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Hardin County Job and Family Services/AFSCME Local 3391 Agreement  
Effective 10/07/2010 through 11/03/2013

AGREEMENT

BY AND BETWEEN

Hardin County Job and Family Services

AND

THE HARDIN COUNTY BOARD OF COMMISSIONERS

AND

OHIO COUNCIL 8,

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

AND

LOCAL 3391

EFFECTIVE October 7, 2010 through November 3, 2013

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**ARTICLE 1  
PREAMBLE**

This agreement, between Hardin County Job and Family Services, and the Board of Hardin County Commissioners herein referred to as “Employer” and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO and Local 3391, hereinafter referred to as the “Union” which represents employees 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 those employees of Hardin County Job and Family Services specified as being in the Bargaining Unit as set forth in the certification issued by the Ohio State Employment Relations Board including: Clerical Specialist 2; Transporter, Eligibility/Referral Specialist 2; Training Officer I, Investigator 2; Unit Support Worker 2, Social Services Worker 2 . This agreement excludes: Director (County Human Services Administrator 3), Income Maintenance Administrator Assistant County Human Services Administrator 1; Agency Attorney; Social Services Administrator; Human Resources Officer; Fiscal Officer, Network Administrator; Income Maintenance Supervisor; Social Services Supervisor; Program Specialist as well as all other management level employees, confidential employees, casual and seasonal employees, professional employees and supervisors as defined and excluded by the Act.

**Section 2.2:** All positions and classifications not specifically certified by the Ohio State Employment Relations Board as being included in the bargaining unit shall be excluded from the bargaining unit. However, if a new position is created within Hardin County Job and Family Services, the parties shall meet to determine whether such new position should be included in the bargaining unit. If the parties are unable to reach agreement on inclusion or exclusion of such new position, the Union may appeal to the State Employment Relations Board in accordance with the provisions of ORC 4117.

**Section 2.3:** The employer will not recognize any other union as the representative for any bargaining unit member during the term of this agreement so long as the Union remains so certified by the State Employment Relations Board.

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**ARTICLE 3**

**Dues Deduction/Fair Share Fee**

**Section 3.1:** The employer agrees to deduct Union dues or fair share fees in accordance with this Article.

**Section 3.2:** The Employer agrees to deduct regular Union dues each pay period from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the employer by the employee. Upon receipt of the proper authorization, the Employer will deduct the 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. Deductions shall be sent to the Comptroller, AFSCME Ohio Council 8.

**Section 3.3:** 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 or fair share fees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 3.4:** 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) written revocation of the check off authorization in accordance with the terms of this agreement; or (6) resignation by the employee from the Union.

**Section 3.5:** The Employer shall not be obligated to make dues or fair share fee deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues or fair share fee. Employees may cancel Union membership and their dues deduction authorization not more than ten (10) days nor less than five (5) days prior to an anniversary date or expiration date of this agreement. Dues deduction authorizations not revoked during this five (5) day period shall continue in effect for a successive contract year. Written notice of the dues deduction revocation shall be served upon the Employer and the Union by the Employee to make the revocation effective. This provision shall not be construed as requiring an employee to become, or, remain a member of the Union as a condition of securing or retaining employment.

**Section 3.6:** The parties agree 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 or fair share fee would normally be made, by deducting the proper amount.

**Section 3.7:** The rate at which dues or fair share fees are to be deducted shall be certified annually to the Employer by the Union. One (1) month advance notice must be given the Employer prior to making any changes in the amount of such deductions.

**Section 3.8:** 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.

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**Section 3.9:** Each Bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The fair share fee obligation shall commence on:

- a. The sixty first (61) calendar day of employment for all current employees who have not completed sixty (60) calendar days as of the effective date of this Agreement.
- b. The sixty first (61st) calendar day of employment for each employee hired after the effective date of this Agreement.

**Section 3.10:** Fair share fee shall be paid by automatic payroll deduction. Fair share fee deductions do not require authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union in accordance with the provisions of Appendix C attached hereto. Appendix C; including all amendments thereto, is incorporated in the Article by reference.

**Section 3.11:** Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month, including the amount of the deduction.

**Section 3.12:** The Employer's obligation to deduct fair share fee is contingent upon the Union's fulfillment, on behalf of each non-member, bargaining unit employee, of each obligation established in Appendix C.

**Section 3.13:** The Union may amend Appendix C by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth calendar day after their actual receipt by the Employer.

**Section 3.14:** Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this Article is illegal, that provision, alone, shall be void. Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

**Section 3.15:** This Article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.

**Section 3.16:** The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio.

**Section 3.17:** This Article constitutes the entire Agreement between the Union and the Employer with regard to fair share fees. All other agreements are hereby rendered void. With the exception of Appendix C, no portion of this Article may be amended except by written signed agreement of the parties

**ARTICLE 4**  
**Union Representation**

**Section 4.1:** A duly authorized representative of the Union may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance; provided the Employer is notified upon the representative's arrival. Such Union representative shall not have access to employee lounges, work units or any other area unless advance approval has been obtained from the Employer.

Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours.

## ARTICLE 5

### Recognition of Stewards

**Section 5.1:** The Employer shall recognize one (1) employee and one (1) alternate, designated by the Union, to act as a steward for the purpose of processing grievances in accordance with the grievance procedure. The steward, or in their absence or inability to perform their function, the designated alternate, shall be recognized as a representative as provided herein.

**Section 5.2:** The Union shall provide to the Employer an official roster of its local officers, Union representatives and stewards, which is to be kept current at all times and shall include the following: (1.) Name, Address, Home Telephone Number; (2) Immediate supervisor; (3) Union Office held; (4) Work Address and phone number of non-employee representative. No employee shall be recognized by the Employer as a Union steward until the Union has presented the Employer with written certification of that person's selection.

**Section 5.3:** Stewards shall suffer no loss of pay, but shall earn no overtime, in the following situations.

- A. When interviewing the grievant or conferring with the supervisor in regard to a grievance;
- B. When attending a grievance or disciplinary hearing; or
- C. When consulting with the Director.

Prior to leaving their work area for these situations, stewards must secure the approval of their supervisor. Such activities shall not interfere with, interrupt, or disrupt the normal work duties of employees.

**Section 5.4:** When possible, the Employer shall conduct grievance and disciplinary hearings during regular working hours, and, if unable to do so, the Employer shall state the specific reason therefore to the Union.

## ARTICLE 6

### Non-Discrimination

**Section 6.1:** The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer, or, any Employer representative against any employee because of Union membership or because of any authorized employee activity in an official capacity on behalf of the Union.

**Section 6.2:** The Union agrees not to interfere with the rights of employees to not become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities. Complaints shall be presented by the employee to their immediate Supervisor.

**Section 6.3:** All references to employees in this Agreement shall be considered genderless.

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**ARTICLE 7**

**Management Rights**

**Section 7.1:** Except as specifically limited herein, the Employer shall retain the exclusive right and authority to administer the business of the Department of Job and Family Services, in addition to all other functions and responsibilities, which are not specifically modified by this Agreement. Specifically, the Employer's exclusive management rights include, but, are not limited to the following:

- A. To manage and direct its employees, including the right to direct, hire, retain, promote, transfer, assign, evaluate, lay-off and re-call, to reprimand, suspend, discharge or discipline for just cause;
- B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- C. To determine the overall methods, process, means or personnel by which its operations are to be conducted;
- D. To determine the adequacy of the work force, the number of shifts required, to establish hours of work, to establish, modify, consolidate or abolish jobs or classifications; and to determine staffing patterns, including, but not limited to the assignment of employees, duties to be performed, qualifications required and areas worked;
- E. To determine the necessity to schedule overtime and the amount required thereof;
- F. To maintain and improve the efficiency and effectiveness of the Employer's operation;
- G. To determine the overall mission of the Employer;
- H. To effectively manage the work forces;
- I. To take actions to carry out the mission of the Employer;
- J. To determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure.

**Section 7.2:** The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the rights and responsibilities of the Employer.

**ARTICLE 8**

**Labor-Management Meetings**

**Section 8.1:** In the interest of sound labor management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day, the Employer and/or its designees shall meet with not more than four (4) representatives of the Union to discuss pending problems and to promote a more harmonious labor-management relationship.

**Section 8.2:** A written agenda will be exchanged by both parties at least three (3) working days in advance of the scheduled meetings containing a list of matters to be discussed in the meeting and the names of Union representatives who will be attending the meeting. The purpose of the meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes which affect bargaining unit members of the Union;

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- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure, when such discussions are mutually agreed to by both parties;
- D. Individual personnel grievances shall not be discussed during these meetings unless it is the Employer's opinion that general discussion may benefit all employees;
- E. Disseminate general information of interest to the parties;
- F. Discuss ways to increase productivity and improve effectiveness; and , or;
- G. Discuss health and safety matters relating to employees.

Either party may reschedule a meeting to a mutually agreeable time if an agenda is not received from the other party three (3) days prior to the scheduled meeting.

**Section 8.3:** Minutes of labor/management meetings will be taken and produced by the Employer, excluding any specific employee names discussed during the labor/management meeting. A copy of the minutes approved by the Director and Union President, as indicated by signatures on the minutes, will be posted by the Employer on the bulletin board for the general knowledge and welfare of all bargaining unit employees.

