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STATE EMPLOYMENT  
RELATIONS BOARD

SEP 13 2012

DEFIANCE COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
AFSCME, LOCAL 1650

Effective September 1, 2010 through August 31, 2013

(2)

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**ARTICLE 1**  
**PREAMBLE**

Section 1.1. This contract sets forth the agreements between the Defiance County Department of Job and Family Services, herein referred to as "Employer" and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, and Local 1650, herein referred to as the "Union" which represents employees of Defiance County Job and Family Services Department as specified herein, has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth the full and the complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

**ARTICLE 2**  
**UNION RECOGNITION**

Section 2.1. The Employer recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in Case Number 84-RC-05-1292, including:

All employees of the Defiance County Department of Job and Family Services including all Telephone Receptionist, Unit Support Worker 2, Fiscal Specialist, Social Services Worker 2, Eligibility Referral Specialist 2, Clerk Specialist 3 and 4.

But, excluding:

All management-level employees, seasonal, confidential, fiduciary employees and supervisors as defined in the Act, including Director, Workforce Development Admin./Supervisor, Eligibility Referral Specialist Supervisor 2, Social Service Supervisor 2, Administrative Assistant, Fiscal Supervisor, Business Administrator and Program Administrator.

Section 2.2. The Employer will not recognize any other union as the representative for any employee within the bargaining unit referenced above during the term of the Agreement unless such other organization is so certified by the State Employment Relations Board.

Section 2.3. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit. Except, should the County Job and Family Services Director create any new classification, the parties shall meet to determine whether such new or retitled classification should be included in the bargaining unit. In the event the parties are unable to reach an agreement, the dispute shall be submitted to the State Employment Relations Board.

**ARTICLE 3**  
**UNION SECURITY**

Section 3.1. The Employer agrees to deduct Union membership dues or fair share fee in accordance with this Article for all employees eligible for the bargaining unit.

Section 3.2. The Employer agrees to deduct regular Union membership dues, initiation fees or assessments once each month from the pay of any employee. The signed payroll deduction form must be presented to the employer by the employee or Union official. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3.3. For the duration of this Agreement, the Employer agrees to remit the dues deducted from eligible bargaining unit employees' pay, in accordance with this Article once each month to the individual officer as designated by the Union, in writing, the Comptroller of AFSCME, Ohio Council 8.

Section 3.4. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their deposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.5. The Employer shall be relieved from making such individual "check off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the dues check off in accordance with its terms.

Section 3.6. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 3.7. The parties agree that neither the employees nor the Union shall have claims 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 was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 3.8. The rate at which dues are to be deducted shall be certified in writing to the payroll clerk.

Section 3.9. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 3.10. All employees hired prior to or after July 1, 1986, who do not become members in good standing of the Union, shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire.

Effective September 1, 1986, all employees in the bargaining unit, who sixty (60) days from the date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union, the Comptroller of AFSCME, Ohio Council 8.

Section 3.11. The fair share fee amount shall be certified to the Employer by the Treasurer of the Local Union. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. Payment to the Union of fair share fees shall be made in accordance with the regular dues deduction as provided in this Article, Section 3.9.

Section 3.12. The Union agrees to hold harmless the Employer against any and all claims which may arise in the Employer's implementation of the fair share provision.

#### **ARTICLE 4** **MANAGEMENT RIGHTS**

Section 4.1. Except insofar as this Agreement expressly provides otherwise, the County reserves and retains solely and exclusively each of its statutory and common law rights express and inherent to operate, manage, and direct the Department of Job and Family Services (herein sometimes referred to as 'Department'). Such rights shall include, but not limited to, the following:

Section 4.2.

- A. To determine all matters of managerial policy which include, but are not limited to, areas of discretion or policy such as functions, services, and programs of the Department; its available funds and its budget; and the standards, methods, means, and procedures by which employees shall be required to perform the functions, services, and programs of the Department.
- B. To hire, appoint, evaluate, promote, assign, schedule, reschedule, transfer, layoff, train, retrain, suspend, demote, discipline, remove, dismiss for just cause, retain, or reinstate employees;
- C. To determine educational and qualification standards for vacant positions;
- D. To direct, supervise, and manage the work force; to determine the efficiency and effectiveness of the work force; to determine the size, composition, and adequacy of the work force; and to select the personnel by which the Department operations shall be carried out;
- E. To maintain or increase the efficiency and/or effectiveness of Departmental services; to relieve employees from their duties or abolish positions because of lack of funds or lack of work, or in order to maintain or increase the efficiency and/or effectiveness of the department services; and to schedule overtime; and
- F. To take action deemed necessary to carry out the functions, services, and programs of the Department in an emergency.

**ARTICLE 5**  
**UNION REPRESENTATION**

Section 5.1. Representative(s) of the Union shall be admitted to the Employer's facilities for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Union's representative shall identify himself and obtain clearance from the Employer or the Employer's designated representative in the unit (Social Services and Income Maintenance) involved before contacting the employee.

Section 5.2. The Employer shall recognize the employee designated by the Union to act as a Union Steward for the purpose of representation as outlined under this Agreement.

