without calling in;
- G. Absence of three (3) or more consecutive work days without reasonable excuse;
- H. Resignation from employment with the Department; or
- I. Absence from employment due to an unpaid leave of absence for a period of two (2) or more years for any cause, except military leave of absence.

Section 4. Employees shall continue to accrue seniority during the following:

- A. Absence while on approved unpaid leave not exceeding two (2) years.
- B. Military leave of absence;
- C. Layoff not to exceed twenty-four (24) months;
- D. Disability retirement not exceeding two (2) years.

Section 5. The Employer shall update agency seniority lists semi-annually and provide a copy to the Union.

Section 6. An individual who promotes or transfers outside of the bargaining unit shall lose one year of classification seniority for every year they have been in a position outside of this bargaining unit. Example: An employee who bids and is awarded a supervisory position and had seven (7) years of classification seniority within the bargaining unit and has held the supervisor job for three (3) years has a total of four (4) years of classification seniority left. When that employee has lost all classification seniority based on the time they have been out of the bargaining unit, then he shall have no bumping rights back into this Union in the event of a lay off, job abolishment, transfer or demotion.

An employee who has never been a member of this bargaining unit and has no classification seniority in this unit, shall not have the right to bump into any bargaining unit positions in the event of a layoff, job abolishment, transfer or demotion.

## **ARTICLE 12**

### **BIDDING AND POSTING**

Section 1. Whenever the Employer determines that a vacancy exists within the bargaining unit, and such a position is not filled through recall from a layoff list, a notice of such vacancy shall be posted on the Personnel Bulletin Board located on the Agency's Inner web for a period of five (5) consecutive work days, not including the date of posting. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the

Employer. The word “anyone” is hereby defined as “anyone in the bargaining unit“. The Employer shall not be obligated to consider applications submitted after the five (5) day period has expired, or who do not meet the minimum job related qualifications for the job. Union leadership (President or designee) shall receive copy of all job postings.

No part-time, seasonal, intermittent or summer intern employed by the Trumbull County Department of Job and Family Services, and not part of the bargaining unit for employees as described in Article 4 Union Recognition, shall be allowed to apply for any bargaining unit position until, at a minimum, the five (5) day posting period described in this Article has expired.

If a full-time, non-bargaining unit employee for a documented extenuating circumstances (i.e.: health problem) would request to apply for a vacant position that is covered under this collective bargaining agreement, the leadership of the Union (President and Chief Steward) would be consulted before any recommendation would be made. The circumstances for any such request would have to be well documented.

If a full-time non-bargaining unit employee is selected and does return to the bargaining unit that person will have classification seniority equal to their previous classification seniority minus one (1) year lost for every year out of the bargaining unit. If that person has no classification seniority left, or has never been a member of the bargaining unit, that person will enter as the least senior person in that classification.

Postings shall contain the classification title, rate of pay, minimum education and experience qualifications required for the vacant position, and a brief summary of job duties. Questions regarding the content and responsibilities of a job shall be posed in writing to the supervisor and/or department head prior to the submission of the written application for the position. All responses to the employee shall be in writing to the employee before the posting period lapses.

Section 2. Applicants meeting the minimum qualifications and demonstrated abilities shall be interviewed. A point system has been developed to score each applicant using the following criteria and points and is attached to this agreement in Appendix C.

- 1) Education and Training - 10 points**
- 2) Seniority - 20 points**
- 3) Attendance - 10 points**
- 4) Active Discipline - 10 points**
- 5) Experience and Demonstrated Abilities - 30 points**
- 6) Position Specific Criteria - 20 points**

The applicant who scores the highest will be awarded the position. If two (2) or more applicant's scores are equal, the position will be awarded to the most senior employee. In the event there are two (2) or more employees who have equal scores and seniority, the position will be awarded in the following manner:

In the presence of the Union President, or his designee, and one (1) other Union official, and the Director of the Agency, or his designee, and one (1) other management representative, the names of all employees determined to be substantially equal and who share equal agency seniority shall be placed in a container, and the name of the person to be awarded the position shall be drawn from the container by the Agency Director.

Section 3. All applications timely filed shall be reviewed by the Employer and the job shall be awarded and filled within forty-five (45) days from the final date of the posting. After the position is awarded, the name of the individual selected shall be posted or a notice posted that no one was selected. Those employees who bid and were not selected may request a meeting with the selecting supervisor to discuss why they were not selected. Additionally, upon request, an applicant who is not selected will be given written notification as to the reasons for non-selection and recommended remedial steps, if any, to improve his qualifications for advancement. The employee may also request a copy of the grid and scores for the selected candidates. In any case, the selection shall not be a grievable issue.

Section 4. An employee who is promoted as a result of a job posting may not bid on another position for a period of one (1) year from the date the employee assumes the position. Any employee who is voluntarily or involuntarily reduced (including probationary reduction) or laterally transferred, or experiences a lateral class change as a result of job bidding, shall be required to stay in such position for a period of one (1) year.

Newly hired employees may not bid until they have completed one (1) year of service in the bargaining unit.

“One (1) year of service”, as used herein, means twelve (12) months of active service; extended absences of four (4) weeks or more, paid or unpaid (exclusive of vacation), shall not be deemed active service.

Section 5. An employee selected shall be considered to have qualified for the position when he satisfactorily performs the required duties with no more supervision than is required by other qualified employees in the same or similar positions, and when his record of quality and quantity of work meets the standards established by the Employer, and when he has completed the probationary period in accordance with Article 8. Each promoted employee shall be evaluated during his probationary period. The evaluation will occur at the approximate mid-point of the probationary period. The probationary period shall start on the first day that the employee permanently is assigned the duties of the new position.

Section 6. Should an employee fail to successfully complete his probationary period, he shall be returned to his previous position if vacant; if not, he may exercise his contractual rights as defined in Article 13, as if he had been laid off from the classification to which he had bid. Vacancies resulting from the failure of any probationary period may be filled from the list of eligible applicants from the original posting.

**ARTICLE 13**  
**LAYOFF AND RECALL**

Section 1. Whenever the Employer determines that a layoff is necessary in any classification, the Employer shall notify the affected employees at least ten (10) days in advance of the date of layoff or job abolishment.

Section 2. When the Employer determines that a layoff is necessary, the Employer and the Union shall meet to discuss the reasons for such layoff, and to explore all possible means by which the affected employees could be retained.

Section 3. The Employer shall determine in which classification(s) and which work section(s) layoff or job abolishment will occur. Within each classification affected displacement shall occur in the following order:

- A. Part-time employees;
- B. New hires who have not completed the probationary period;
- C. Promoted employees who have not completed the probationary period;
- D. Employees who have completed the probationary period.

The order of layoff in each of the above categories shall be determined by least Agency seniority.

Section 4. Within five (5) days of notice of layoff, permanent, full-time employees who are to be placed on layoff may apply their agency seniority to bump into any classification in which they hold classification seniority, or any equal or lower classification in the same classification series. However, an employee may not bump into a higher classification where such employee had active discipline of record for reasons of job performance at the time the employee left the position in the higher classification. Within the classification affected, displacement shall occur in the following order:

- A. Any vacant position which has not been filled;
- B. Any vacant position which has been awarded, but the employee has not moved into the position;
- C. New hires who have not completed the probationary period;
- D. Promoted employees who have not completed the probationary period;
- E. The least senior non-probationary employee, if applicable, based upon agency seniority.

Notwithstanding the provisions above, if at the time of layoff of any employee(s) there are any unfilled positions which have not been declared vacant, but which the Employer may be interested in filling, the Employer and the Union will meet to discuss the possibility of filling such position with laid off or displaced employees.

Section 5. If a displaced employee is working in a lower pay grade because of a bid, recall or bumping, he shall remain on the recall list in his displaced classification for a period not to exceed twenty-four (24) months in accordance with Section 10 of this article.

Section 6. Employees who are placed on layoff may request to receive payment for earned but unused vacation benefits. Such payment shall be made within thirty (30) days of the request.

Section 7. Employees on layoff will be given a fourteen (14) calendar day notice of recall by certified mail to their last known address as shown on Employers payroll records. Recall from layoff will be made in reverse order of layoff, that is, the last employee placed on layoff from a classification shall be the first to be recalled. Employees who refuse recall to a classification from which they have been laid off shall lose seniority and recall rights. Employees who fail to return to work within three (3) days of the date of recall shall lose seniority and employment rights in accordance with Article 11, Seniority.

Section 8. Positions vacated within affected classification(s) will only be filled through recall of a laid off employee in the same classification or a laid off employee who holds classification seniority until:

- A. such time as all employees on the existing layoff list for the affected classification(s) have been afforded the opportunity to recall as specified in this article, Section 7; or
- B. until such time as the layoff list for the affected classification(s) expires pursuant to Section 10 of this article.

Section 9. When layoff in a classification becomes necessary and one or more employees in the affected classification desire to be placed on voluntary layoff regardless of their Agency seniority status, layoff shall be granted based upon the following:

- A. The volunteer with the most Agency seniority shall be placed on layoff first.
- B. Employees who are placed on voluntary layoff may not displace employees in any classification.
- C. Employees who are placed on voluntary layoff may only be recalled to vacancies which occur in the classification in which they were placed on layoff, or to a vacancy in a classification in which they hold classification seniority.
- D. Employees who are placed on voluntary layoff and refuse recall to a classification which they hold shall lose seniority in that classification in accordance with Section 7 above.

Section 10. Layoff recall lists shall remain in effect for a period not to exceed twenty-four (24) months.

Section 11. Notwithstanding the provisions set forth in Article 14, an employee who has been placed on layoff shall have the right to bid on any posted position for which he/she meets the minimum qualifications, regardless of his/her bidding status at the time of layoff.

#### **ARTICLE 14** **HOURS OF WORK/OVERTIME**

Section 1. The standard work week for all employees of the bargaining unit shall be forty (40) hours, inclusive of a sixty (60) minute paid lunch period daily. Employees shall also be allotted two (2) fifteen (15) minute breaks (one [1] in the morning and one [1] in the afternoon). The standard work week shall commence at 12:01 a.m. on Monday of each calendar week and ending at 12:00 midnight on the following Sunday.

Section 2. Employees shall be compensated at the rate of one and one-half (1 1/2) times the regular rate of pay for all hours worked in excess of forty (40) in any one work week. Hours worked shall be deemed to include paid holiday time, paid vacation, and personal time.

#### **ARTICLE 15** **EQUALIZATION OF OVERTIME**

Section 1. The Employer shall be the sole judge of the necessity for overtime inclusive of the department(s), work units, classification(s), and/or positions wherein it is needed. Work unit is defined as a unit of bargaining unit employees supervised by a non-bargaining unit employee as reflected on the Employer's official table of organization.

Section 2. Employees within the applicable department, work unit, classification, or position within specific programs or functional areas, will be afforded the opportunity to perform overtime work on a voluntary basis first, in order of most Agency seniority, commencing with the most senior and on a rotating basis. When determining overtime by position, all employees in a classification within the specific program or functional area shall be rotated. Decline of such voluntary overtime will result in the employee's name being placed on the bottom of the list. Overtime equalization lists will be developed by work unit and classification.

Section 3. If a sufficient number of employees do not volunteer to work the overtime as outlined in Section 2 of this article, the Employer retains the right to mandate overtime. Such mandatory overtime assignments shall normally be on a rotating basis, in reverse order of Agency seniority. Notwithstanding the provisions of this Section 3, individual employees may be required by the Employer to perform overtime work within their own work load prior to any other mandatory rotation or assignment.

Reasonable requests to be excused from mandatory overtime shall be considered by the Employer. Employees excused from mandatory overtime shall have their name placed at the bottom of the overtime list as if those excused hours had been worked. The Employer shall equalize mandatory overtime in the same manner as voluntary overtime.

## **ARTICLE 16**

### **SICK LEAVE/PERSONAL LEAVE**

Section 1. Sick Leave Accumulation. Each employee shall be eligible to accumulate fifteen (15) days of sick leave per calendar year. Such leave shall be earned at a rate of 4.6 hours per bi weekly pay period in active pay status (.057 hours per hour in active pay status). Sick leave accrual shall be unlimited.