**Section 8.4:** Employee/Union representatives attending labor/management meetings shall not suffer loss in their regular pay while attending any meetings provided for under this Article, and such meetings shall normally commence at 2:30 P.M.

**Section 8.5:** Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic contract.

**ARTICLE 9**  
**Grievance Procedure**

**Section 9.1:** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of an express and specific term or provision of this Agreement. The grievance procedure may not be used to effect changes in the terms of this Agreement or to effect a change that would be a violation of state or federal law or constitutions. Such shall not be considered grievable and is not subject to the grievance procedure.

**Section 9.2:** Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance, but, the grievance must be signed by each individual desiring to be included.

**Section 9.3:** If the specific administrative relief of a judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio, or by the United States for review or redress of a specific matter (limited to Worker's Compensation, Unemployment Compensation, Department of Labor, Wage and Hour Division), such matters may not be processed through the internal grievance procedure. However, the parties may meet in an attempt to resolve the matter prior to any appeal to any outside agency.

**Section 9.4:** Except for the continued applicability of those subjects prohibited from negotiation by the provisions of Chapter 4117 ORC, Ohio Revised Code Section 124.01 through 124.56 shall not apply to employees in the bargaining unit., where the alleged grievance is of a nature that formerly qualified for appeal under the rules of the State Personnel Board of review, the aggrieved employee shall utilize this grievance procedure exclusively in accordance with the

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rules of this Agreement, and the matter shall not be appealable to the State Personnel Board of Review.

**Section 9.5:** All grievances must be processed at the proper step in order to be considered at subsequent steps. (See Section 9.6) Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon the Employer's last answer. Any grievance not answered by the Employer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on a grievance may be extended upon mutual consent of the Employer and the Union.

**Section 9.6:** It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: In order for an alleged grievance to receive consideration under this procedure, the Grievant, with the Union Steward, if the former desires, must identify the alleged grievance to the employee's immediate Supervisor within five (5) working days of the occurrence that gave rise to the grievance. The Supervisor shall investigate and provide an appropriate answer within five (5) working days following the date on which the Supervisor was presented the grievance.

Step 2: If the grievance is not resolved in step 1, the Grievant with the appropriate Union Steward, if the former desires, shall reduce the grievance to writing and may within five (5) working days following the Step 1 reply, refer the grievance to the employee's immediate Supervisor. The Supervisor shall meet, if deemed necessary, with the grieved employee and the employee's representative. The Supervisor shall investigate and respond in writing to the grievance within five (5) working days following receipt of the grievance or of the meeting, whichever is later.

Step 3: If the grievance is not resolved in Step 2, the employee, with the appropriate Union Steward, if the former desires, may refer the grievance to the Director, within five (5) working days after receiving the Step 2 reply. The Director shall have five (5) working days in which to schedule a meeting with the grieved employee and the employee's appropriate Union representative, if the former desires. The Director shall investigate and respond to the Grievant and/or appropriate Union representative within ten (10) working days following the meeting. The decision of the Director shall be final and binding unless the Union notifies the Employer, in writing, within ten (10) working days after receiving the Director's decision that they wish to submit the grievance to arbitration, in which case the following shall apply:

- A. The parties shall meet within ten (10) days following the request for arbitration and attempt to resolve the grievance. If the parties cannot resolve the grievance, they shall prepare a joint submission agreement outlining the specific issue(s) the arbitrator is to

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decide and shall jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a list of seven (7) arbitrators from FMCS Area # 15 (Ohio). The parties shall alternately strike the names of arbitrators from the list until only one name remains. Either party may reject the first list of arbitrators and request another list of seven (7) names. Selection of the arbitrator and scheduling of the arbitration hearing shall be completed within sixty (60) calendar days following the Union's request for arbitration, or the grievance shall be deemed withdrawn by the Union; unless the process exceeds sixty (60) days, due to the Employer's refusal to meet, select an arbitrator or schedule a date for the hearing.

- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing on the grievance on the grounds that the matter is nonarbitrable, or, beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator
- C. The arbitrator's decision shall be strictly limited to the interpretation, application or enforcement of the specific articles and section of the Agreement, and the arbitrator shall be without power or authority to make any decision:
  - 1. Contrary to, inconsistent with or modifying or varying in any way the terms of the Agreement or of applicable laws.
  - 2. Contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations presently or in the future established by the Employer so long as such practice, policy, rules or regulations do not conflict with this Agreement; and the arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.
- D. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, if any, or hearing room, shall be borne by the losing party. The expenses of any non-employee witnesses, if any, shall be borne by the party calling them. The fees of a 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. Any bargaining unit member whose attendance is required for such a hearing shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the date of the hearing.
- E. Both parties shall have the opportunity to submit final briefs to the arbitrator. The arbitrator shall issue a decision within thirty (30) calendar days following the hearings or following submission of final briefs and shall forward any findings, awards and other supporting data to the Employer and the Union. The decision of the arbitrator shall be final and binding on all parties.