Section 5.3. The Union shall provide to the Employer an official roster of its officers and the local Union Steward which is to be kept current at all times, and shall include the following: Name, address, home telephone number, immediate supervisor and Union office held. No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 5.4. The investigation and writing of grievances shall be on duty time. Grievance hearings shall be scheduled during an employee's regular duty hours, and the employee shall not suffer any loss of pay while attending the hearing. The Employer shall designate a secure location for the Union to meet to discuss grievances. Grievance meetings between Union representatives shall only be conducted in this designated area.

Section 5.5. Rules governing the activity of Union representatives are:

- A. The Union agrees that no official of the Union, employee, or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.
- B. The Union shall not conduct Union activities in any work area(s) without first notifying the Employer or his designee in charge of that area(s) of the nature of the Union activity.
- C. The Union employee official will cease unauthorized activities immediately upon the request of the supervisor of the area where the unauthorized activity is being conducted or upon request of the Employer's immediate supervision.
- D. Consult with the Employer, his representative, local Union officers, or other Union representatives concerning the enforcement of any provision of this Agreement.
- E. A Union employee official abusing the rules of this Section is subject to disciplinary action.

**ARTICLE 6**  
**GRIEVANCE PROCEDURE**

Section 6.1. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance

procedure be used to effect changes in the articles of this Agreement or those matters which are controlled by the provisions of Federal and/or State laws and/or by the Constitution of the United States or the State of Ohio.

Section 6.2. If specific administrative agency relief of judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio, or the United States for review or redress of a specific matter (limited to Workers' Compensation, Unemployment Compensation, E.E.O.C., Civil Rights Commission) such matters may not be made the subject of a grievance and may not be processed as such. The employee and his representative may meet with the Employer in an effort to resolve the matter prior to an appeal through such agency.

Section 6.3. All grievances must be presented at the proper step and time in progression, in order to be considered at the next step.

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

Any grievance not answered by the Employer's representative within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits set forth herein may only be extended by mutual agreement.

Section 6.4. A grievance must be submitted to the formal grievance procedure within seven (7) calendar days after the grievant knows, or should have known, the facts giving rise to the grievance.

Section 6.5. All written grievances must contain the following information to be considered:

1. Aggrieved employee's name and signature;
2. Date grievance was filed in writing;
3. Date and time grievance occurred;
4. Where grievance occurred;
5. Description of incident giving rise to the grievance;
6. Articles and Sections of the Agreement violated; and
7. Desired remedy to resolve grievance.

Section 6.6. The following steps shall be followed in the process of formal grievance:

(Formal)

Step 1. The grievance must be submitted, in writing, to the supervisor or his designee within the time limits set forth in Section 7.4 herein. It shall be the responsibility of the supervisor or his designee to investigate the matter, hold a hearing if deemed necessary, and provide a written response within seven (7) calendar days following the day on which the supervisor was presented the grievance. The employee may be represented by the local Union steward at this step, if the employee so desires.

(Formal)

Step 2. If the grievance is not resolved in Step 1, it may then be appealed by the grievant in writing to the Agency Director within seven (7) calendar days from the date of the Step 1 response. Within seven (7) days of the dates of appeal there shall be a meeting between Agency Director or his designated representative and the aggrieved employee, with a representative of the Union, if the employee desires. The Agency Director shall respond to the aggrieved within fourteen (14) calendar days.

Step 3. Arbitration

If the grievance is not satisfactorily resolved at Step 2, it may be submitted to Arbitration upon request of the Union in accordance with this Article.

The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. Within fourteen (14) calendar days from the date of final answer on such grievance under Step 2, in the grievance procedure, the Union shall notify the Employer, in writing, of its intent to seek arbitration over an unadjusted grievance. The representatives of the parties (the Union and the Employer) shall schedule a meeting to be held within fourteen (14) calendar days after notification of a request to arbitrate to begin with selection procedures outlined below. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. Any grievance not submitted or processed within the calendar day periods described above shall be deemed settled on the basis of the last answer given by the Employer.

After receipt of a request to arbitrate, a representative of each of the parties (the Union and the Employer) shall attempt to agree on an arbitrator. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel of five (5) arbitrators. The parties shall alternately strike the names of the arbitrators until only one remains. The party requesting arbitration shall strike the first name. Either party may have one opportunity to reject the list and request from FMCS another list of five (5) names.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of specific articles in this Agreement. He may not modify or amend the Agreement.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's scope of authority or jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be binding. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument.

The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, or any other fees of the arbitrator or the cost of a hearing room shall be borne by the

losing party. The expenses of any witnesses, if any, shall be borne, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees split equally if both parties desire a reporter, or request a copy of any transcripts.

Notwithstanding the foregoing, the parties agree that oral and written reprimands may not be submitted to arbitration.

Section 6.7. When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union representative will be notified of his right to be present at the adjustment.

Section 6.8. The Union shall use a grievance form which shall provide the information outlined in Section 7.5. The Union shall have the responsibility for the duplication, distribution, and accounting of the grievance forms. The approved and agreed upon grievance form appears as Appendix A of this Agreement.

## **ARTICLE 7** **DISCIPLINE**

Section 7.1. Disciplinary action shall only be imposed for just cause and may be over-turned or modified if it is arbitrary and capricious. Forms of disciplinary action may include:

- A. Instruction And Cautioning
- B. Written Reprimand
- C. Suspension Without Pay
- D. Discharge From Employment

Section 7.2. Anytime the Employer or any of his representatives has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 7.3. Whenever the Employer or his designee determines an employee's conduct may warrant a suspension, reduction or termination, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. An Employee may be represented at a pre-disciplinary conference by the Union.