Section 2. Each employee will receive a total of four days personal days each year to be awarded as two (2) on January 1, two (2) on July 1, of each year.

Section 3. Use of Personal Days. Personal days may be used in increments of not less than one-half (1/2) hour. Except in cases of emergency or extenuating circumstances, requests for use of personal time off shall be scheduled and approved at least twenty-four (24) hours in advance.

Section 4. Conversion of Personal Days. Employees shall be given the opportunity to carry over up to sixteen (16) hours of personal time into the next year. Any other unused personal time as of December 31 of each year shall automatically be converted to sick leave at full value.

Section 5. Use of Sick Leave.

- A. Sick leave shall be charged in minimum units of one-half (1/2) hour. An employee shall be charged for sick leave or personal time only for days upon which he would otherwise have been scheduled to work. Sick leave or personal time payment shall not exceed the normal scheduled work day or work week earnings.
- B. An employee who is serving his initial hire probationary period, as defined in Article 9, Section 1, may at the sole discretion of the Employer be advanced up to eight (8) hours of sick leave. Said leave may be granted and used only for the purposes defined in Section 6 (A) (2) and Section 7 of this Article. In the event the probationary employee fails to successfully complete his individual probationary period and has not earned the amount of leave that may have been advanced, or the employee leaves the department and has no accumulated but unused sick leave to his credit, the cost (hourly rate of pay) of the advanced leave shall be reimbursed to the Employer by the employee. The reimbursement amount may be accomplished through an automatic payroll deduction from the employee's final paycheck or through a direct cash payment to the Employer.

33  
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33

Section 6. Uses of Sick Leave

- A. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:
1. Illness or injury of the employee or a member of his immediate family.
  2. Death of a member of his immediate family (sick leave usage limited to a maximum of five [5] working days).
  3. Medical, dental or optical examinations or treatment of employee or a member of his immediate family, which requires the employee.
  4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when through exposure to a contagious disease the presence of the employee at his job would jeopardize the health of others.
  5. Pregnancy, childbirth, adoption and other conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during the post-natal period.
- B. Definition of immediate family: Grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, stepchild, grandchild, a legal guardian, foster parent, other person who stands in place of a parent (loco parentis), or a person for whom the employee stands as a legal guardian or in place of a parent (en loco parentis).

Section 7. Evidence Required for Sick Leave Usage. The employee shall furnish the Employer a standard written, signed statement to substantiate the use of sick leave. Such statement must be approved by the Employer to authorize sick leave payment. Falsification of either a written signed statement or physician's certificate shall be grounds for disciplinary action, including dismissal.

Section 8. Notification by Employee. When an employee is unable to report to work, on the first day of absence, he/she shall report off work via the agency's call off line: (330) 675-2000, at least one-half (1/2) hour prior to the time he/she is scheduled to report to work.

On the second consecutive day of absence and each day thereafter, the employee shall notify his/her immediate supervisor no sooner than one-half (1/2) hour before or one half (1/2) hour later than their scheduled start time. Again, if employee is unable to speak to the immediate supervisor, the employee must follow the chain of command until such time that he/she reports off directly to a person unless the employee has made other reporting arrangements with his/her immediate supervisor.

Section 9. Abuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.

Section 10. Physician Statement. If medical attention is required, the employee shall be required to furnish a statement from a medical practitioner or certified counselor notifying the Employer that the employee was unable to perform his/her duties. Where sick leave is required to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, or in the case of childbirth and other conditions related thereto of a spouse, during the post-natal period.

Section 11. Physician Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, leave without pay, or disability separation. The cost of such examination shall be paid by the County. Employees required to submit to a physical/psychological examination pursuant to this section shall be afforded to select the name of one (1) of two (2) physicians supplied by the Employer, subject to the availability of qualified physicians.

Section 12. Expiration of Sick Leave. If illness or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a disability leave of absence without pay, a disability separation, or Family and Medical Leave in accordance with provisions set forth in this agreement and applicable personnel policies.

Section 13. Bereavement Leave. Effective upon execution of this agreement, an employee shall be entitled to up to three (3) days of bereavement leave with pay, separate and apart from sick leave, in the event of the death of nieces, nephews, aunts, uncles, grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, stepchild, grandchild, a legal guardian, foster parent, other person who stands in place of a parent (loco parentis), or a person for whom the employee stands as a legal guardian or in place of a parent (en loco parentis). Where the employee has both a natural and step parent, the employee shall designate which parent is their immediate family member for purposes of this section. An additional two (2) days for purposes of bereavement may be taken from sick leave consistent with the five (5) day maximum usage set forth in Section 6 above.

In the event of the death of an employee's immediate family member not specifically mentioned above, the employee may request bereavement leave subject to approval by the agency's Director. This request will be granted strictly at the Director's discretion.

Section 14. Employees that have a previously accumulated sick leave balance from another PERS contributing agency, may transfer this balance to their current sick leave credit in accordance with state law ORC Section 124.382. (E)(1). Verification must be received directly from previous employer.

Section 15. Family Medical Leave. Pursuant to the Family and Medical Leave Act of 1993, and

its amendments, employees who have worked for a minimum of twelve (12) months and one thousand two hundred fifty (1,250) hours over the previous twelve (12) month period, may be eligible for up to twelve (12) weeks of unpaid leave. The leave may be granted for one of the following reasons as set forth in the Family Medical Leave Act of 1993 and its amendments:

1. To care for a newborn child;
2. Placement for adoption or foster care if such leave occurs within twelve (12) months of the birth or placement;
3. To care for the employee's family member with a serious health condition (if person cared for is a "covered service member", leave allowed is twenty-six (26) work weeks);
4. To recover from a serious health condition that makes the employee unable to perform his/her job duties;
5. To respond to a "qualifying exigency" that arises because of spouse, son, daughter or parent on active duty or has been called to active duty.

A request for Family and Medical Leave (FMLA), along with appropriate medical certification, when requested due to a serious health condition, should be submitted thirty (30) days in advance when the leave is foreseeable, or with as much advance notice as is possible. A medical certificate verifying the employee's fitness for duty must be submitted prior to the employee's return if the leave is for personal illness or injury.

When requesting Family Leave, the employee must use paid leave, as applicable (sick, vacation, personal leave, compensatory time, etc., except for 40 hours of vacation. It is the responsibility of the employee to notify the Employer that the leave should be charged to FMLA, and/or to provide the necessary information and documentation so that the leave may be properly charged. In any event, where circumstances prevent advance notice, an employee must provide notice and documentation no later than two (2) days after commencement of the leave in order to have said leave properly charged to, and protected under, FMLA.

The combined paid and unpaid leave will constitute time counted in tracking the Family Leave. If the employee is not released to return to work from a serious health condition at the end of the twelve (12) weeks of FMLA leave, then the employee may be placed on disability leave/separation, as outlined in Article 18 of this agreement.

The Employer may require a medical evaluation (second and third opinions) at the Employer's expense to support the employee's request for extended leave, and a fitness for duty report to return to work, where applicable.

The Employer will continue an eligible employee's health coverage under the agency's group health plan during an approved FMLA.

Employees on unpaid FMLA will continue to be responsible for their required health insurance co-payments.

Employer will discontinue health insurance coverage for the employee who is 30 days late with

monthly co-pay.

If the employee fails to return to work following FMLA, the Employer will notify the employee of his/her options for continued health insurance coverage under COBRA, as applicable. Failure to return from Family Leave, and any subsequent Employer-approved leave, shall cause the employee to be responsible for the total health plan costs paid by the Employer, except where the failure to return is due to a serious health condition or circumstances beyond the employee's control.

Family Leave need not be for twelve (12) weeks consecutively, but in no case can Family Leave exceed twelve (12) weeks in a twelve (12) month period (twelve (12) months being calculated from commencement of leave).

A medical certificate verifying the employee's fitness for duty must be provided prior to the employee's return from leave.

Employees returning to work from approved Family Leave will be returned to their previous position or a similar position if the employee's position no longer exists, or unless a reasonable accommodation is made consistent with the provisions of the Americans with Disabilities Act.

Intermittent leave, or a reduced leave schedule, will only be approved when certified as medically necessary. An employee approved for intermittent or reduced leave may be transferred, by the Employer, to an available alternative position with equivalent pay and benefits for which he or she is qualified.

Any other matter not specifically addressed in this provision regarding FMLA will be administered pursuant to the statute and its amendments.

\*For purposes of this Section, definitions including "family" members and "serious health condition" are defined in the Family and Medical Leave Act of 1993, its amendments and regulations.

Section 16. Injury Notification. If an employee is injured during the course of employment with the County, the injured employee, or if the employee is incapacitated, anyone with knowledge of the incident, must notify a supervisor or Department Head *by the beginning of the next business day, if possible, but no later than forty-eight (48) hours from the time of injury.* If the employee is unable to speak to a supervisor or Department Head, the incident may be reported on the Call-in line or voice mail. An injury report, developed by the County Human Resources Department, must be completed. Such a report shall be given to the Department Head and forwarded to the County Human Resources Department. If an injury claim is not reported within the time frame, the employee must use sick time for the total time not reported.

**ARTICLE 17**  
**LEAVE OF ABSENCE**

Section 1. The Employer may grant to the employees of the bargaining unit the following types of leaves of absence: disability, educational, family and medical, personal, and military. A leave of absence shall be requested and authorized on a form designated by the Employer.

Section 2. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied or a similar position if the employee's former position no longer exists.

Section 3. If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the appointing authority may cancel the leave and direct the employee to report for work by giving written notice, by certified mail, to the employee.

Section 4. An employee on leave of absence without pay does not earn sick leave or vacation credit.

Section 5. Assault Leave. The Employer shall grant up to a maximum of ten (10) days of paid assault leave in lieu of paid sick leave for bargaining unit employees who are disabled as a result of an assault relating to the employee's scope of employment and provided medical documentation is presented to the Director or designee. A written report of the incident must be filed with the Director or his designee by the employee as soon as possible.

Section 6. Leaves of absence will not be unreasonably denied.

**ARTICLE 18**  
**DISABILITY LEAVE/SEPARATION WITHOUT PAY**

Section 1. If an employee becomes unable to perform the substantial and material duties of his position and is not on a paid sick leave or family and medical leave, the employee may be given a disability leave or disability separation, in accordance with the following provisions.

Section 2. Disability Leave. A leave of absence without pay due to a disabling illness, injury, or condition may be granted by the Employer for a period of up to six (6) months upon the presentation of evidence as to the probable date for return to active work status. Any family and medical leave granted for the same or a related disabling illness, injury, or condition shall be tolled against the six (6) months maximum duration. The employee must demonstrate that the probable length of disability will not exceed six (6) months. The granting of a leave of absence without pay will be subject to the rules regarding leaves of absence without pay.

Section 3. Disability Separation.

- A. If the employee is unable to return to active work status within the six (6) month period due to the same disabling illness, injury, or condition, the employee will be given a disability separation. If an employee is placed on leave of absence without pay and subsequently given a disability separation due to the same disabling illness, injury, or condition, the total combined time of absence due to the disability (leave and separation) and family and medical leave shall not exceed two (2) years for the purpose of reinstatement rights under this article.
- B. A disability separation will be granted when an employee has exhausted his/her accumulated sick leave and any authorized leave of absence without pay and is:
1. Hospitalized or institutionalized, or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution; or
  2. (a) is declared physically or psychologically incapable of performing the duties of his/her position by a licensed physician/practitioner as designated by the Director. Such examination is normally requested by the Employer when an employee is unable or unwilling to admit his incapacity, and in such cases, the costs shall be paid by the Employer.  
  
(b) When an examination is required by the Director/designee, the Employer will provide the affected employee with a list of three (3) licensed physicians and/or practitioners, as available. The employee may then select the physician and/or practitioner from the list(s) provided by the Employer.

Section 4. Any appointment made to a position vacated by disability leave will be on a temporary basis, and such employee will be made fully aware of its temporary nature. Should the employee returning from disability leave be reinstated to another position, or should the two (2)

year time period lapse, or should the employee give notice within the two (2) year period that he will not be returning, the temporary appointment will terminate. Any vacated position, if determined to be a vacancy, will be posted. Should the former position no longer exist, the returning employee may exercise his/her bumping rights as provided in Article 13, Layoff and Recall.