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**Section 9.7:** It is mutually agreed by the Employer and the Union that employee grievances regarding safety require rapid resolution. In cases of alleged safety violations, the following procedure shall be followed.

- Step 1. The Grievant, with the Union Steward, if the former desires, must identify the alleged safety violation to the employee's immediate Supervisor as soon as the employee first becomes aware of any imminent danger threatening injury to employees or clients. The Supervisor shall immediately cause an investigation and attempt to resolve any safety hazard discovered.
- Step 2. If the Supervisor and the employee can not agree on an acceptable means of resolving the employee's safety complaint, the employee, with the appropriate Union Steward, if desired, may immediately refer the grievance to the Director. The Director or designee shall immediately schedule a meeting with the Supervisor, Grievant and, if desired, appropriate Union Representative. The Director shall investigate the alleged safety violation and respond to the Grievant immediately following the meeting.
- Step 3. If the safety complaint still remains unresolved, the employee, with the appropriate Union Steward, if desired, may submit the grievance in writing to Step 3 of the regular grievance procedure in accordance with Section 6 (Step 3) of this Article. The grievance shall proceed from this point in accordance with the procedures outlined in the regular grievance procedure.

**Section 9.8:** All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both the Employer and the Union:

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. Date grievance was first discussed.
4. Date grievance is being filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident giving rise to the grievance.
8. Specific articles and section of the Agreement violated.
9. Desired resolution to the grievance.

**Section 9.9:** For purposes of this Article, work days shall be defined as those days upon which the employee was scheduled to perform services for the Employer. In counting work days at each step of the grievance procedure, the parties agree to count the work days of the employee when the employee is the moving party and the work days of the Employer when the Employer is the responding party. (The date the incident occurred is day 1 and the date the grievance is submitted is day 1.)

**Section 9.10:** Grievances involving lost pay discipline (suspension, reduction in pay, or, discharge) shall be initiated at the Director's level within five (5) work days of the employee's receipt of the disciplinary action

**Section 9.11:** The time limit for initiating a grievance involving an allegation of an error or omission in pay begins on the date the paycheck is received by the employee which contains the alleged error or omission.

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**Section 9.12:** When employees covered by this Agreement choose to represent themselves 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 the representative's right to be present at the adjustment.

**ARTICLE 10**  
**Discipline**

**Section 10.1:** Employees shall only be disciplined for just cause.

**Section 10.2:** Records of disciplinary action shall cease to have force and effect or be considered in future disciplinary matters in accordance with the provisions of Section 2 Article 11 ( Personnel files).

**Section 10.3:** The employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

**Section 10.4:** Whenever the Employer determines that an employee's conduct may warrant a suspension without pay, reduction in pay or termination of employment, 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 another bargaining unit employee or a Union representative. An employee may elect to waive the opportunity to have a pre-disciplinary conference. Said waiver of the pre-disciplinary conference shall be in writing and signed by the employee. The original waiver and record of any disciplinary action taken shall be placed in the employee's personnel file and a copy forwarded to the employee's Union Steward by the Employer.

**Section 10.5:** Verbal and written reprimands shall not be appealable to arbitration

**Section 10.6:** Nothing contained herein shall be construed as preventing the Employer from relieving an employee from duty with pay.

**ARTICLE 11**  
**Personnel Files**

**Section 11.1:** Each employee may inspect the employee's own personnel file which is maintained by the Employer at any reasonable time during business hours, provided that the employee gives the Employer reasonable advance notice, and, that the inspection will be conducted at a time designated by the Director, but, not later than the close of business on the next business day. The Employer maintains the right to have a management representative present at all times during the inspection, and to determine the site of the inspection. The employee shall have the right upon written request, to receive one (1) copy of any materials placed in the employee's own personnel file.

**Section 11.2:** Record of verbal warning shall cease to have force or effect twelve (12) months from the date of issuance provided no intervening discipline has occurred. Written reprimands shall cease to have force or effect eighteen (18) months from the date of issuance provided no intervening discipline has occurred. Any record of more severe discipline shall cease to have any force or effect twenty four (24) months from the date of issuance provided no intervening discipline has occurred.

## **ARTICLE 12**

### **Work Rules**

**Section 12.1:** The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's services and programs.

**Section 12.2:** Work rules, policies and directives shall be interpreted and applied uniformly to all employees under similar circumstances. Work rules shall not be adopted that are in violation of the express terms of this agreement.