Section 7.4. Disciplinary actions may be appealed through the grievance procedure in accordance with the Grievance Procedure Article.

Section 7.5. The employees shall receive a copy of any discipline that is placed in their file.

Section 7.6. Disciplinary action shall be imposed within a reasonable period unless an investigation is pending.

Section 7.7. The parties agree that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no jurisdiction concerning discipline of bargaining unit members.

**ARTICLE 8**  
**SENIORITY/PROBATIONARY PERIOD**

Section 8.1. For employees hired after September 1, 2010 seniority as that term is used in this Agreement, is defined as an employee's length of uninterrupted continuous service, except for purposes of layoff and recalls and job biddings, with a Defiance County Job and Family Services Department as a full-time employee. Seniority is computed from the employee's last date of hire. An employee's seniority shall be credited upon his successful completion of his probationary period.

Section 8.2. Seniority shall be used for the purposes as described in the various Articles of this Agreement.

Section 8.3. An employee shall lose all previously accumulated seniority for any of the following reasons:

- A. Retirement
- B. Resignation
- C. Sustained discharge
- D. Layoff lasting more than 12 months
- E. Failure to return to work after the expiration of an approved leave of absence
- F. Failure to report to work after recall from a layoff.

Section 8.4. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer. The length of the probationary period shall be one-hundred and eighty (180) days.

A newly hired probationary employee may be terminated any time during his probationary period and shall have no appeal over such removal.

No leave time, except for accrued sick leave and compensatory time, will be paid for any reason during the employee's initial probationary period. When the employee successfully completes his/her initial probationary period vacation time earned retroactive will be accrued and properly recorded on the employee's records.

Section 8.5. A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion. The length of the probationary period shall be one-hundred and eighty (180) days. An employee going from a part-time position to a full-time position need not serve a probationary period if the employee is remaining in the same classification.

A part-time employee going to a full-time position may be returned to his prior part-time position during his probationary period.

Section 8.6. Part-time employees, who work a portion of each normal working day, shall have their probationary period determined by the number of calendar days following appointment in the same manner as full-time employees. Employees who work an irregular schedule or who work less than the normal number of

working days per week shall have their probationary period determined on the basis of the number of calendar days actually worked comparable to a full-time employee.

Section 8.7. An employee failing to successfully complete his/her promotional probationary period by receiving an unsatisfactory rating on his/her evaluation, shall be returned to his/her former position.

## **ARTICLE 9 LAYOFF AND RECALL**

Section 9.1. If a layoff is anticipated, the Employer shall notify the Union of the impending layoff. The Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff of bargaining unit employees.

Section 9.2. The Employer may lay off employees due to lack of work, lack of funds, or job abolishment. Affected employees shall receive notice of any layoff fifteen (15) calendar days prior to the effective day of layoff.

Section 9.3. The Employer shall determine in which classification layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in order of seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

Section 9.4. Any employee receiving notice of layoff shall have five (5) calendar days following receipt in which to exercise his right to bump any less senior employee within the same classification series, or other classification in which the employee held previous seniority within the last twenty-four months, provided the more senior employee does possess the skill, ability and qualifications to perform the work. An employee who is bumped from his position shall have five (5) calendar days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability and qualifications to bump another employee within the same classification series, or other classification in which the employee held previous seniority, shall be laid off and placed on the appropriate recall list.

Section 9.5. When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees from layoff, by certified mail, within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for twenty-four (24) months from the effective date of layoff. Recall is limited to the original classification from which the employee was laid off.

Section 9.6. Notice of recall shall be sent to the employee by certified mail or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 9.7. The recalled employee shall have five (5) calendar days following the date of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the employee's notification of intention to return to work.

Section 9.8 The parties agree that the Department of Administrative Services and the State Personnel Board of Review shall have no jurisdiction concerning the layoff of bargaining unit members.

**ARTICLE 10**  
**SICK LEAVE**

Section 10.1 Each employee shall be entitled to four and six-tenths (4.6) hours with pay of sick leave for each completed eighty (80) hours of service. Employees working less than eighty (80) hours shall accrue a pro-rated amount of sick leave.

Section 10.2. Employees may use sick leave, upon approval of the Employer, for absence due to personal illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and illness, injury, of the employee's immediate family requiring the presence of the employee.

Section 10.3. Unused sick leave shall be cumulative without limit.

Section 10.4. When sick leave is used, it shall be deducted from the employee's credit in minimum increments of one quarter (1/4) hour on the basis of absence from previously scheduled work.

Section 10.5. The previously accumulated sick leave of current employees who previously separated from the public service shall be maintained to their credit following re-employment in the public service, provided that such re-employment took place within ten (10) years of the date on which the employee was last terminated from public service. Except, deduction shall be made for any payment or credit granted by the previous employer.

Section 10.6. The Employer shall require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave.

Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 10.7. The Employer may require a physician's certificate in the event the employee's use of sick leave or ability to return to work is in question.

Section 10.8. The Employer may require an employee to take an examination, conducted by a physician selected by the Employer to verify physical or mental capability or inability to perform the duties of the position provided the Employer has reason to believe the employee is incapable of performing his duties or is abusing sick leave privileges. This examination will be paid by the Employer.