Section 5. Reinstatement Procedures. Reinstatement rights following disability separation extend for two (2) years from the date such leave is initially granted. An employee given a disability separation subsequent to a leave of absence without pay for the same disabling injury or illness shall retain the right to reinstatement for a period of up to two (2) years from the time the employee began the disability leave. Such employee is to be reinstated to the same or similar position within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the classification. The examination shall be conducted by a physician designated by the Director; its costs shall be paid by the employee. The Employer will send a written reminder to the employee at least two (2) weeks prior to the expiration of his/her disability separation. If continuing disability precludes reinstatement, the employee may apply to PERS for disability retirement. If approved, such separation shall be reported to the Employer within ten (10) calendar days. An employee who fails to apply for reinstatement, does not return from disability separation, or formally resigns, shall be deemed permanently separated from service as of the date of the disability separation or leave of absence without pay.

Section 6. Early Reinstatement. An employee who applies for reinstatement and is found unfit for early reinstatement from a disability separation shall remain eligible for reinstatement up until the expiration of the applicable two (2) year period.

Section 7. Abuse of Disability Leave/Separation. An act of an employee, who has been given a disability leave/separation, which is reasonably determined by the Employer to be inconsistent with the employee's disabling illness or injury, may render the employee ineligible for reinstatement.

## **ARTICLE 19**

### **DISCIPLINARY PROCEDURES**

Section 1. Employees shall be disciplined only for just cause.

Section 2. Disciplinary action may include: (a) verbal warning, (b) written warnings, (c) suspension without pay, (d) reduction, or (e) discharge from employment.

Discipline must be issued within thirty (30) working days from the date of the alleged offense or thirty (30) working days from the date the occurrence of the alleged offense becomes known, with the exception of any alleged criminal offense.

The employee, at the discretion of the employer, may be placed on **unpaid** administrative leave due to an alleged offense of gross misconduct until the time discipline is administered.

The affected employee may use any and all accrued (i.e. sick, vacation, comp time, personal days, etc.) to cover a period during which he is placed on administrative leave. If the employee is fully or partially exonerated of the Employer's charges, the employee shall be made whole. The Director, or his designee, will consult with the Union prior to placing an employee on Administrative Leave. (Example: An employee uses accrued time to cover a ten (10) day administrative leave. Ultimately, the punishment warranted is determined to be three (3) days. Seven days accrued leave will be given back to the employee).

Section 3.

- A. Except in instances of gross or serious misconduct, discipline will be applied in a corrective, progressive and consistent manner.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. Discipline shall be applied in a uniform manner.

Section 4. Records of disciplinary action shall cease to have force and effect and shall be removed from the personnel file in accordance with the following schedule:

Verbal Warnings	Twelve (12) Months
Written Reprimands	Eighteen (18) Months
Suspensions	Twenty-Four (24) Months

- A. In reference to Personnel Policy, Section 4.3 — Grace Periods.

The above schedule shall be followed provided there are no related intervening disciplinary actions taken during the allotted time periods.

Section 5. An employee shall have the right to have a Union representative present at the time of issuance of any verbal or written warning. However, the employee shall retain the right to waive such representation and shall do so in writing. A copy of the waiver shall be attached to the disciplinary action.

Section 6. The Employer shall notify the Union and the employee at least forty-eight (48) hours in advance of all disciplinary conferences which may result in disciplinary action of suspension, reduction, or discharge. The written notice shall contain a description of the specific misconduct alleged, the date and approximate time of the alleged offense. Such notification will specify the employee's right to have a Union representative present at the conference and when disciplinary action is imposed. The Chief Steward or the Union President shall be entitled to up to one (1) hour of work time to investigate and prepare for the disciplinary conference. However, the employee shall retain the right to waive such representation and shall do so in writing with a copy to the Union and the Employer. The Union shall be permitted an observer at all disciplinary conferences unless the employee expressly objects in writing to the Union's presence at the proceeding. A copy of the objection shall be provided to the Union. The Union and the employee

shall be provided a copy of findings of the Director's designee within seven (7) work days of the conference. Within fifteen (15) work days of the receipt of the findings, the Director shall decide what discipline, if any, will be taken, and will notify the Employer and the Union of the action in writing. Nothing shall preclude the Employer and the Union from mutually agreeing, in writing, to extend the time limits set forth herein. Copies of all disciplinary actions will be provided to the Union upon request.

Section 7. Each employee of the bargaining unit may once annually inspect his/her personnel file as maintained by the Employer on work time, not to exceed twenty (20) minutes, or during reasonable non-work time, provided such request is made to the authorized designee of the Employer in writing at least twenty-four (24) hours in advance and does not interrupt the work schedule of the employee.

## **ARTICLE 20**

### **GRIEVANCE PROCEDURE**

Section 1. It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees and the County. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving grievances. Actions by the County or the Union which tend to impair or weaken the grievance procedures are improper.

Section 2. The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application or administration of any article or section of the agreement.

Section 3. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement, nor those matters which are controlled by the provisions of federal and/or state laws and/or by the United States or Ohio Constitutions, other than as set forth in this section.

Section 4. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step, except for grievances involving suspension, which shall be introduced at Step 2 of the grievance procedure.

Any written grievance not answered by the Employer within the stipulated time limits may be advanced by the Union to the next step in the grievance procedure. All time limits on grievances may be waived upon mutual consent of the parties.

All written grievances must be submitted on the approved form (attached as Appendix C) which shall be filled out completely.

Section 5. The following steps must be followed in the processing of a grievance.

In order for an alleged grievance to receive consideration, the grievance must be presented within ten (10) calendar days of the occurrence of the incident giving rise to the grievance, or becomes known to the grievant.

#### Step 1/Informal Step

A grievance must be processed through an oral discussion between the grievant and his immediate supervisor as a preliminary step prior to pursuing the formal steps of the grievance procedure. Grievant shall be permitted a Union representative at this informal step. The immediate supervisor shall meet with the grievant and his steward within seven (7) working days. It shall be the responsibility of the immediate supervisor to investigate, and provide a solution or appropriate written explanation within seven (7) working days following the day on which the meeting occurred.

#### Step 2

If the grievance is not resolved at Step 1, the grievance may be processed to Step 2 of this procedure. The alleged grievance must be presented to the appropriate department head or division chief within seven (7) working days following Step 1. It shall be the responsibility of the department head or division chief to schedule a meeting, investigate, and provide a solution or appropriate written explanation within seven (7) work days following the day on which the department head or division chief was presented the grievance. The grievant shall be permitted a Union steward as his representative at this step of the procedure.

#### Step 3

The grievant, with his steward, chief steward, or president, and the Ohio Council 8 representative, if desired, as his Union representative, may process the grievance with the Job and Family Services Director within seven (7) work days after receiving the Step 2 reply. The Job and Family Services Director and/or his designee shall meet with representatives of the Union to discuss grievances properly processed to Step 3. The Job and Family Services Director, or his designee, shall respond in writing to the grievant and Union representative within seven (7) work days following the meeting.

#### Step 4

A. Any grievance involving the interpretation, application, administration, or enforcement of the provisions of this agreement, which has not been satisfactorily settled in the grievance procedure, must be submitted to Mediation prior to Arbitration, unless waived by mutual agreement. Mediation shall be conducted by SERB or FMCS.

1. Written notification to the Employer of the intent to pursue the matter to mediation must be submitted within ten (10) working days of the written disposition of such grievance at Step 3 of the procedure.

B. Arbitration proceedings must be initiated by the Union within the following time frames:

1. Written notification to the Employer of the intent to pursue the matter to arbitration must be submitted within thirty (30) calendar days of the date of the mediation of such grievances.
2. There will be a permanent panel of 5 FMCS approved arbitrators.

C. The arbitrator shall expressly confine himself to the precise issues submitted for review, and shall have no authority to determine any other issue not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching their determination. The proceedings shall be as informal as is compatible with the requirements of justice, and the arbitrator need not be bound by the common law or statutory rules of evidence and procedure, but may make inquiry in the matter through oral testimony and record presented at the hearing, which is best calculated to ascertain substantial rights of the parties and to carry out justly the spirit and provisions of this agreement.

D. The fee and expenses of the arbitrator shall be paid by the party which loses the appeal to arbitration. Each party shall fully bear its own costs regarding preparation necessary to attend the presentation of the arbitration hearing.

E. The arbitrator shall within thirty (30) calendar days following the hearing issue an award. The arbitrator shall not have jurisdiction or authority to:

1. Review provisions of a new contract.
2. Nullify, in whole or in part, any provision of this agreement.
3. Review any item covered by Civil Service Rules and Regulations and Procedures which is not addressed by this agreement.
4. Add to, detract from, or alter in any way provisions of this agreement.
5. All provisions of the arbitrator shall be consistent with their jurisdiction, power and authority, as set forth herein, and shall be final, conclusive and binding on the parties.

Section 6. The grievance form shall provide the information as outlined in Section 4. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

Section 7. The employer agrees that the terms and conditions of the agreement are binding on both parties.

Section 8. A class action grievance which affects a substantial number of employees may initially be presented by the Union at Step 3 of the grievance procedure.

Health and safety disputes shall be pursued through the grievance procedure. Major health and safety disputes shall be initiated at the 3<sup>rd</sup> Step of the grievance procedure.

Section 9. A grievance may be withdrawn by the Union at any point by permitting the time requirements at any step to lapse without further appeal or in writing, and the withdrawal of any grievance shall not be prejudicial to the decisions of the parties as they relate to any future grievances arising from the same or similar circumstances.

Section 10. Any employee called to appear as a witness for any grievance and/or arbitration hearing shall not suffer any loss in pay for the duration of time they are needed for said hearing.

Section 11. The Chief Steward, stewards, and president shall not suffer any loss in pay for time spent in grievance/arbitration hearings to the extent authorized by this article.

Section 12. The grievance procedure set forth in this agreement shall be the exclusive method of reviewing and settling disputes between the Employer and the Union and/or between the Employer and an employee (or employees). All pre-arbitration settlements reached by the Employer and the Union shall be final, conclusive and binding on the Employer, the Union and the employees.

## **ARTICLE 21**

### **JOB DESCRIPTIONS/JOB AUDITS/CLASSIFICATION SPECIFICATIONS**

Section 1. The Employer shall furnish the Union with copies of job descriptions for each bargaining unit employee. Whenever a change occurs in a bargaining unit employee's job description, the Employer shall provide the Union with a copy of the new job description prior to its effective date.

The Employer shall also provide a copy of each employee's job description to the affected employee when hired, transferred, promoted, demoted, or when the duties of the employee's current position change.

Section 2. No employee shall be regularly assigned duties other than those enumerated in the employee's classification specification until a new classification encompassing the new duties has been submitted to the Union for review and comment and subsequently approved by the Employer.

Section 3. No employee shall be regularly assigned duties that do not properly coincide with the employee's existing state classification specification. If an employee has reason to believe that they are performing duties that conflict with their current classification, the affected employee may have his/her position audited for reclassification upon request to the Appointing Authority or his designee. Within thirty (30) calendar days, the Director or his designee shall request from the employee any additional necessary information, which will be provided as quickly as

possible. Within thirty (30) calendar days of receipt of the information, the Director and/or designee shall determine if the employee's position should be reclassified.

Section 4. Employees reclassified to a higher rated position shall receive the rate for the higher classification that grants an increase, or retain their existing rate of pay, whichever is greater. Any increase shall be effective on the date the employee submitted the audit request to the Director or designee.

Section 5. If it is determined that the employee shall be classified to a lower rated position, the position shall be reclassified. Current employees serving in the reduced classification shall suffer no loss in compensation for the remainder of time that they served in the reduced classification. When the position is vacated and subsequently filled, the employee selected shall be placed in the lower classification and appropriate pay rate.

Section 6. The Union shall be informed of a job reclassification that results from a job audit. Any grievance filed pursuant to this article shall be submitted to Step 3 of the grievance procedure.

Section 7. Audit determinations shall be based upon the state's classification specifications unless those specifications have been modified by the Employer.