**Section 12.3:** New work rules and changes in existing work rules shall be reduced to writing and posted on the Employer's bulletin board(s) for a period of fifteen (15) calendar days. However, this provision does not limit the right of the Employer to implement a work rule prior to conclusion of the posting period if the change has been mandated by legislature, an administrative agency, the judiciary, or other legal mandate. The Employer agrees to meet and discuss with the Union any new work rule or changes in existing work rules during the fifteen (15) day posting period.

**Section 12.4:** Should the employer establish any work rule which is in conflict with any express term of this Agreement, the Union may challenge that matter through the grievance procedure.

## **ARTICLE 13**

### **Health and Safety**

**Section 13.1:** The parties agree to promote the safety of employees and to cooperate in an effort to prevent injuries.

**Section 13.2:** The Union agrees that careful observance of safe working practices and Employer safety rules is a primary duty of all employees. The Employer agrees to uniformly enforce safety rules without discrimination

**Section 13.3:** It shall be the responsibility of all employees to immediately report all unsafe conditions to the Employer. The Employer will attempt to correct unsafe or unhealthy working conditions within a reasonable time from notification.

**Section 13.4:** One Bargaining Unit and One Management Employee each will serve on the County Health and Safety Committee. They shall also constitute the Agency Safety Committee. Rules for the Agency will be maintained in the Agency Policy and Procedures Handbook. The Health and Safety Committee shall periodically review this section and recommend necessary updates, additions and changes to the Director. The Health and Safety Committee shall also meet upon request of the Director or any two (2) members to study health or safety practices; to study solutions to unsafe conditions discovered; and to identify safety training needs of the Agency. In the event the County Committee is disbanded, the internal agency committee will continue.

**Section 13.5:** The safety Committee is intended to be a pro-active advisory committee that addresses safety in general. The Director may consult the Committee during the investigation of alleged unsafe working conditions. However, the Committee may not usurp the authority of the Director, or, otherwise attempt to circumvent the grievance procedure established in Article 9, Section 7.

**Section 13.6:** An employee disciplined for failure or refusal to abide by the Employer's safety policies, rules and procedures may appeal such discipline under the Grievance Procedure contained herein. This shall be the appropriate procedure for adjusting such disputes. An employee seeking remedy before any other agency shall not be eligible to have the grievance heard before an arbitrator under Step 3 of the Grievance Procedure.

If a grievance under this section is heard by an arbitrator, the arbitrator will not have the authority to invalidate a safety or health policy, rule or procedure that is reasonable and fairly applied.

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## ARTICLE 14

### Seniority

**Section 14.1:** "Seniority" shall be computed on the basis of an employee's uninterrupted length of continuous service with the Employer. A termination of employment lasting less than thirty-one (31) consecutive calendar days shall not constitute a break in continuous service. However, once continuous service is broken, an employee shall lose all previously accumulated seniority.

**Section 14.2:** An approved leave of absence does not constitute a break in continuous service, provided the employee follows the proper procedure for such leave, and returns to active service immediately following the expiration of the approved leave.

**Section 14.3:** Employees laid off shall retain their seniority for a period of twelve (12) months from the date of layoff.

**Section 14.4:** Seniority shall be used and relied upon only for those purposes specifically described in the various articles of this Agreement.

## ARTICLE 15

### Probationary Periods

**Section 15.1:** 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 and shall continue for a period of one hundred and thirty (130) work days. A newly hired probationary employee may be terminated any time during the probationary period and shall have no appeal over such removal.

**Section 15.2:** A newly promoted employee, including bargaining unit employees who may be offered and accept a management position, will be required to successfully complete a probationary period for any newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of one hundred ten (110) work days. A newly promoted employee who evidences unsatisfactory performance, including employees promoted from within the bargaining unit to management positions, shall be returned to the employee's former position after serving not less than fifty-five (55) work days in the new position, unless the employee's performance is so unsatisfactory they may face possible disciplinary action. Upon return to the former position, the employee shall revert to the employee's previous hourly rate of pay and, in the case of bargaining unit employees who accepted positions in management, shall suffer no loss of seniority.

**Section 15.3:** For purposes of this Article, “work day” shall include all days actually worked by the employee plus anytime the employee is on approved paid leave (i.e., holiday, vacation, sick leave, personal leave days, etc.). Nevertheless, employer has the option, rather than demote an employee upon whom a determination as to their ability to assume and properly discharge the responsibilities of the new position cannot be made due to extended approved absences or other issues beyond the employee’s control, to extend the probationary period to a full one hundred ten (110) work days actually at work in the position. In such an event, the employer will provide the employee with written notice of the adjusted probationary schedule.

**Section 15.4:** Employees who work an irregular schedule, work less than the normal number of working days per week, or, are off work for leave shall have their probationary period determined on the basis of the number of work days compared to a full-time employee.