Section 10.9. An employee who requests sick leave shall notify the Employer prior to starting time.

Section 10.10. For purpose of this policy, the 'immediate family' is defined as, only mother, father, grandparents, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-

in-law, spouse, child, grandchild, a legal guardian or other person who stands in the place of a parent (locus parentis).

Section 10.11. Upon retirement by an employee, who has ten (10) years or more of Civil Service time, the appointing authority shall authorize payment of twenty-five percent (25%) of the employee's accrued but unpaid sick leave, up to a maximum payment equal to thirty (30) days pay.

## **ARTICLE 11** **PERSONAL LEAVE**

Section 11.1 Upon prior approval by the Employer's designated representative, a bargaining unit employee who has completed the initial probationary period may use, during a contract year, up to three (3) days as personal days off. Use of these days must be designated and approved in advance of taking the days off. These days must be used in the contract year and cannot be accumulated.

Probationary employees shall receive a pro-rated amount of personal leave based on the date they complete the initial probationary period.

Employees who complete their probationary period with eight or more months remaining in the contract year shall receive three personal leave days. (e.g. Sept. 1 through December 31)

Employees who complete their probationary period with at least four months remaining in the contract year shall receive two personal days. (e.g. Jan.1 through April 30)

Employees who complete their probationary period with four months or less remaining in the contract year shall receive one personal day. (e.g. May 1 through Aug.31)

## **ARTICLE 12** **PERSONNEL FILES**

Section 12.1. Each employee may inspect his personnel file which is maintained by the Employer at any reasonable time during normal business hours provided that his review does not interfere with the discharge of the employee's regular duties. An employee shall have the right, upon written request, to receive a copy of any materials placed in his personnel file.

Section 12.2. Records of instruction and cautioning shall cease to have force and effect six (6) months provided no intervening discipline has occurred. Records of written reprimands shall cease to have force and effect after twelve (12) months providing no intervening discipline has occurred. Any record of more severe discipline shall cease to have any force or effect eighteen (18) months from the date of issuance provided there is no intervening discipline.

**ARTICLE 13**  
**LEAVES OF ABSENCE**

Section 13.1. At the discretion of the Director, an employee may be granted a leave of absence without pay up to six (6) months for illness, disability, recuperation there from after having exhausted his sick leave, and other emergencies or valid reasons. Under no circumstances will any leave of absence be granted for the purpose of working elsewhere including self-employment. Unpaid personal leaves are not intended to be used as an extension of vacation.

Section 13.2. The Employer shall decide in each individual case if a leave of absence is to be granted, within the limitations of the Agreement. A leave of absence, without pay shall be requested on a standard form designated by the Employer. A leave of absence for other than medical emergencies must be requested, if possible, at least ten days in advance and is subject to approval of the Employer. Before submitting a request for a personal leave of absence to the Director, the employee must first make a request to his/her immediate supervisor who will make a recommendation of approval or disapproval to the Director.

Section 13.3 The Employer shall comply with all applicable provisions of State and Federal law concerning military leave.

Section 13.4. The Employer shall promulgate a Family and Medical Leave policy that is consistent with the requirements and authorities of the Employer under federal law. Family and medical leave may be coextensive with other leaves provided for in this Agreement (e.g. vacation, sick leave, etc.).

**ARTICLE 14**  
**TRANSFERS, JOB POSTING AND BIDDING PROCEDURES**

Section 14.1. Whenever the Employer creates a new position or determines a vacancy exists which the Employer desires to fill, a bid notice shall be posted by the Employer at each work location or sent to each employee advising that applications will be accepted from employees who are interested in the position. A Groupwise e-mail to all employees shall constitute notice of a job posting.

Section 14.2. The bid notice shall specify the title of the position open, qualifications required, the hours to be worked, the rate of pay, and shall state the final date for receipt of applications.

The Employer shall not be required to consider any application received after the final date specified for receipt of applications.

Section 14.3. Employees will be allowed no less than five (5) working days to file application to fill vacancies. All vacancies will be posted within ten (10) working days following the date the vacancy occurs, unless the Employer informs the Union that the vacancy will not be filled.

Section 14.4. The position shall be awarded to the most senior qualified applicant bidding on the job.

Section 14.5. An employee who is promoted or who bids from one classification to another, having a higher overlapping salary range, shall be adjusted to the minimum of new range or to one step above his old salary,

whichever is higher. Upon successful completion of the probationary period, the employee shall be increased one step.

## **ARTICLE 15** **BULLETIN BOARDS**

Section 15.1. The Employer agrees to designate a bulletin board at each location of the Employer as the Union bulletin board.

Section 15.2. All union notices of any kind posted on the bulletin board will bear the signature of a Union official, and shall be posted during non-work time. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs
- B. Notice of Union meetings
- C. Union appointments
- D. Notice of Union elections
- E. Results of Union elections
- F. Reports of nonpolitical standing committees and independent non-political arms of the Union; and nonpolitical publications, rulings, or policies of the Union.

The Agency Director will be given a copy of the posting prior to the posting. All other notices of any kind must receive prior approval of the Agency Director or his designee before they may be posted.

Section 15.3. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the Union.