Section 8. The Agency reserves the right to make changes in job classification specifications; however, the Employer shall meet with the Union to discuss such specification revisions prior to implementing the changes. Changes in job classification specifications shall not be made for arbitrary or capricious reasons.

Section 9. If a new bargaining unit job is established which has not been previously classified, or if substantial changes in the method of operation of a bargaining unit job occur, the Employer shall meet with the Union for the purpose of discussing the rate of pay and classification or placing the job in an existing classification.

Section 10. Qualifications for Hiring and Promotion. The parties agree that both union and management representatives will meet to review any changes or modifications to job descriptions and job specifications for all positions within the bargaining unit. Both parties agree to use the Interest Based bargaining (IBB) problem-solving method for any dispute resolution.

## **ARTICLE 22** **HEALTH AND SAFETY**

Section 1. There is hereby established a joint Health and Safety Committee which shall consist of two (2) non-bargaining unit members appointed by the Employer and two (2) bargaining unit members appointed by the Union. The purpose of the Committee is to discuss safe and healthful working conditions and procedures of the Employer and to encourage all employees to follow said procedures. The joint Health and Safety Committee shall meet at least once per quarter.

Section 2. All unsafe conditions shall be immediately reported by the employee to the employee's supervisor. The supervisor shall attempt to resolve the safety complaint. If the supervisor is unable to resolve the safety complaint, it shall be forwarded to the Director or his designee who will determine if corrective action can be implemented to eliminate or reduce the potential danger or hazards. If, after action is taken by the Director, the employee believes the reported unsafe working condition still exists, the employee may request that the issue be submitted to the above-referenced committee for review.

Section 3. Any special video display screens or attachments available through the State at no cost to the Employer, shall be furnished to all bargaining unit members utilizing this equipment. This shall include, but is not limited to, radiation deflection screens for all units and special screens for units utilized by visually impaired persons.

Section 4. Any bargaining unit employee seeking and receiving remedy before the Ohio Industrial Commission, or any other authorized agency, on a health or safety complaint shall not be eligible to process a grievance regarding the same issue to arbitration under the terms of this agreement.

Nothing in this article shall prevent the Union from raising the same issue in a labor/management setting.

### **ARTICLE 23** **SEVERABILITY**

Section 1. This agreement supersedes and replaces all statutes and rules and regulations which it has the authority to supersede and replace consistent with Chapter 4117 of the Ohio Revised Code. Where this agreement makes no specification on a matter, or reserves the matter to management rights, provisions of any applicable law shall prevail. If, during the life of this agreement, any of the provisions contained herein are held to be invalid by law or by any court of competent jurisdiction, the remainder of the agreement shall not be affected thereby.

Section 2. In the event any provision is rendered invalid, the Employer and the Union shall meet within a mutually agreeable and reasonable time period, not to exceed thirty (30) days, for the purpose of negotiating a mutually satisfactory replacement for such provision.

### **ARTICLE 24** **NEGOTIATIONS**

Section 1. In contract negotiations, the Employer will pay up to five (5) representatives from the Local Union their regular straight time rate of pay (not to exceed eight [8] hours in any day) for all time lost from his scheduled work period while so engaged, if negotiations are conducted during regularly scheduled work hours.

**ARTICLE 25**  
**CONTRACTING OUT**

Section 1. The Employer agrees that work normally done by bargaining unit employees shall not be contracted out as to result in displacement of any member and/or erosion of the bargaining unit.

Section 2. The parties agree that the employer may be mandated by ODJFS to out-source some aspects of its servicing; however, in areas that are not mandated by the State, the parties will first discuss contracting out options and the ability of the bargaining unit to economically and efficiently perform the work. This section shall not apply to work which has historically been contracted out or shared.

Section 3. Should the Department of Job and Family Services be placed under the auspices, direction, and control of another public agency or private sector employer, the County shall give sixty (60) days prior written notice to the Union.

**ARTICLE 26**  
**JURY DUTY AND WITNESS PAY**

Section 1. An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence in keeping with all Agency past practices for the period of jury or witness service, and will be compensated for the difference between his/her regular pay and jury duty or witness pay for work absences necessarily caused by the jury duty or witness duty. To be eligible for such pay, an employee must present verification of: (a) his call to jury duty or witness duty; and (b) the amount received as jury or witness fee.

Any employee released from jury duty with four (4) hours or more remaining in their regularly scheduled work day, must report to work for the remaining hours, or the employee may request vacation or personal time for those remaining hours.

**ARTICLE 27**  
**MILEAGE**

Section 1. Employees using their personal vehicles on required official business shall be reimbursed for actual miles at the higher of the Internal Revenue Service Standard Mileage Rate or the mileage resolution passed by the Trumbull County Commissioners. Such payment is considered to be the total reimbursement for vehicle related expenses (e.g. gasoline, oil, insurance, depreciation, etc.), however tolls and other expenses shall be reimbursed separately with a receipt for such expenses. Mileage reimbursement is payable to only one of two or more employees traveling on the same trip in the same automobile. Employees are eligible for mileage expense reimbursements only when travel has been authorized in advance by the

Employer or designee. No expense reimbursements shall be paid for travel between the employee's home and the employee's normal work location.

**ARTICLE 28**  
**HEALTH INSURANCE/HOSPITALIZATION**

Section 1. Health Insurance. The Employer shall continue to pay the full cost of all hospitalization, drug prescription plan, vision care program/dental care plan (**Enhanced Plan**) for all employees during the term of this contract at the level of benefits presently in effect or greater except for the following changes. Newly hired employees shall not be entitled to hospitalization benefits until the first day of the month following the completion of sixty (60) calendar days of employment.

- A. Annual "up-front" deductibles shall be \$200.00 single subscribers and \$400.00 family subscribers.
- B. The Annual "maximum out of pocket" expense for each employee shall be \$600.00 for single subscribers and \$1200.00 for family subscribers.
- C. Hospitalization and Physician Network (Preferred Provider Organization [PPO] to include 80%/20% co-insurance with maximum annual "out of pocket" expense to be \$600.00 for single subscribers and \$1200.00 for family subscribers. Implementation of any PPO must include the ability for enrollment of new physicians.
- D. Prescription Drug co-pay of \$10.00 per prescription if generic purchase, \$25.00 per non-generic prescription within Formulary and \$50.00 for any prescription purchased outside of the Formulary. Prescription co-pays shall not be applied to annual out-of-pocket maximums or deductibles. Mail order (3 month supply): \$20.00 generic; \$50.00 brand name Formulary; \$100.00 brand name Non-Formulary.
- E. Fifteen Dollars (\$15.00) office visit co-payment including Wellness and Preventive Care Programs (e.g. physical examinations, smoking cessation, etc.), office co-payments will not be applied toward the annual deductibles listed in A above but will be applied toward the annual "out of pocket" maximums listed in C above.
- F. Schedule of Benefits/Maintenance of Standards. To as great an extent as possible, the level of benefits shall remain as per the current plan design. The Employer shall maintain the schedule of benefits at the same or substantially the same level for the duration of this Agreement. No substantial change in benefit levels shall occur without first meeting with the Union and in accordance with Section 3 of this Article 28.

- G. The employee share of health care premiums shall be ten percent (10%) of the total premium of the plan in which the employee is enrolled.

The employee's share of the premiums shall be deducted from the employee's gross wage at one half (1/2) of the total monthly amount due per bi-weekly pay period until the total monthly obligation is met.

- H. The deductibles and co-payments listed above shall not be increased for the duration of this Agreement, however this restriction shall not apply to any Health Maintenance Plan (HMO) as may be offered by the Employer. The Employer shall make every effort to maintain current benefit and deductible levels for HMO participants within the constraints of the mandatory competitive bidding procedures, however the specifications for these bids while including all current and deductible levels shall not restrict or limit the bids to these levels.
- I. Employees or their dependents who use a hospital Emergency Room shall pay a \$75.00 co-pay. This co-pay will be waived if the patient is admitted to the hospital.

Section 2. Hospitalization. Any employee who has exhausted his accumulated sick leave, if appropriate, and vacation leave, will no longer be eligible for health insurance unless contractually entitled.

An employee on an approved worker's compensation claim shall be continued for up to sixty (60) days hospitalization coverage, even if he has an unused sick leave balance. However, no vacation balance will be allowed.

Section 3. Cost Containment and Advisory Committee. There shall be formed a Cost Containment and Advisory Committee (CCAC), whose function shall be to serve in an advisory capacity to the Employer on all matters pertaining to the Health Care and Wellness of Employees including, but not limited to:

- A. Reviewing and forwarding comment to the Employer on all competitive bids received for Health Care prior to the Employer's formal acceptance of such bids.
- B. Suggesting changes in coverages and plan design, but adhering to the language below.
- C. Reviewing Health Care costs and forwarding advice and ideas on containing same.

This Committee will meet monthly and shall be composed of one (1) representative from each Trumbull County Union having members who are subscribers to any of the Health Plans and two (2) representatives selected by the Employer. No change in Plan Design (e.g., Co-Pays, Premium Share, Deductibles, Coverages, etc.) may be proposed by either the Union(s) or Employer unless

renewal costs for all coverages change by at least 30%, plus or minus. Further, the Employer will be obligated to re-bid the Hospitalization Plans, even in the midst of the normal three (3) year Health Plan Contract, if total costs for the plans escalate by 20% or more from current costs. This shall not prohibit the Employer from soliciting bids at any time the Employer deems as appropriate.

Any dispute between the parties relative to this section shall be resolved in the following manner:

- A. Each party shall select one (1) representative to mediate the proposed plan design change, or other issues under this section.
- B. The two (2) representatives will mutually agree on a neutral third representative.
- C. The mediators will be given wide latitude in resolving issues under this section, and may:
  - 1. Meet solely amongst themselves.
  - 2. Hold a formal hearing.
  - 3. Solicit exhibits and evidentiary materials.
  - 4. Direct any witnesses to appear.
- D. The decision of the mediators shall be rendered within thirty (30) days from the appointment of the three-member panel with the decision binding on all subscribers under the plans.
- E. Any mandated change shall be implemented by the Employer and incorporated into the Plan or Plans on the first day of the next Plan year or via solicitation of competitive bids if more feasible.

Section 4. Waiver of Coverage. During the enrollment period for the hospitalization plan of the employee and upon proof of alternative coverage, employees may elect to waive health care coverage provided by the Employer.

An employee who elects this option will receive a waiver payment of one hundred fifty dollars (\$150.00) per month for waiver of family plan and \$75.00 per month for waiver of single coverage for each month of non-participation in the plan. In the event the employee loses the alternative coverage and upon proof of cancellation he/she shall be immediately enrolled in the employer's normally provided health care plan. Other employees wishing to re-enroll in the normal health care plan shall only be permitted to do so during the annual enrollment period except in the case of coverage termination as outlined above.

In no case shall the provisions of this Section 4 apply to employees whose spouses participate in the same plan which is provided as a benefit of employment with any Trumbull County Agency or Department under the auspices of the Board of County Commissioners.

## **ARTICLE 29** **RETIREMENT**

Section 1. Any employee who retires under the applicable pension plan with the Employer shall, at the time of retirement, receive a cash payment for accumulated but unused sick leave to a maximum of 720 hours. Such payment shall be based on the employee's current rate of pay at the time of retirement. In the event the Board of County Commissioners passes a resolution providing such benefits at a higher level for non-bargaining unit employees, then such increased benefits shall also be provided to employees within the bargaining unit. Employees hired after the execution date of this contract must have a minimum of 10 years of service under the applicable pension plan.

Section 2. Provided that the plan is approved by OPERS Pension Board; employees with 22 years of PERS service or more have the option of converting accrued but unused sick and vacation time they earn each year paid to wages.

Conversion of such leave must be converted in conjunction with each other — not separately. However, the employee does not have to convert equal amounts of sick and vacation. The yearly maximum is 120 sick and 240 vacation hours. Hours converted shall be deducted from the employee's applicable balance.

Employees must have a balance of 240 hours sick leave and at least 160 hours vacation to participate in the conversion plan.

Employees wishing to participate in the conversion plan shall submit a letter of intent to the employer. The date to begin shall be on the start date of the calendar year and continue for 26 pay periods. The converted amounts shall be paid to the employee in each pay period of participation and the rate of compensation shall be at the employee's then current hourly rate of pay.