## ARTICLE 16

### Layoff and Recall

**Section 16.1:** When the Employer determines that a layoff or job abolishment is necessary due to a lack of work, lack of funds or a re-organization, all affected employees and the Union Local President shall be notified at least fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The Employer agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees.

**Section 16.2:** The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority and their ability to perform the remaining work available without further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first.

**Section 16.3:** Within the classification and/or work section in which a layoff occurs, temporary, intermittent, seasonal and employees serving their initial probationary period shall first be laid off, in that order, prior to the laying off of permanent, non-probationary employees in that classification or work section.

**Section 16.4:** If a bargaining unit employee is laid off or if the employee’s position is abolished, the employee shall have the right (but only once during any lay off affecting the position) to displace another less senior bargaining unit employee within the same classification series (equal to or less in rate of pay), or to likewise displace into a position that the employee has successfully held within the immediately preceding five (5) years, provided that such displacement shall be subject to the following provisions:

- A. The bargaining unit employee exercising displacement rights is currently qualified, with only orientation, to perform the duties of that position, and
- B. The bargaining unit employee exercises such displacement rights by so notifying the Employer not later than five (5) business days after receiving layoff notice, and
- C. The Employer shall have thirty (30) calendar days after the employee displaces into the position to evaluate the employee’s performance and to determine whether the employee is, in fact, qualified to perform the duties of that position.

**Section 16.5:** Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse

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order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

**Section 16.6:** Notice of recall from a layoff shall be sent to the employee by certified 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 certified or registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 16.7:** In the case of a layoff, the recalled employee, except for good cause shown, shall have five (5) calendar days following the date of mailing of the recall notice, sent certified mail-restricted delivery, to notify the Employer of the employee's intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

### **ARTICLE 17**

#### **Filling of Positions**

**Section 17.1:** The term "promotion," for purposes of this Agreement, shall mean the act of permanently placing a bargaining unit individual in a position that carries a higher salary range than that previously held. The term "demotion" for purposes of this Agreement, shall mean the act of permanently placing a bargaining unit individual in a position which has a lower salary range than the position previously held by such employee.

**Section 17.2:** Whenever the Employer determines a job vacancy exists in the bargaining unit and the Employer decides and is prepared to fill it, a notice of such opening shall be posted on the Employer's bulletin board for five (5) consecutive work days. During this period, anyone wishing to apply for the open position shall submit a written application to the Employer. The Employer shall not be required to consider any application received after the final date specified for receipt of applications.

**Section 17.3:** The Employer shall post the minimum qualifications applicants must possess in order to be considered for bargaining unit positions. Such minimum qualifications shall include both the class requirements and the major worker characteristics as specified by the Agency's position descriptions. The normal hours of work, as well as the rate of pay, shall also be included in the posting.

**Section 17.4:** Such positions shall be awarded to the most senior qualified employee. If none of the applicants within the bargaining unit are qualified, the position may be filled by an applicant from outside the bargaining unit.

**Section 17.5:** The Employer may hold the selected applicant in their current position until the employee's work is completed or a replacement is obtained. However, the selected employee's salary shall be adjusted to the appropriate rate of pay for the new position in accordance with Section 17.6 herein, no later than forty-five (45) work days after being awarded the position. The new rate of pay shall be effective at the beginning of the pay period which includes the forty-fifth (45<sup>th</sup>) work day. The employee's promotional probationary period shall not begin until the employee is assigned to the new position.

**Section 17.6:** The promotional salary shall be determined by increasing the employee's pay to the base rate for the new position level. In the event an employee is already earning more than the base rate of the new position, the employee will maintain his/her previous salary until such time that he/she meets the required number of years experience in that position for a raise beyond current salary. Increases shall then be effective the beginning of the pay period in which

November 4<sup>th</sup> falls each year. An employee who receives a lateral transfer (transfers from one position to another at the same pay range) either through the bidding process, or, by assignment, will maintain his/her previous salary until such time that he/she has the necessary experience in the position to qualify for an increase. The pay rate for an employee demoted to a lower pay range, either voluntarily or involuntarily, shall be computed by decreasing the employee's current rate of pay to the rate for the next lower tier of experience in the new position. Thus an individual with over twelve years experience in level would be reduced no lower than to the three/four years of experience rate in the new level. Thereafter, the employee shall receive subsequent pay increases if they have met the required number of years experience in that position, effective the beginning of the pay period in which November 4<sup>th</sup> falls each year. Effective October 7, 2010, each employee will be placed in the appropriate level/years experience determined in Appendix A. The names of each bargaining unit employee and their new wage and countable years of experience in level will be listed in Appendix A-1. The employee shall then receive subsequent pay increases, as periods of service are met, effective the beginning of the pay period in which November 4<sup>th</sup> falls each subsequent year.

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## **ARTICLE 18** **Hours of Work**

**Section 18.1:** This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency, or, improving services, or, from establishing the work schedules of employees.