Section 15.4. The Employer or his designee, shall cause the immediate removal of any material posted in violation of this Article.

## **ARTICLE 16** **WORK RULES**

Section 16.1. The union recognizes that the Employer or his designee(s), in order to carry out his statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives, consistent with statutory authority to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

Section 16.2. Work rules, policies and directives shall be reasonable, and shall not violate any provisions of this Agreement.

Section 16.3. The Agency Director will meet with Union representatives to inform the Union of a change referred to above to receive input.

Section 16.4. Work rules, policies and directives shall be interpreted and applied uniformly to all employees under similar circumstances.

Section 16.5. Changes in existing work rules, or new work rules shall be posted ten (10) calendar days prior to the effective date.

**ARTICLE 17**  
**MAINTENANCE OF STANDARDS**

Section 17.1. All rights, benefits, and privileges established by applicable law pertaining to the wages, hours, terms and conditions of employment for bargaining unit employees not specifically changed or altered by this Agreement, shall remain in full force and effect.

**ARTICLE 18**  
**MILEAGE AND TRAVEL REIMBURSEMENT**

Section 18.1. The Agency Director of the Defiance County Department of Job and Family Services will, with prior approval, pay mileage, parking, lodging, meals and conferences for employees in accordance with the Defiance County Commissioners' Annual Resolution. An employee requiring overnight lodging for trainings etc. shall meet with the Business Administrator to get all the necessary documents (tax exempt forms) and Agency credit card. Reimbursements for meals and other authorized expenses must be turned in within 15 days after the end of the month.

Section 18.2. If the Employer purchases a vehicle, it shall be made available for use by employees in accordance with department rules and priorities. Employees in certain classifications shall be required to maintain a driver's license and vehicle insurance as a condition of employment.

**ARTICLE 19**  
**CALAMITY DAYS**

Section 19.1. The Agency Director of the Defiance County Department of Job and Family Services will continue to follow past practice in an emergency situation declared by the County Board of Commissioners, the Defiance County Sheriff, the City Police Chief, or the Governor of the State of Ohio. Employees who live outside of Defiance County and are unable to get to work because of a Level 3 weather emergency declared by the appropriate County Sheriff shall be paid, without use of leave.

**ARTICLE 20**  
**HOLIDAYS**

Section 20.1. All employees of the Defiance County Department of Job and Family Services will observe the following holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day

Any day that the County Commissioners grant other County employees or declare as Holidays.

Section 20.2. Any other day so designated by an act of the President of the United States and/or the Governor of this state will be observed as a Holiday.

Section 20.3. A Holiday falling on Sunday will be observed on the following Monday, and a holiday falling on a Saturday will be observed on the preceding Friday.

Section 20.4. Compensation for working on a Holiday will be in addition to the automatic eight (8) hours of Holiday pay and will be compensated at the rate of 1 ½ times the employee's regular rate of pay.

Section 20.5. If a Holiday occurs during a period of paid sick or vacation leave, the employee will draw normal pay and will not be charged for sick leave or vacation. Payment will not be made for a Holiday which occurs during a leave of absence.

Section 20.6. An employee who is absent without leave on a workday immediately preceding and after a Holiday may be denied the Holiday pay, unless the absence is authorized by the appointing authority.

**ARTICLE 21**  
**VACATION LEAVE**

Section 21.1. All full-time employees earn annual vacation leave according to their number of years of service with state government or with any of its political subdivisions as follows:

Less than one year	No vacation Leave
One (1) year of service but less than five (5) years	80 Hours
Five (5) years of service but less than ten (10) years	120 Hours
Ten (10) years of service but less than fifteen (15) years	160 Hours
Fifteen (15) years, or more, of service	200 Hours

Section 21.2. The service required in each instance need not be continuous. However, completion of a total of one year of service is required before eligibility for any vacation leave is established. For those employees who work forty (40) hours per week, vacation is credited each biweekly pay period at the rate of 3.1 hours per pay period for those entitled to 80 hours of vacation per year, 4.6 hours for those entitled to 120 hours per year; at 6.2 hours for those entitled to 160 hours per year; and at the rate of 7.7 hours for those entitled to 200 hours per year.

Section 21.3. No more than three years of vacation credit may be accumulated at a time.

Section 21.4. Vacation leave shall be taken at such a time as is mutually agreed upon by the employee and his/her immediate supervisor. Vacation requests of one week or more must be made at least five work days in advance if possible.

Section 21.5. Upon separation from employment, an employee is entitled to be paid for any earned but unused vacation leave to his/her credit at the time of separation. The maximum amount of vacation for which payment will be made upon separation is that earned in two (2) years of service. No payment will be made to employees who have less than one (1) year of service.

Section 21.6. Days designated as Holidays are not charged to vacation leave regardless of the day of the week on which they occur. Vacation leave is earned while the employee is on active pay status and/or approved paid leave. It is not earned while the employee is on unpaid leave of absence or unpaid military leave.

Section 21.7. Vacation leave and all other paid time off must be utilized in increments of one quarter (1/4) hour or more unless otherwise specified, requested in advance, in writing on the agency's form, and authorized by your immediate supervisor prior to the requested time off. Vacation leave may be used for any personal reason, including illness of the employee or other family member when sick leave is unavailable.