Employees are committed to the conversion plan for the calendar year unless the employee can provide proof of a hardship or their leave balance falls below the required minimum. The Director must approve discontinuance of the conversion plan.

## **ARTICLE 30** **LIFE INSURANCE**

Section 1. The Employer agrees to provide, at no cost to the employee, life insurance in the amount of thirty-five thousand dollars (\$35,000) for members of the bargaining unit, and a three thousand five hundred dollar (\$3,500) paid up life policy for retirees.

**ARTICLE 31**  
**SENIORITY CREDIT**

Section 1. The parties hereby agree that, effective January 1, 1986, appropriate employees will be credited for lost seniority time resulting from employee participation in a 1981 strike.

**ARTICLE 32**  
**SECURITY**

The Commissioners shall provide reasonable security at the Job and Family Services Department at all times.

**ARTICLE 33**  
**SUPERVISORY WORK**

Work customarily performed by employees within the bargaining unit shall not be regularly performed by supervisors, unless bargaining unit employees within the classification series are not available or unless an emergency situation exists.

**ARTICLE 34**  
**RULES AND SCHEDULES**

Section 1. The Union recognized that the Employer has the right to promulgate and enforce rules, regulations, procedures, and caseload schedules.

Section 2. The Employer agrees that to the extent that rules and/or caseload schedules are reduced to writing, every affected bargaining unit employee shall have access to them for the duration of their effectiveness. Such caseload schedules and/or rules shall not violate law or any provision of the agreement.

Section 3. The Union may challenge any arbitrary or capricious rule, regulation, procedure, or caseload schedule under this article by filing a grievance at Step 3 of the grievance procedure within thirty (30) calendar days of their effective date.

Section 4. The parties agree that any changes to or creation of new personnel policies and procedures will be issued in writing to the Union as soon as possible prior to the effective date of said change(s).

**ARTICLE 35**  
**VACATION LEAVE**

Section 1. Each bargaining unit employee, including full-time hourly rate employees, after service of one (1) year, shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter, eighty (80) hours of vacation leave with full pay. Employees are eligible to take accrued vacation after the successful completion of the probationary period. One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods. A full-time employee with seven (7) or more years of Agency seniority shall have earned and is entitled to one hundred and twenty (120) hours of vacation leave with full pay. A full-time employee with fourteen (14) or more years of Agency seniority shall have earned and is entitled to one hundred sixty (160) hours of vacation leave with full pay. A full-time employee with twenty-one (21) years or more of service shall have earned and is entitled to two hundred (200) hours of vacation leave with full pay. A full-time employee with twenty-seven (27) years or more of service shall have earned and is entitled to two hundred forty (240) hours of vacation with full pay. Such vacation leave shall accrue to the employee at the rate of three and one-tenths (3.1) hours each bi-weekly period for those entitled to eighty (80) hours per year; four and six tenths (4.6) hours each bi-weekly period for those entitled to one hundred twenty (120) hours per year; six and two tenths (6.2) hours each bi-weekly period for those entitled to one hundred and sixty (160) hours per year; seven and seven-tenths (7.7) hours each bi-weekly period for those entitled to two hundred (200) hours per year and nine and three tenths (9.3) hours each bi-weekly period for those entitled to two hundred forty (240) hours per year. Employees shall forfeit their right to take or be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess shall be eliminated from the employee's leave balance.

Section 2. Upon separation from Agency service, an employee shall be entitled to compensation at his or her current rate of pay for all lawfully accrued and unused vacation leave to his or her credit at the time of separation, up to a maximum cap of five hundred (500) hours.

Section 3. All bargaining unit employees shall receive vacation credit for service time under any other OPERS system.

**ARTICLE 36**  
**WAIVER IN CASE EMERGENCY**

Section 1. In cases of emergency, such as an act of God, riot, flood, civil disorder, but excluding strikes and other similar work stoppage acts, the following conditions of the agreement shall be automatically suspended without recourse from the Union upon declaration of said emergency in writing by the Trumbull County Board of Commissioners.

- A. Time limits for Employer replies to grievances.
- B. All work rules and/or agreements and practices relating to the assignment of work to all County Job and Family Services employees.

C. Limitations and distribution of overtime.

Section 2. At the conclusion of such declaration of state emergency, all above requirements suspended above shall be reinstated.

**ARTICLE 37**  
**HOLIDAYS**

Section 1. Employees of the bargaining unit as defined herein shall be entitled to the following paid holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veterans' Day
9. Thanksgiving Day
10. Day following Thanksgiving Day
11. Christmas Eve
12. Christmas Day
13. Employee's Birthday (Section 5)
14. One-half (1/2) day on New Year's Eve (afternoon)

Section 2. In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 3. Any work performed by an employee on any one of the days listed in Section 1 shall be paid for at the rate of one and one-half (1 1/2) times the employee's straight time hourly rate in addition to holiday pay provided in Section 4.

Section 4. Employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above when no work is performed on such holiday.

Section 5. Commencing January 1, 1992, each employee shall be entitled to a birthday holiday. The birthday holiday must be taken within the actual birthday month (calendar month). It shall be the responsibility of the employee to request the birthday holiday off, and an advance notice of at least five (5) work days is required. Failure to timely request off on a birthday holiday shall result in the forfeiture of such holiday.

**SECTION 38**  
**APPLICATION OF STATE CIVIL SERVICE LAW**

Section 1. No section of the Civil Service laws contained in the Revised Code Chapter 124 shall apply to employees in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except that complete lists of persons having passed the Civil Service examinations must be provided to the Employer, when requested, for selection of original appointments. For purposes of this agreement, original appointment shall mean entry level positions only.

Section 2. Notwithstanding the provisions of Article 38, Section 1 above, political activities of employees of the Agency shall be limited as outlined in Section 124.57 of the Ohio Revised Code and Section 123: 1-46-02 of the Ohio Administrative Code.

**ARTICLE 39**  
**LABOR/MANAGEMENT MEETINGS**

Section 1. Once each month, unless mutually agreed otherwise, during work time on a mutually agreeable day and time, the Employer or his designee shall meet with the Union. Each party is allowed four (4) representatives to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 2. Agendas will be exchanged between the parties at least two (2) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting, and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of the agreement.
- B. Notify the Union of changes made by the Employer which affect bargaining unit members prior to the effective date.
- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Consider any matter of concern to the Union and/or its membership or to the Employer.
- E. Discuss ways to increase productivity and improving efficiency.
- F. To consider and discuss health and safety matters relating to employees.

Section 3. It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**ARTICLE 40**  
**NO STRIKE/NO LOCKOUT**

Section 1. The Union shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way in a strike, walkout, work stoppage or slowdown of its members at any operation or operations of the Employer for the duration of this agreement.

Section 2. The Union shall cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of Section 1. In the event a violation occurs, the Union shall immediately notify all employees that such action is a violation of this agreement, they are subject to the penalties outlined in Chapter 4117.23, and advise all employees to return to work at once.

Section 3. The Employer agrees that neither it, its officers, agent or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union during the term of this agreement.

**ARTICLE 41**  
**WAGES**

Section 1. Effective August 1, 2011, the wage schedule for bargaining unit employees shall be as set forth below:

<b>Year one (1):</b>	<b>0%</b>	<b>Effective August 1, 2011</b>
<b>Year two (2):</b>	<b>0%</b>	<b>Effective August 1, 2012</b>
<b>Year three (3):</b>	<b>0%</b>	<b>Effective August 1, 2013</b>

Employees shall continue to be hired at the entry rate for the applicable classification and shall advance to the end probation rate commencing with the first full pay period following successful completion of probation or in accordance with the provisions of Article 9, Section 8, as applicable.

Employees will advance (upon promotion) to the step that guarantees them three (3%) percent. Should an employee fail his promotional probationary period, he shall return to his former position in accordance with Article 11 and return to the prior rate of pay.

Any employee who is voluntarily reduced shall receive the end of probation rate or applicable step for the appropriate classification.

Section 2. Effective August 1, 2011, the wage schedule for bargaining unit employees shall be as follows:

**Year 2011**

Pay Range	1 Entry	2 End of Probation	3 One Year from the End of Probation date (Master Rate)
3	\$11.26	\$11.93	\$12.61
4	\$11.69	\$12.41	\$13.06
25	\$11.82	\$12.61	\$13.32
5	\$12.22	\$12.86	\$13.49
26	\$12.83	\$13.64	\$14.34
27	\$13.70	\$14.50	\$15.55
28	\$14.40	\$15.17	\$16.24
29	\$15.44	\$16.22	\$17.03

Pay Steps above are defined as: (1) Entry; (2) End of Probation; (3) One year from the end probation date (master rate).

Section 3. The Employer shall pick up and pay 9 percent (9%) of the employee share of P.E.R.S.

Section 4. Bargaining unit employees shall be entitled to longevity pay as follows:

<u>Following Completion Of</u>	<u>Longevity Amount</u>
5 years of service	\$ .20 per hour
6 years of service	\$ .25 per hour
7 years of service	\$ .30 per hour
8 years of service	\$ .35 per hour
9 years of service	\$ .40 per hour
10 years of service	\$ .45 per hour
11 years of service	\$ .50 per hour
12 years of service	\$ .55 per hour
13 years of service	\$ .60 per hour
14 years of service	\$ .65 per hour
15 years of service	\$ .70 per hour
16 years of service	\$ .75 per hour
17 years of service	\$ .80 per hour
18 years of service	\$ .85 per hour
19 years of service	\$ .90 per hour
20 years of service	\$ .95 per hour
21 years of service	\$1.00 per hour
22 years of service	\$1.05 per hour
23 years of service	\$1.10 per hour
24 years of service	\$1.15 per hour
25 years of service	\$1.20 per hour

26 years of service	\$1.25 per hour
27 years of service	\$1.30 per hour
28 years of service	\$1.35 per hour
29 years of service	\$1.40 per hour
30 years of service	\$1.45 per hour

Employees shall be entitled to longevity compensation, based upon years of service, on their anniversary date of hire.

Section 5. Incentive Bonus If incentive monies become available via TEER, Two-parent, All-family participation rates, WIA performance, a percentage of the total amount of funds or a total amount of what's achieved, would, at the discretion of the Director, be awarded to the staff in bonuses up to a maximum of \$1,000 per employee still employed at the time incentive is paid. Employees hired within the year will receive a pro-rated percentage based upon hire date.

**ARTICLE 42**  
**RANDOM DRUG TESTING**

Section 1. The parties agree that Random Drug Testing will occur in accordance with the attached Trumbull County Department of Job & Family Services Drug and Alcohol Use Policy and Procedure. See pages 56 - 67.

**ARTICLE 43**  
**SUCCESSOR**

This contract shall be binding upon the Facility and its successors, assigns or future purchasers and all of the terms and obligations contained herein shall not be affected or changed by any change in legal status, ownership, or management of the Facility. This Agreement shall cover any future location to which the Facility may be moved during the terms of this agreement or any extension thereof.

**ARTICLE 44**  
**P.E.O.P.L.E. CONTRIBUTION**

Section 1. The Employer will deduct voluntary contributions to AFSCME'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, Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085. 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. The 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.

Upon receipt of PEOPLE Deduction Cards voluntarily signed and submitted by bargaining unit members, the Employer will authorize payroll deductions for such contributions. Such deductions shall begin within thirty (30) calendar days of approval of the contract.

The Union agrees that it will indemnify and hold 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.

#### **ARTICLE 45** **DURATION OF AGREEMENT**

**Section 1. This agreement shall be effective upon execution by the Union, the board of Trumbull County Commissioners and the Trumbull County Department of Job and Family Services, and shall remain in full force and effect until July 31, 2014.**

Section 2. If either party desires to renew, modify or amend this agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days to the expiration date, nor later than sixty (60) calendar days prior to the expiration of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within approximately two (2) calendar weeks upon receiving notice of intent.