**Section 18.2:** The normal work week shall consist of forty (40) hours as approved by the Unit Supervisor, Administrator or Director

**Section 18.3:** Employees may work a flexible work schedule as follows:

Employees may arrive at work anytime between 7:00 a.m. and their scheduled "core" start time, and, shall exit from work anytime up to 7:00 p.m. provided the employee has worked the established core time.

- A. Core times will be from 8:30 a.m. until 3:30 p.m. Monday through Thursday and 8:30 a.m. until 12:30 p.m. on Fridays.
- B. All bargaining unit employees shall work these core hours each day unless a different schedule is approved in advance by the employee's supervisor.
- C. Employees shall take their lunch period in fifteen (15) minute increments. Lunch periods shall occur between 11:30 a.m. and 2:30 p.m. Employees may flex their work time by taking a longer lunch period with advance approval of their supervisor.
- D. The Employer may schedule meetings and require employees to report to work at specified dates and times. Employees will be notified of such meetings in advance and will be required to flex their work time accordingly.
- E. Employees in each unit will be responsible for scheduling and assuring coverage of necessary unit duties during the business hours of the Agency.
- F. Employees who are unable to report to work must report their absence to their supervisor, or in their supervisor's absence, another supervisory staff person, no later than 8:15 a.m. The tardiness policy will be in effect at scheduled "core" start time.

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- G. Employees shall record their time as determined by the Employer.
- H. Overtime slips shall be submitted for prior approval only if the employee will be working in excess of forty (40) hours as defined by the negotiated Agreement. Employees may work more or less than eight (8) hours per day but shall not work more than forty (40) hours per week unless prior approval to work overtime has been obtained.
- I. In the event of a state mandate or other changes which results in the flex-time provisions adversely affecting the efficiency of the Agency or delivery of services to the Hardin County Job and Family Services' clients, the parties agree to negotiate appropriate changes in the work schedule to accommodate such mandate or changes.

**ARTICLE 19**  
**Overtime**

**Section 19.1:** An employee shall be paid one and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of forty (40) hours in any week. For purposes of computing overtime, all hours in active pay status shall be counted as hours worked.

For purposes of this section, active pay status shall mean conditions under which the employee is eligible to receive pay directly from the County including hours worked, vacation leave, paid personal leave, holidays, comp time, paid military leave, paid court leave, and paid sick leave.

**Section 19.2:** There shall be no compounding or pyramiding of overtime pay, hours worked, or hours spent in active pay status, and all hours for which an employee receives a premium rate of pay shall be excluded as hours worked in the calculation of the employee's entitlement to overtime compensation. Compensation shall not be paid more than once for the same hours under the provisions of this Article or Agreement.

**Section 19.3:** Overtime normally must be authorized in advance by the employee's immediate supervisor or other agency supervisor or administrator. In the event of unusual circumstances or situations which may require Social Services Workers to work overtime without prior authorization, employees shall request authorization as soon as practical.

**Note:** Social Services Workers who are on call and must respond to a call as part of their on-call duties may need to do so without having overtime pre-authorized in the following situations: No Supervisory or Administrative Staff are available; the call is of such an emergency nature there is no time to contact Administrative or Supervisory Staff.

**Section 19.4:** When deemed necessary by their immediate supervisor, employees shall be required to work beyond their normal work day if such work continuation is necessary for the completion of their specifically assigned work duties. Other work extending beyond the work day shall first be offered on a voluntary basis and according to seniority to employees who are qualified to do the work. However, if a sufficient number of employees do not accept the work, the least senior qualified employee(s) shall be required to work. Management may determine that employees with less than three years experience do not meet qualifications.

## **ARTICLE 20**

### **Compensatory Time**

**Section 20.1:** In lieu of monetary compensation for overtime hours worked, an employee may elect to take compensatory time as compensation for overtime hours worked.

**Section 20.2:** If an employee elects to take compensatory time off in lieu of monetary compensation for overtime worked, the employee shall be entitled to one and one half (1 ½) hours compensatory time for each one (1) hour of overtime worked.

**Section 20.3:** Employees shall be permitted to accumulate no more than sixty (60) hours of compensatory time. After an employee has accumulated sixty (60) hours of compensatory time, any additional overtime shall then be monetarily compensated at the rate of one and one-half (1 ½) times the usual straight time hourly rate.

**Section 20.4:** At the conclusion of each work week, each employee shall designate what hours worked over forty in the week are to be taken as compensatory time off in lieu of monetary payment at one and one-half (1 ½) times the employee's hourly rate.

**Section 20.5:** After its accumulation, compensatory time off may only be taken with advance approval of the employee's immediate supervisor.