Section 21.8. Bargaining unit members may cash in up to twenty-four (24) hours of vacation leave one time. Employees must notify the Employer of their intent to cash in by November 1, 2010. The vacation leave will be paid out no later than November 30, 2010.

## **ARTICLE 22** **CALL TIME**

Section 22.1. Any employee who receives a work related phone call outside his/her regularly scheduled shift shall be paid for the actual time spent on the phone at the applicable rate of pay. If the employee is required to leave his/her current activity to respond, he/she shall be paid a minimum of three (3) hours at the applicable rate of pay. If the call out occurs on a Holiday as set forth in Article 20 or on Easter, the rate shall be paid at one and one-half times the hourly rate.

Section 22.2. If the call time work assignment and the employee's regular shift overlap, the employee shall be paid at the appropriate rate for the hours worked.

Section 22.3. The bargaining unit employees, who are to be on call outside their normal working hours, shall be compensated in accordance with this section. Each of these employees shall be assigned by the Employer on a weekly schedule (seven days) and when their week is fully completed will be paid in the next scheduled paycheck one hundred and two hundred (\$200) for completion of their assigned week.

## **ARTICLE 23** **WORK SCHEDULE**

Section 23.1. The normal hours of operation for the Defiance County Department of Job and Family Services are scheduled from 8:30 A.M. to 4:30 P.M., Monday through Friday of each week.

Employees may clock in between 7:00 a.m. and 9:00 a.m. and work at least eight (8) consecutive hours during the work day exclusive of the unpaid lunch period.

Each employee will be scheduled during this period of time as their normal eight (8) hours workday. The normal work hours each day shall be consecutive, except for interruptions for an unpaid lunch period and personal relief.

Section 23.2. The work week shall normally consist of five (5) consecutive days, Monday through Friday inclusive.

Section 23.3. All employees shall be granted a thirty (30) minute lunch period during each workday which shall be scheduled near the middle of the workday.

Section 23.4. All employees are entitled to a fifteen (15) minute relief period per one-half (1/2) workday. Breaks may not be taken contiguous with the beginning or ending of the workday. However, employees may take breaks contiguous with their lunch period.

Section 23.5. Employees shall not be required to clock in or out for lunch nor shall they be required to clock in or out for breaks. However, employees shall be required to sign out if they leave the work facility on break or lunch.

Employees shall automatically be deducted for a thirty (30) minute lunch period each workday. Employees will not be paid if they fail to use their break periods nor shall they be permitted to accumulate their break periods within a workday or to other workdays. There shall be no working during lunch without approval from a supervisor. If an employee works through lunch they shall flex the time at the end of the day or another day in the work week.

Breaks shall be taken so as to not interfere with the employee's work.

Section 23.6. The Defiance County Department of Job and Family Services, as a public employer, is obligated to enforce the Fair Labor Standards Act as decreed by the United States Department of Labor on April 15, 1986. Each bargaining unit employee of the Defiance County Department of Job and Family Services fall under this Act; therefore, each employee who works over forty (40) hours in a scheduled work week will receive one and one-half (1 ½) times their hourly rate over forty (40) hours. Any approved paid hours will be counted as time worked in computing weekly hours.

Employees may not work more than eight (8) hours in a day or forty (40) hours in a week without prior approval. An employee who works more than eight (8) hours in a day must use flextime unless overtime is approved.

Section 23.7. The Employer reserves the right to change the normal workday or work week schedules as outlined in Sections (1) and (2) above. The proposed changes will be posted in the effected area prior to the change being implemented. In the event the Employer establishes work hours or days different from the normal hours of operation, it shall discuss such changes with the Union.

Section 23.8. The Union shall have the right to grieve a workday or work week change which is implemented not in compliance with this Article.

Section 23.9. This Article does not prevent the Employer from establishing a new additional shift. If the Employer establishes a new shift employees will be allowed the opportunity to bid on the new shift. If current employees do not bid, the shift can be manned by transfer of current employees in reverse order of seniority and/or by newly hired employees.

#### **ARTICLE 24** **BEREAVEMENT PAY**

Section 24.1. A bargaining unit employee will be entitled to a maximum of three (3) working days with pay, to be deducted from the employee's accumulated sick leave balance, for the death of a member of the immediate family, as defined in Article 11, Section 10 of this contract. A bargaining unit employee may use an additional two (2) working days, with pay, to be deducted from the employee's accumulated sick leave balance for the death of the employee's spouse, child, parent or sibling.

#### **ARTICLE 25** **HOSPITALIZATION/SURGICAL INSURANCE**

Section 25.1. The Defiance County Department of Job and Family Services full-time bargaining unit employees are eligible to participate in the group coverage for hospitalization and medical health insurance coverage on such terms and costs as is provided by the Defiance County Board of Commissioners.

Section 25.2. The Defiance County Commissioners reserve the right to change insurance carriers so long as coverage remains reasonably consistent with the policy in effect at the signing of this Agreement.

Section 25.3. In the event a bargaining unit employee must take an extended unpaid leave of absence, the Employer, upon written request of the bargaining unit employee, will continue to assume premium cost for a period of one (1) full pay period following the date of unpaid leave of absence. Thereafter, that person shall be responsible to pay premiums or permit the coverage to lapse.

**ARTICLE 26**  
**WAGES**

The Defiance County Commissioners, as the appointing authority of the Defiance County Department of Job and Family Services, agree to the following wage categories and increases as written.