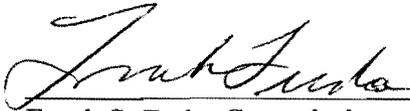
Section 3. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated to bargain collectively or individually 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 of either or both parties at the time they negotiated or signed this agreement. This provision does not foreclose grievances based on established past practices by either party.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have hereto caused this agreement to be executed and signed by their duly authorized representatives this 31<sup>st</sup> day of January, 2012.

**FOR THE COUNTY  
TRUMBULL COUNTY, OHIO  
BOARD OF TRUMBULL COUNTY  
COMMISSIONERS**

**FOR LOCAL #458  
AFSCME, AFL-CIO**

  
\_\_\_\_\_  
Frank S. Fuda, Commissioner

  
\_\_\_\_\_  
AFSCME, Ohio Council 8 1/31/12

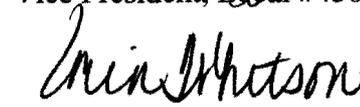
  
\_\_\_\_\_  
Paul E. Heltzel, Commissioner

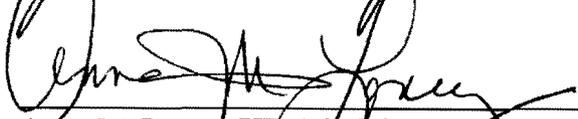
  
\_\_\_\_\_  
President, Local #458

  
\_\_\_\_\_  
Daniel E. Polivka, Commissioner

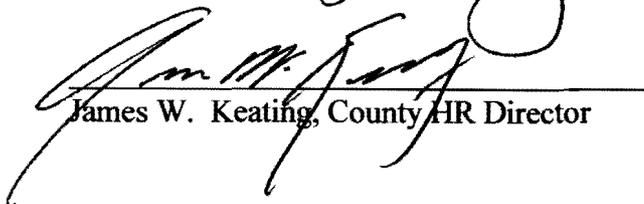
  
\_\_\_\_\_  
Vice President, Local #458

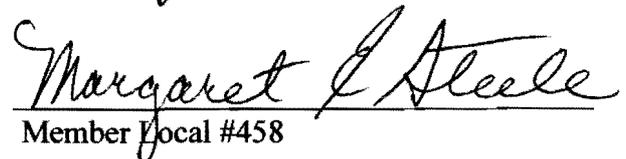
  
\_\_\_\_\_  
John R. Gargano, Esquire, Interim Director

  
\_\_\_\_\_  
Chief Steward, Local #458

  
\_\_\_\_\_  
Anna M. Loney, HR Administrator

  
\_\_\_\_\_  
Member Local #458

  
\_\_\_\_\_  
James W. Keating, County HR Director

  
\_\_\_\_\_  
Member Local #458

\_\_\_\_\_  
Member Local #458

## APPENDIX A

### BARGAINING UNIT CLASSIFICATIONS AND CORRESPONDING PAY RANGES

Account Clerk 2 (26)  
Case Control Reviewer (29)  
Clerical Specialist 1 (03)  
Clerical Specialist 3 (25)  
Data Control Technician (28)  
Eligibility Referral Specialist 1 (27)  
Eligibility Referral Specialist 2 (28)  
Investigator 3 (29)  
Maintenance Repair Worker (4)  
Mgt. Info Systems Spec 1 (26)  
Security Officer (25)  
Social Service Worker 2 (27)  
Social Service Worker 3 (28)  
Unit Support Worker 2 (04)

APPENDIX B

AFSCME LOCAL \_\_\_\_\_

STEP \_\_\_\_\_



OFFICIAL GRIEVANCE FORM

NAME OF EMPLOYEE \_\_\_\_\_ DEPARTMENT \_\_\_\_\_

CLASSIFICATION \_\_\_\_\_

WORK LOCATION \_\_\_\_\_ IMMEDIATE SUPERVISOR \_\_\_\_\_

TITLE \_\_\_\_\_

STATEMENT OF GRIEVANCE:

List applicable violation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Adjustment required: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I authorize the A. M.E. Local \_\_\_\_\_ a representative for the disposition of this grievance.

\_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_

THIS STATEMENT OF GRIEVANCE IS TO BE MADE OUT IN TRIPPLICATE. ALL THREE ARE TO BE SIGNED BY THE EMPLOYEE AND/OR THE AFSCME REPRESENTATIVE HANDLING THE CASE.

\_\_\_\_\_

\_\_\_\_\_

COPY: LOCAL UNION GRIEVANCE FILE

NOTE: ONE COPY OF THIS GRIEVANCE AND ITS DISPOSITION TO BE KEPT IN GRIEVANCE FILE OF LOCAL UNION.



## APPENDIX C

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_  
 Position Title: \_\_\_\_\_ PCN: \_\_\_\_\_  
 Interviewer(s): \_\_\_\_\_  
 Seniority Date: \_\_\_\_\_ Degree: \_\_\_\_\_

Comments must qualify the points awarded.

<u>Education</u> – (Max. 10 points)	Points
As related to the specific minimum qualifications for the position.  1. Does the applicant meet the Grandfather clause? (Employed prior to 10/01/2002)    Yes = 2 2. Has the applicant been employed in a related classification for 3 years?            Yes = 2 3. Does the applicant have an Associates Degree?    Yes = 2 4. Does the applicant have a Bachelors Degree?    Yes = 4 5. Does the applicant have a Masters Degree?    Yes = 6 (Scored by highest degree obtained)	
<u>Seniority</u> – (Max. 20 points) 1. 1– 3 years = 5 points 2. 4 -6 years = 10 points 3. 7-9 years = 15 points 4. 10+ years = 20 points	
<u>Attendance</u> – (Max. 10 points) Absence in the last 6 months (Choose one)  1. 0 – 16 hrs. = 10 points 2. 16.5 – 24 hrs. = 6 points 3. 24.5 – 32 hrs. = 3 points 4. 32.5 or more = 0 points Note: Absence means using sick hours.	
<u>Active Discipline</u> – (Max. 10 points)  Starting with the 10 point total, subtract for each of the following Active Disciplines in the Applicant's file.  1. Verbal reprimand – subtract 2 2. Written reprimand – subtract 4 3. 1 day Suspension – subtract 6 4. 3-5 day Suspension – subtract 8 5. 6 or more days Suspension – subtract 10	

Experience and Demonstrated Abilities – (Max. 30 points)

The following questions are to be answered for all applicants. (1 to 3 points per question)

1. Does the applicant have computer knowledge?
2. Has the applicant held a similar job or volunteer activity within the agency?
3. Has the applicant held a similar job or volunteer activity outside the agency?
4. Does the applicant have experience working with the public?
5. Does the applicant have organizational skills?
6. Does the applicant handle paperwork?
7. Does the applicant work with others cooperatively?
8. Does the applicant help co-workers?
9. How does the applicant accept constructive criticism?
10. Meet deadlines and time frames?

(Employee evaluation forms are to be used for this section)

Position Specific Criteria – (Max. 20 points)

The interviewer will have a maximum of 10 questions specific to the posted position. These questions must be asked of all applicants. All questions must be of equal value; with a total maximum of 20 points.

Comments:

Score Summary

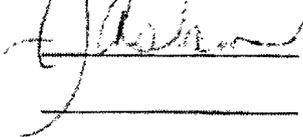
Education.....	Max. 10 points	_____
Seniority .....	Max. 20 points	_____
Attendance.....	Max. 10 points	_____
Active Discipline .....	Max. 10 points	_____
Experience and Demonstrated Abilities.....	Max. 30 points	_____
Position Specific Criteria.....	Max. 20 points	_____
	Total Score:	_____

APPENDIX E

The parties have agreed to the following arbitrators for the permanent panel of AFSCME Ohio Council 8, Local 458 and Trumbull County Board of Commissioners and Trumbull County Department of Job and Family Services.

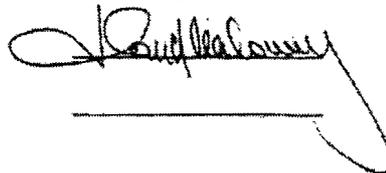
James E. Rimmel  
Robert G. Stein  
Joseph Gardner  
Patricia T. Bittel  
William J. Miller, Jr.

For the Union



A handwritten signature in cursive script, appearing to be "J. Stein", written over two horizontal lines.

For the JFS



A handwritten signature in cursive script, appearing to be "R. Miller", written over two horizontal lines.

Letter of Understanding

The Trumbull County Commissioners, for the Trumbull County Department of Job and Family Services, hereinafter "Employer" and Ohio Council 8, AFSCME Local #458 hereinafter "Union" do hereby agree to the following:

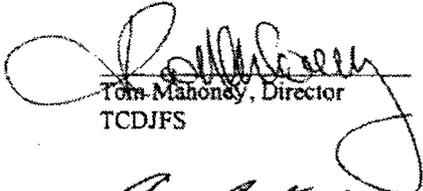
That the negotiated agreement as to Article 10 Seniority and Article 17 Disability Leave/Separation Without Pay shall be binding on all parties on the effective date of the Collective Bargaining Agreement. It is further understood and agreed that the above said negotiated agreement shall not be retroactive in use.

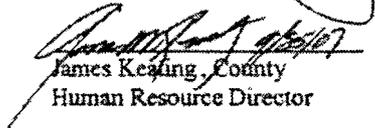
All parties agree to the contents for the Letter of Understanding.

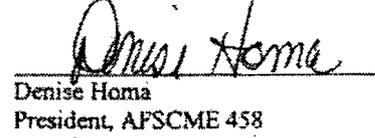
It is agreed by the parties that this Agreement shall not be precedent-setting should a similar situation arise, nor does it preclude the parties from entering into a similar agreement should the need arise in future.

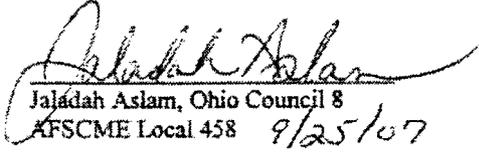
FOR THE EMPLOYER

AFSCME LOCAL 458

  
Tom Mahoney, Director  
TCDJFS

  
James Keating, County  
Human Resource Director

  
Denise Homa  
President, AFSCME 458

  
Jaladah Aslam, Ohio Council 8  
AFSCME Local 458 9/25/07

LETTER OF UNDERSTANDING

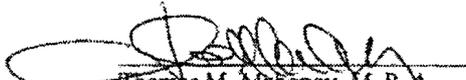
The Trumbull County Commissioners, for the Trumbull County Department of Job and Family Services, hereinafter "Employer" and Ohio Council 8, AFSCME, AFL-CIO, and Local #458 hereinafter "Union" do hereby agree to the following:

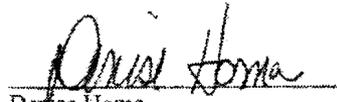
- The Employer shall have the right to place an Employee of the Employer on unpaid administrative leave for any action of gross or serious misconduct. By way of example only, gross or serious misconduct shall include but is not limited to, theft, intoxication in the work place, physical violence, threats of violence, verbal threats to co-workers, clients, or being a threat to themselves, verbally abusive or vulgar language, etc.
- The Disciplinary procedures shall be, whenever possible, completed within fifteen (15) work days. Nothing in this agreement will prevent the disciplinary procedure from being completed sooner. As circumstances arise, the parties may extend the time period for the above process by mutual agreement executed by the parties.

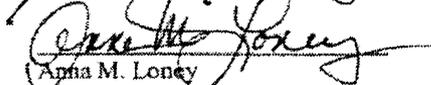
All parties agree to the contents of this Letter of Understanding. This Letter of Understanding shall ~~not~~ be binding on all parties unless modified in writing and executed by all parties approving said modification.

FOR THE EMPLOYER

AFSCME LOCAL 458

  
Thomas M. Mahoney, M. P. A.  
Director

  
Denise Homa  
President, AFSCME 458

  
  
Anna M. Loney  
Personnel Coordinator

  
Marcelle Rappitis  
Vice President, AFSCME 458

Date: Nov 14, 2007

11/14/07

**TRUMBULL COUNTY JOB & FAMILY SERVICES  
DRUG AND ALCOHOL USE  
Policy and Procedure  
(Bargaining Unit)**

**SUBJECT: Policy on Drug and Alcohol Use**

**POLICY:** Drug use in the workplace is a danger to us all. It impairs the safety, health and welfare of all employees, promotes crime and lowers production and quality.