Section 26.1. Employees shall be paid in accordance with the pay scales set forth in Appendix A. Step one shall be the entry level for probationary employees. Upon successful completion of their probationary period, employees shall proceed to Step 2. Such employees shall remain in Step 2 during the term of this Agreement.

The Employer may begin an employee at an advanced step depending on qualifications and experience. An employee who begins at an advanced step shall serve a probationary period in accordance with this agreement but shall not receive a post-probation increase.

Effective September 1, 2010, all bargaining unit employees shall receive a wage increase of 1.5%. There shall be no wage increase in the second year of the agreement. The parties agree to reopen the agreement to negotiate wage rates for the third year of the agreement.

Section 26.2. All employees will be placed in the following plan, called County Plan, for the purposes of identification in this Contract. Each employee in this County Plan will be classified in the corresponding pay range.

<u>CLASSIFICATION</u>	<u>PAY RANGE</u>
Clerical Specialist 3, Telephone Operator	5
Unit Support Worker 2, Clerical Specialist 4	6
Fiscal Specialist	8
Eligibility Referral Specialist 2, Social Services Worker 2	9

An employee required to perform work in a higher classification for more than fifteen (15) work days shall receive a four percent (4%) wage increase for the remaining time he performs such work.

Section 26.3. Each employee hired prior to September 1, 2010 shall be eligible for longevity pay beginning at five years of service through thirty years of service. Upon attaining five years of service employees shall be entitled to longevity pay of 2 ½% of the Step 1 rate for their current pay range. Upon each subsequent anniversary date, longevity pay shall increase by ½% to a maximum of 15% at thirty years of service.

Employees hired after September 1, 2010 shall not be entitled to longevity pay.

Section 26.4. Each newly-hired or promoted employee, after satisfactorily completing their one-hundred and eighty (180) day probationary period, will receive a step increase within his/her pay range.

Section 26.5. Upon presentation of appropriate documentation (i.e. a copy of the degree or college transcript), a pay supplement will be added to those staff who have attained an Associates, Bachelor's or Master's degree

level of education. Employees with an Associate's degree or equivalent shall receive \$.50 per hour; \$1.00 per hour for a Bachelor's degree; and \$1.50 for a Master's degree. An Associate's degree is defined as a prescribed series of courses, leading to an Associates of Arts, Science, Applied Business, Applied Science or Technical Studies degree or equivalent; approved by the State of Ohio Board of Regents (or equivalent governing body) and issued by an accredited school or college, as determined by the North Central Association of Colleges and Schools in our region (or equivalent accrediting entity). Generally an Associate's degree requires a minimum of 60 semester hours/100 quarter hours of study, with Math and English competencies. A Bachelor's and Master's degree would have similar requirements.

Section 26.6. Bargaining unit employees who perform interpretation services at the direction and on behalf of the Defiance County Department of Job and Family Services shall receive an additional \$1.00 per hour for all time spent performing these services, including reasonable travel time associated with the services.

## **ARTICLE 27**

### **WAIVER IN CASE OF EMERGENCY**

Section 27.1. In case of emergency declared by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, such as Acts of God or Civil Disorder, the following conditions of this Agreement may be temporarily suspended by the Employer;

- A. Time limits for processing of grievances; and
- B. All work rules/or agreements or practices relating to the assignment of employees.

Section 27.2. Upon termination of the emergency, should valid grievances exist, Section A shall be processed in accordance with the provisions outlined in the Grievance Procedure of this Agreement and shall proceed from the point in the grievance procedure to which they, the grievant(s) had properly progressed prior to the emergency. Section B above, will also return to the status prior to the emergency.

## **ARTICLE 28**

### **STRIKES AND LOCKOUTS**

#### **LOCKOUTS:**

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

#### **STRIKES:**

No strikes of any kind shall be caused or sanctioned by the Union during the term of this Agreement.

## **ARTICLE 29**

### **SEVERABILITY/CONTRACT CONSTRUCTION**

Section 29.1. This Agreement supersedes and replaces all pertinent statutes over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law will prevail.

The parties agree that the Ohio Department of Administrative Services and the State Personnel Board of Review have no jurisdiction concerning bargaining unit members.

If a Court of Competent Jurisdiction finds any provision of this Agreement to be contrary to any applicable statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 29.2. The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable place and time to discuss alternative language on the same subject matter.

### **ARTICLE 30** **OUTSIDE CONTRACTING**

Section 30.1. Employees of an outside contractor will not be utilized in the Defiance County Department of Job and Family Services, covered by this Agreement, to replace bargaining unit employees currently performing duties of their job classification, as described in their Job Descriptions, or duties normally and historically performed by them, when performance of such involves the use of Department-owned equipment or Department-defined duties except as required by law.

Section 30.2. The foregoing shall not affect the right of the Defiance County Department of Job and Family Services to continue arrangements currently in effect, nor shall it limit the fulfillment of normal warranty obligations by vendors nor limit the work which a vendor must perform to prove out equipment or programs initiated in the Department.