This policy applies to all full and part-time hourly and salaried employees.

In compliance with the Ohio Bureau of Workers' Compensation Drug Free Safety Program (DFSP), Trumbull County's view on substance use is as follows:

**STATEMENT OF POLICY**

Trumbull County (hereinafter referred to as the "County") will not condone and will not tolerate any of the following workplace related behaviors by its employees:

- A. The use of illegal drugs;
- B. The use of alcohol;
- C. The sale, purchase, manufacture, transfer, use or possession of any illicit drugs, or prescription drugs obtained without a prescription; or
- D. The employee's presence at work under the influence of any drug (legal or illegal) or alcohol to the extent that job performance or safety may be affected.

The purpose of this policy is to promote safety. Any employee or applicant whose position requires testing for specific drugs or alcohol, based on established thresholds, under any law, regulation, or policy; who violates this "Drug Free Safety Policy" (hereinafter referred to as the "Policy") or Collective Bargaining Agreement may be subject to discipline, up to and including termination of employment. The implementation of discipline or of sanctions shall be the sole discretion of the County in compliance with applicable policy or law, but shall not contradict any Collective Bargaining Agreement that may be in effect.

The County will appoint a Designated Employer Representative (DER) for the "Drug Free Safety Program". This individual may authorize other employees to receive drug and alcohol test results. All communications regarding the program must be done through the identified individual(s). Confidentiality will be maintained with no information being made available without a legitimate need to know.

Affected individuals (referred to as "employees" throughout this policy) include: all regular, full-time, part-time or temporary employees; all officers and managers; all sub-contractors while performing work for the County on or off of County premises; and individuals seeking employment, where applicable.

An employee's violation of this Policy will not ordinarily be reported to any law enforcement agency with the exception that all reasonable and necessary measures will be taken to assure the safety and security of all employees and the County. Law enforcement may be called only as required by a regulatory body or criminal statute, or in conjunction with a referral for criminal prosecution.

## TESTING FREQUENCIES AND PATTERNS

General expectations of all drug and alcohol testing situations include: reporting at the designated testing location upon notification (within 2 hours if an off-site collection facility is used), providing the required specimen(s) within 2 hours, and full compliance with this policy and the procedures utilized by collections personnel and facilities. In all cases where employee safety may be an issue, the County will provide or secure transportation to the testing location.

Refusal to comply with the testing requirement, failure to provide the required valid specimen(s), or adulteration or substitution of the specimen(s) will be considered a refusal to test and will be interpreted the same as a positive test. Any such refusal subjects the individual to the full range of discipline, up to and including termination of employment or cancellation of an offer of employment.

### A. Post-Offer, Pre-Employment or New Hire Drug Testing

Effective immediately upon implementation of this Policy, all applicants are subject to post-offer, pre-employment or new hire drug testing that is conducted by a County-approved contractor. The County will decline to extend an offer of regular employment to any applicant with a verified positive test result to any illicit drug, or any refusal to test, and this applicant may not reapply for employment with the County for a period of six months.

The applicant will be given a copy of the County's "Drug Free Safety Policy" and the "Consent and Release Form". The interviewer will then give the applicant an opportunity to ask any questions he/she may have concerning the Policy or the Consent, and obtain the applicant's signature on the "Consent and Release Form".

### B. Reasonable Suspicion Testing

Reasonable suspicion testing will be performed when properly trained County management and/or supervision determines that an employee may be under the influence of an unacceptable substance (i.e., drugs and/or alcohol). This testing may be ordered at any time after this Policy has been in effect for thirty (30) days, and only after all participating County management and/or supervision have been trained. The suspicions must be documented in writing within 24 hours of the event or prior to the release of the test findings, and will be provided to the County's Medical Review Officer (MRO) for consideration when reviewing test results. Reasonable suspicion testing may be based upon, among other things:

1. Observable phenomena which may include but are not limited to: direct observation of drug or alcohol use or possession; the physical symptoms of being under the influence of a drug or alcohol; the odor of alcohol or other prohibited substances;
2. An abnormal pattern of conduct or erratic behavior which may include repeated examples of deteriorating job performance, unexplained patterns of absenteeism, tardiness, recurrent accidents, repeated violations of established safety or work rules, etc., which are not attributable to other known factors:
3. Conviction of or plea (including no contest or *nolo contendere*) to a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, manufacture, use or trafficking. The employee is responsible for notification of the County within five (5) working days of any drug-related conviction or plea.

4. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

Although reasonable suspicion testing does not require certainty, mere “hunches” are not sufficient to meet this standard. To prevent this, all supervisors will be trained in the recognition of drug and alcohol related signs and symptoms, and while testing may only be requested by at least one trained supervisor with the concurrence of a second individual (preferably a second trained supervisor) is required, except in the case of an immediate threat to the health and well-being of the Employee.

All employees are responsible for obtaining and providing a release to the County, prior to performing their regular job duties, if they are placed on any medication that may impair their normal functioning. The employee must ask the provider to clarify and provide documentation of any restrictions regarding their safety in performing their regular duties.

The first priority of the County is to remove the employee suspected of abusing controlled substances of alcohol from the work environment. This shall be done to prevent the employee from causing harm to himself or herself, other individuals in the workplace, or anyone else.

A trained supervisor or County official shall instruct the employee under suspicion to accompany him/her to a private area that is removed from the individual employee’s co-workers, and any transportation required for testing will be the responsibility of the County. If the employee is sent home, he/she must call someone for a ride or be driven home from the County property. If the employee attempts to drive self home, the police will be informed for the employee’s, and others, protection.

The employee will be paid for the time off for a reasonable cause test, if the test is negative. The employee will not be paid if the test is positive, with the exception that Collective Bargaining Agreement language shall take precedence in such matters.

#### C. Post Accident Testing

An accident, for the purposes of this policy, may include but is not limited to: an unplanned, unexpected, or unintended event that occurs during the employee’s workday and in relation to the County’s business. In addition to personnel, it may involve personal or business property/equipment or vehicles used in the performance of the employee’s job.

Post accident drug and alcohol testing is mandatory in all cases for all individuals who may have caused or contributed to an “on-the-job” accident which meets any of the following criteria:

1. A fatality results from the accident;
  2. An employee is at fault in an employment-related accident that causes bodily injury requiring off-site medical treatment of the employee or another person;
  3. An employee is at fault in an employment related accident that results in significant property damage, exceeding \$1000.00; or
  4. An employee is cited in an employment related vehicular accident that results in damage that exceeds \$1000.00.
- \* Refusal to submit to a test does not impact the right of an employee to file a workers’ compensation claim.

Specimen collection is to occur as soon as possible after a need has been determined, and any necessary medical attention has been rendered, in accordance with C-(1) through C-(4) above. Every reasonable effort shall be made to assure that the total elapsed time before a drug specimen has been collected does not exceed thirty-two (32) hours. Alcohol testing will be performed within eight (8) hours of the employment-related incident, or not performed, but documentation of the reason for non-testing is required.

Any employee at fault or cited in an employment related accident expressly grants unto the County, its officers and management, the right to request that attending medical personnel or collection personnel obtain appropriate specimens (breath/blood and/or urine) for the purpose of conducting alcohol and/or drug testing. Employees required to undergo post-accident testing expressly grant unto the Designated Employer Representative, access to any and all medical information that may be relevant in conducting a complete and thorough investigation of the employment-related accident, to include but not limited to, a full medical report from the examining physician(s) or other healthcare providers.

The refusal of an employee to allow the collection of these specimens, any attempt to block the release of the results of any substance abuse tests taken, or failure to report a work- related accident, will be considered and managed the same as a refusal to test.

Employees are specifically required to timely file a "First Report of Injury" (FROI) with the County for any injury related to their employment in compliance with our on-the-job injury policy.

#### D. Random Drug Testing

The County has contracted with a collection contractor to perform the periodic selection of employees from the employment pool of Trumbull County Job & Family Services to be tested. This non-County testing entity will ensure that all employees have an equal statistical likelihood of being selected for random testing. In accordance with Ohio Bureau of Workers' Compensation Advanced Level requirements, 15 percent of the average annual total work force will receive random drug testing, as applicable.

In order to implement mandatory random drug testing, the County will provide employee identification information to the non-County testing entity for use in the random selection database. The entity will, in turn, furnish the County with a list of individuals to be tested for each selection period.

Any employee refusing to participate in random testing will be subject to termination.

#### E. Follow-Up Testing

Effective immediately upon implementation of this policy, certain employees will be subject to follow-up testing prior to being permitted to return to work. Employees who test positive for prohibited substances will be subject to no-notice follow-up testing at any time for a period not exceeding two (2) years from the date of the initial positive test. A minimum of four follow-up tests will be required within the first year following the negative return-to-duty test. A positive result on any of these follow-up tests may result in the employee being immediately terminated from the County for cause.

Other employees that may be subject to this testing include those individuals who have self-reported a drug abuse problem, received substance abuse treatment and are released to return to work.

## DRUG TESTED / CUT OFF LEVELS

The testing procedures will seek to identify the presence of the following controlled substances that may be present: (A negative screening test, EMIT or other form of immunoassay, is considered a negative test)

Drug Class	Screening Test Level	Confirmation Test Level	Confirmation Method
Amphetamines	500 ng/mL	250 ng/mL	GC/MS
Barbiturates	300 ng/mL	300 ng/mL	GC/MS
Benzodiazepines	300 ng/mL	300 ng/mL	GC/MS
Cocaine metabolites	150 ng/mL	100 ng/mL	GC/MS
Marijuana metabolites	50 ng/mL	15 ng/mL	GC/MS
Methadone	300 ng/mL	300 ng/mL	GC/MS
Opiates	2000 ng/mL	2000 ng/mL	GC/MS
Phencyclidine	25 ng/mL	25 ng/mL	GC/MS
Propoxyphene	300 ng/mL	300 ng/mL	GC/MS
MDMA/Ecstasy	500 ng/mL	250 ng/mL	GC/MS
6-Acetylmorphine	10 ng/mL	10 ng/mL	GC/MS

These detection thresholds consistent with available technology have been established by the *Department of Health and Human Services (DHHS) / the Substance Abuse and Mental Health Services Administration (SAMHSA)* for each of the drug groups listed above. These detection thresholds will be used uniformly in the interpretation of all drug screens/drug confirmations, whether for a post-offer, pre-employment or new hire examination; random examination; post –accident examination, reasonable suspicion examination; or follow-up examination. Only Department of Health and Human Services, DHHS/SAMHSA, certified laboratories will be utilized for drug confirmations.

Alcohol testing will be conducted by the contractor utilizing only certified equipment and/or testing methods and personnel. Alcohol concentrations exceeding 0.02 gm% on the screening test will require a breath alcohol confirmation test. A breath alcohol confirmation result equal to or greater than 0.04 gm/210 liters of breath will be considered a verified positive result. In the event of an accident where an employee has a “whole blood” alcohol drawn at a medical treatment facility, a result equal to or greater than 0.04 gm% shall be considered to be a verified positive result.

The County also expressly reserves the right to add or delete substances on the list set forth in the “Drug Tested / Cut Off Levels” section of this Policy if mandated by changes in existing Federal, State, or local regulations or legislation.

An Individual who tests positive for drugs or self reports drug use:

- Must be evaluated by a substance abuse professional.
- Must comply with all treatment recommendations.
- Must undergo a “return to duty” drug test resulting in a negative test result prior to returning to the job.
- Must receive follow-up tests as determined by the treatment facility with no less than four (4) tests the first year.

An Individual who tests positive for alcohol or self reports suspected problems:  
(Test results for alcohol 0.02 BAL or greater, but less than .04 BAL)

- Shall not be permitted to work until the employee's next scheduled duty period, but not less than 24 hours following the test.

(Test results for alcohol 0.04 BAL or above)

- Must be evaluated by a substance abuse professional.
- Must comply with all treatment recommendations.
- Must undergo a "return to duty" alcohol test resulting in a test level of less than 0.02.
- Must be randomly tested as determined by the treatment facility with no less than four (4) random tests the first year.