Section 30.3. In all cases, except where time and circumstances prevent it, the Employer will hold advance discussion with the President of the Local Union prior to letting a contract for the performance of services to the Defiance County Department of Job and Family Services. In this discussion, the Employer is expected to review its plans or prospects for letting a particular contract. At such times, the Employer is expected to afford the President of the Local Union an opportunity to comment on the Employer's plans and to give appropriate weight to those comments in the light of all attendant circumstances.

Section 30.4. In no event shall any full-time permanent bargaining unit employee, who customarily performs the work in question, be laid off as a direct and immediate result of work being performed by any outside contractor.

### **ARTICLE 31** **DURATION**

Section 31.1. This Agreement shall be effective upon ratification and shall remain in full force and effect until August 31, 2013.

Either party may reopen this agreement for the purpose of negotiating wage rates for the third year of the agreement by filing a notice to negotiate with the State Employment Relations Board in June 2012. The reopener negotiations shall be conducted in accordance with Chapter 4117 of the Ohio Revised Code.

Section 31.2. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one-hundred and twenty (120) calendar days prior to the expiration date, but not later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks following receipt of the Notice of Intent.

Section 31.3. This Agreement expresses the complete understanding and agreement of the parties on all matters pertaining to or affecting wages and other compensation, working conditions, hours of work, and all other terms and conditions of employment; and the parties hereto specifically waive any rights which either may have to require the other to bargain collectively with it during the life of this Agreement on any subject of collective bargaining whether written or not written in this Agreement. Each party retains those rights inherent to or previously exercised by it except as specifically limited by this Agreement. It is acknowledged and agreed that during negotiations which resulted in this Agreement, the Employee Organization had the free and unlimited opportunity to make proposals and present demands relative to all proper subjects of collective bargaining. Therefore, the Organization agrees that, during the life of this Agreement, the County shall have no obligation to bargain collectively with respect to the exercise of any rights reserved to and retained by it pursuant to either Section 4117.08 (c) of the Revised Code or Article I of this Agreement.

In witness whereof, the parties have agreed hereto and have executed this Agreement at Defiance County, Ohio, September 27, 2010.

FOR THE COMMISSIONERS:

James E. Herrin  
Thomas A. Kopp  
Otto L. Neely

For the Agency:

Jack Leaf

APPROVED AS TO FORM

M. A. Fishel  
Marc A. Fishel

FOR THE LOCAL UNION:

Cheryl Tyler-Felson 9-20-10  
B.J. Bowler 9-20-10  
Larry Kiser 9/20/10  
Cl Mised 9-20-10  
Michelle Bruner 9-20-10  
Shawn Whiteford 9-20-10

2010 - 2013 Agreement between AFSCME, Ohio Council 8, Local 1650  
And Defiance County Job and Family Services

MEMORANDUM OF UNDERSTANDING

Effective September 1, 2010, Michelle Reinhart shall be increased to \$18.66 per hour.

Effective September 1, 2010, Shaun Whiteford shall be increased one step.

AFSCME Ohio Council 8, Local 1650  
And Defiance County Job and Family Services

Effective  
September  
1, 2010

Range	INCREMENTS						
	1	2	3	4	5	6	7
5	11.05	11.38	11.71	12.07	12.43	12.80	
6	11.51	11.87	12.29	12.77	13.15	13.55	13.96
7	12.29	12.77	13.26	13.81	14.23	14.66	15.08
8	13.26	13.81	14.43	15.08	15.54	16.01	16.48
9	14.43	15.08	15.76	16.57	17.07	17.58	18.11

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into between AFSCME, Ohio Council 8, Local 1650 and the Defiance County DJFS.

Work week will consist of four full days. Monday – Thursday. The Agency will be closed on Friday.

The work hours shall be reduced to 35 hours/ week or 70 hours/ pay period Employees shall be expected to work 8.75 hours per day plus a 30 minute lunch, totaling 9.25 hours per day. Employees may start their work day from 6:30a.m. – 9:00a.m. and work 8.75 hours each day.

Lobby hours will be extended to 7:00 a.m. Lobby doors will close at 4:30 p.m.

Vacation accrual shall be as follows:

- Employees who earn two weeks accrue 2.7 hours per pay period. - 70.20 yr
- Employees who earn three weeks accrue 4.0 hours per pay period. 104.00 yr
- Employees who earn four weeks accrue 5.4 hours per pay period. 140.40 yr
- Employees who earn five weeks accrue 6.7 hours per pay period. 174.20 yr

For the life of this agreement, holidays falling on a Friday shall not be paid as a holiday.

Holiday pay will be at the rate of 8.75 hours. In lieu of holidays falling on Friday, employees will receive three (3) personal days.

On Call Children’s Service worker duties shall begin on Thursday at 3:00 p.m. of each week and the worker shall remain on call for seven days. There shall be one additional worker placed as “back-up on call” for Fridays. Subject to the same rules currently in effect for on-call. This worker shall be paid \$50.00.

The parties agree to meet in order to review this memorandum of understanding on or about July 31, 2011.

For the Commissioners:

James Edler  
Thomas L. Hine  
Otto L. Nield

For the Agency:

Jack Crisp  
 Approved as to Form  
M. A. Fishel  
 Marc A Fishel

For the Union

Cheryl Tyler-Felson 9-20-10  
BJ Hamble 9-20-10  
Larry Kiser 9/20/10  
Cl Muzed 9-20-10  
Michelle Bender 9-20-10  
Maura Whiteford 9-20-10