NOTE: Employees using a prescribed medication that may impair the performance of job duties, either mental or motor functions, must have a "Fitness for Duty Slip" from their doctor showing that they are capable of performing their assigned tasks. For the safety of all employees, the County will consult with you and your physician to determine if a reassignment of duties is necessary. However, if a reassignment is not possible, you will be placed on a temporary medical leave until released as fit for duty by the prescribing physician. Reassignment of duties will not be done where it conflicts with a Collective Bargaining Agreement. The County will not condone the inappropriate and/or misuse of legal prescriptions or over the counter drugs.

### **SPECIMEN COLLECTION PROCEDURE**

The drug and alcohol testing for the County shall be done only by trained collection personnel who meet quality assurance and chain-of-custody standards for urine collection procedures, alcohol testing and strict confidentiality requirements.

Any individual subject to testing under this Policy shall be permitted to provide urine specimens in private, but subject to controls designed to minimize any invalidity in the testing process such as alteration or substitution of the specimen provided. In the event that the collector feels the collection process has been compromised, a witnessed void will be conducted utilizing a same gender witness. Alcohol testing will likewise be done in an area that affords the individual privacy. In all cases, there will only be one individual tested at a time.

#### **A. Employee's Rights Related to an Initial Positive Test Results:**

In the event that an employee tests positive for any drugs or alcohol as prohibited in this Policy, the employee will be given an opportunity to explain the findings to the Medical Review Officer (MRO) prior to the issuance of a report of a positive test result to the County.

Accordingly, upon receipt of a confirmed positive finding, the MRO shall contact, or attempt to contact, the employee by telephone or in person. If contact is made by the MRO, the MRO shall inform the employee of the positive findings and give the employee an opportunity to rebut or explain the findings.

The MRO can request information on recent medical history and on medication taken within the last thirty (30) days by the employee. In the event that the MRO finds support in the explanation offered by the employee, the employee may be asked to provide documentary evidence to support the employee's position (for example, the names of treating physicians, pharmacies where prescriptions have been filled, etc.) A failure on the part of the employee to provide such documentary evidence will result in the issuance of a positive report by the MRO with no attendant medical explanation. A medical disqualification of the employee will result.

If the employee fails to contact the MRO within three (3) days of having been instructed to do so, the MRO will issue a positive report to the County. Since no contact with employee was possible, no medical explanation can be provided and the employee shall forego the right to offer a defense to the positive test finding. A medical disqualification shall result, subject to re-test provisions set forth in the MRO's report.

B. Split Specimen:

An Employee wishing to request a re-test must do so within three (3) days of learning that the first test was positive. Employees will be required to pay for the cost of the re-test before the specimen is shipped to a different DHHS / SAMHSA -Certified Laboratory than the one that analyzed the first specimen. Our Medical Review Officer determines to which Lab the split specimen will be sent. If the result comes back negative, the Employer will reimburse the employee for the cost of the test that the employee paid prior to the test. The same paperwork and procedure protections used for the first test will be utilized for the split specimen. The Laboratory that collects the initial screen is responsible to split the specimen.

C. Report of Results:

All test results will be reported to the MRO prior to the results being issued to the County. The MRO will receive from the DHHS /SAMHSA testing laboratory a detailed report of the findings of the specimen. Each drug for which the individual was tested and alcohol will be listed along with the results of the testing. The County will receive a summary report, and this report will indicate that the employee passed or failed the drug/alcohol test.

All of the above procedures are intended to be consistent with the most current guidelines for the Medical Review Officer (MRO) that are published by the Federal Department of Health and Human Services.

D. Confidentiality:

All parties to this policy and program have only the interests of employees in mind and therefore encourage any employee with a substance abuse problem to come forward and voluntarily accept the County's assistance program in dealing with this illness. An employee assistance program will provide guidance and direction for you during your recovery period.

**Any employee who self reports a problem with alcohol or drugs will be considered the same as a person who test positive and will follow the same procedures as a person testing positive as set forth in this policy.**

All actions taken under this policy and program will be confidential and disclosed only to those with a "need to know".

The program will be in compliance with all federal, state and local laws or regulations. An Employee's violation under the DFSP Policy shall not be reported to law enforcement officials unless required by a regulatory body or by criminal law provisions. Law enforcement authorities may be contacted and requested to come onto the County's premises, when appropriate, in conjunction with a referral for criminal prosecution.

When a test is required, the specimen will be identified by a code number -- not by name -- to insure confidentiality of the donor. Each specimen container will be properly labeled and made tamper proof. The donor must witness this procedure.

Unless an initial positive result is confirmed as positive, it shall be deemed negative and reported by the laboratory as such.

The handling and transportation of each specimen will be properly documented through strict chain of custody procedures.

The County will bear the cost of all testing procedures with the exception of a retest. An employee that tests positive for any drug as prohibited herein has the right to have a retest done on the original split specimen. This retest may be authorized by the MRO only with the employee's written request received within three days of their notification of a positive result. The employee is responsible for the prepaid expense at the provider's current rate, and the testing must be performed by a DHHS / SAMHSA certified laboratory. Retesting will not delay the report of the positive result to the County and the result of the retest will also be released to the County.

To protect the confidentiality of the employee, all records of drug and alcohol testing will be stored separate and apart from the employee's general personnel documents. Access to these records shall be limited to designated County officials. The information contained in these files shall be utilized only to properly administer this Policy and to provide to auditing or certifying agencies for review as may be required. Those designated County officials that shall have access to these records are charged with the responsibility of maintaining the confidentiality of these records. Any breach of confidentiality with regard to said records may be a terminable offense. Any employee tested under this Policy has the right to review and/or receive a copy of their test results.

E. Discipline:

1. Each employee will be required to sign a consent and chain of custody form, assuring proper documentation and accuracy. If an employee refuses to sign a consent form authorizing the test, employment by the County may be terminated.
2. No employee shall refuse to submit to a pre-employment, post-accident, reasonable suspicion, or follow-up test. Refusal may result in termination.
3. If the Employee fails to complete the requirements of the rehabilitation program and is removed from the program or fails any post rehabilitation or subsequent drug or alcohol test, the employee may be terminated.
4. Any employee attempting to manipulate the drug/alcohol testing process, such as trying to adulterate, modify or substitute a specimen will be discharged. The use of masking agents is prohibited and may result in termination.
5. Any employee convicted of violating a criminal drug statute must inform the DER of such conviction (including pleas of guilty and nolo-contendre) within five (5) days of the conviction occurring. Failure to inform the County subjects the employee to disciplinary action, up to an including termination for the first offense.
6. An individual that tests for alcohol between the .02 and <.04% Level will receive progressive discipline as follows:

First Offense – Will be off for 24 hours.

Second Offense – Will be suspended without pay for 3 days.

Third Offense – Will be terminated.

Note: progressive discipline as listed in any applicable Collective Bargaining Agreement shall supercede the above.

7. Failure to report use of a prescribed medication to the MRO prior to the test that impairs the safety of an individual and co-workers prior to the issuance of a report will be considered a positive test.
8. **Employees who recognize that they have a substance abuse problem may self report. Employees who seek voluntary assistance for drug and alcohol abuse may not be disciplined for seeking such assistance for a first time problem. All requests from employees for such assistance shall remain confidential. Employees at their option shall be entitled to take sick leave, vacation leave, compensatory leave or leave without pay during absences required as part of their rehabilitation process.**

### REHABILITATION

The County will grant a one (1) time only paid (if accrued time is available) leave of absence so that an employee can participate in a medically recognized rehabilitation program. If the County is able to provide an Employee Assistance Program (EAP), we will assist the employee in obtaining information concerning providers of assistance services and will update this information as changes occur. The County will assist the employee in determining the coverage provided for these services by their insurance, as applicable. In those cases where an employee successfully completes a mandated rehabilitation program, the County shall retain the right to perform no-notice follow-up drug or alcohol testing as recommended by the treating substance abuse professional and as agreed to in the employee's return-to-work agreement. In all cases, there will be at least 4 (four) follow-up tests in the first calendar year following their return to work. Any refusal by the employee to undergo required follow-up drug or alcohol testing will result in their immediate termination for cause.

### TERMINATION NOTICES

Generally, any release of information related to drug and alcohol testing and the results of that testing beyond the MRO or DER require the informed, written consent of the individual. In those cases where drug and alcohol testing results in the termination of an employee, all termination notices will list "misconduct" as the reason for termination. Termination shall be deemed "for cause", and may limit the individual's right to unemployment or workers' compensation eligibility. However, suspensions, leaves of absence, or terminations based on violations of this policy may require that this information be presented as evidence for the County in actions related to benefits payments without being considered a violation of confidentiality.

### EDUCATION

The County recognizes the pervasive nature of substance abuse in today's society and desires to provide its employees with information pertaining to this problem. As such, all employees will be required to participate in the County-sponsored education programs. These programs will be provided for all employees and attendance shall be mandatory. All training will be conducted by appropriately credentialed educators who will cover program, policy and practice considerations of Bureau of Workers' Compensation drug testing. In addition, as they become available, the County will endeavor to provide educational materials to its employees.

All employees will take part in the one (1) hour initial training, prior to program implementation or within four (4) weeks of hire on the policy, the disease model for alcohol and drugs, signs and symptoms of substance use/abuse, and the effects of commonly used drugs in the workplace. Additionally, all affected employees are required to attend one (1) hour annual refresher training provided by the County with no loss of pay.

All supervisors and designated union officials and stewards will receive an initial two (2) hours of informational, problem recognition, policy administration and skill building training, and will be included in the one (1) hour employee training. All supervisors and designated union officials and stewards will then receive two (2) hours of supervisor refresher/update training and participate in the one(1) hour employee annual refresher training.

### **ADMINISTRATION**

The Human Resources Director (or Designee) will be responsible for the administration and enforcement of this policy. As such, he/she will be the DER referenced in the policy. The DER will not be changed by the County without notice to all affected County employees.

**This New “Drug and Alcohol Free Safety” Policy will be effective January 1, 2012.**

**EMPLOYEE AFFIRMATION**

Trumbull County certifies that it will provide a drug free workplace to its employees in compliance with the Drug Free Safety Program of Ohio Bureau of Worker's Compensation. In addition, employees will receive on-going education about the County's Drug Free Safety programs and the dangers of drug use. The County will also provide supervisory and Union training to assist in identifying and addressing illegal drug use by employees.

By signing below, the undersigned certifies that they have:

1. Read and understand the "Drug and Alcohol Policy Statement" and agree to abide by its full terms.
2. Read and understand the "Compliance with the Drug Free Safety Act" statement and agree to abide by its full terms.
3. Agreed to make a good faith effort to continue to maintain a drug and alcohol free workplace.
4. Been provided with a written copy of this policy.

\_\_\_\_\_  
NAME (PRINT)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

**TRUMBULL COUNTY  
CONSENT & RELEASE FORM FOR EMPLOYEES / APPLICANTS**

I, \_\_\_\_\_ (applicant or employee name), as an employee/applicant of Trumbull County, hereby acknowledge that the County's policy requires me to submit to urine drug testing and/or breath alcohol testing.

I further understand that the purpose of this analysis is to determine or rule out the presence of non-prescribed or prohibited dangerous controlled substances in my system.

I hereby freely and voluntarily consent to this request for a urine sample and/or breath alcohol test, and agree to participate in the testing program.

I hereby and herewith release Trumbull County, its employees, agents and contractors from any and all liability whatsoever arising from the outside agent completing the actual testing procedures, and from decisions made because of those test results concerning my application for employment, or continuation of, employment based on results from the analysis.

I agree to cooperate in all aspects of the testing program.

I hereby authorize the release of my drug and/or alcohol test results to the Contractor's Medical Review Officer (MRO), and/or to the County's examining physician, as provided by the County's Policy.

I further acknowledge that the County has provided me with an opportunity to ask questions related to its drug and alcohol testing program and that all my questions have been answered.

Employee / Applicant Signature:

\_\_\_\_\_

Employee / Applicant Printed Name:

\_\_\_\_\_

Signature of Witness:

\_\_\_\_\_

Printed Name of Witness:

\_\_\_\_\_

Date of Signatures:

\_\_\_\_\_

Department:

\_\_\_\_\_