**Section 20.6:** An employee shall be considered in active pay status when using compensatory time.

**Section 20.7:** Compensatory time off shall be taken and charged in minimum units of one quarter (1/4) hour.

## **ARTICLE 21**

### **Wages**

**Section 21.1:** All bargaining unit employees shall be assigned to the appropriate pay rate in the pay range (Appendix A) designated for their classification in accordance with Appendix B. "Years in Level" for each employee have been established in Appendix A-1.

**Section 21.2:** In recognition of the dramatic effect of the introduction of the new wage scale, especially on the most senior employees who have worked many years to achieve the top of the wage scale, employer will issue a one-time payment to those employees receiving less than a fifty cent (\$.50) an hour wage increase. Payment shall be calculated by subtracting the employee's hourly raise from fifty (50) and multiplying that figure by twenty dollars (\$20.00). Payment will be processed during the first pay period after final ratification of the agreement.

## **ARTICLE 22**

### **Working out of Classification**

**Section 22.1:** If the Employer works an employee in a higher classification for more than five (5) consecutive work days, the employee shall be paid the higher rate of pay for all hours worked starting with the first day the employee worked in the higher classification.

**Section 22.2:** Bargaining Unit acknowledges that Management is attempting to limit the risk of possible lay-offs, including by possibly reducing Management Staff. As such, Bargaining Unit Staff may be assigned "lead worker" duties in the temporary absence of Management Staff. (As lead worker, employee covers in Supervisor's absence and directs staff in completing work duties, including but not limited to the prioritization & scheduling of work, providing technical assistance, assisting the Director in implementing established policies and procedures for the efficient delivery of services. Lead worker may be called on to offer input regarding the need for staff training,

especially in the event of a supervisor's extended period of absence. Attends staff meetings, trainings and conferences as assigned.)

**Section 22.3:** Management has the prerogative to designate lead worker of its choice. Management will consider seniority in selecting lead worker, but is not bound by seniority. Should most senior bargaining unit employee not be selected as lead worker, employer will counsel employee on areas for the development to enhance potential to serve as lead worker. Employee has prerogative to refuse lead worker assignment, except for least senior non-entry level employee. Lead workers will be designated by Director or Acting Director when a Supervisor will be absent for an entire day or more. Lead workers will be compensated at the rate of \$25.00 a day for each day they serve as lead worker in addition to their regular hourly rate. Lead worker compensation is not subject to premium pay.

### **ARTICLE 23**

#### **On-call Pay/Call-out Pay**

**Section 23.1:** The Social Services Bargaining Unit Workers who are required by the Employer to carry a pager and be on-call for Children's and Adult Protective Services shall be paid the sum of twenty five dollars (\$25.00) for each week-day they are assigned to on-call duty, and thirty five dollars (\$35.00) for each Saturday, Sunday or recognized holiday they are assigned to on-call duty.

**Section 23.2:** Such on-call pay shall not be included in the calculation of an employee's rate of pay for overtime purposes, and such pay shall not represent or be counted as hours worked.

### **ARTICLE 24**

#### **Holidays**

**Section 24.1:** All employees covered by this Agreement shall receive eight (8) hours pay at their regular straight time hourly rate for the following holidays whether they work on such holiday or not. Part-time employees shall receive holiday pay on a pro-rated basis:

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

**Section 24.2:** An employee who does not work on their last scheduled work day immediately preceding such holiday and their next scheduled work day immediately following such holiday, shall not receive any part of the holiday pay referred to in Section 24.1 above. However, an employee on approved leave, with pay, shall be considered to have worked such day or days.

**ARTICLE 25**

**Vacation**

**Section 25.1:** After one (1) continuous year of employment with the Employer, each permanent, full-time employee shall be entitled to the following vacation leave, with pay, based upon length of service employment (see 25.11):

Length of Service	Annual Vacation
Less than one year completed	None
One (1) year completed, to less than eight (8) years completed	10 days (80) hours
Eight (8) Years completed, to less than fifteen (15) years completed	15 days (120) hours
Fifteen (15) years completed, to less than twenty-five (25) years completed	20 days (160) hours
Twenty-five (25) years completed , or more	25 days (200) hours

**Section 25.2:** No employee will be entitled to paid vacation leave, nor payment for accumulated vacation leave, under any circumstances, until completing one (1) continuous year of employment with the Employer. The vacation period for each employee shall begin on the first anniversary date of employment.

**Section 25.3:** In the case of retirement, resignation, or permanent disability retirement, all accrued vacation leave earned will be returned to the employee in paid compensation. To qualify for such payment, the employee shall provide notice to the Employer not less than two (2) weeks in advance of the retirement or resignation. In the event of an employee's death, all accrued vacation leave will be paid to the employee's beneficiary.

**Section 25.4:** An employee, suffering an illness or injury, may elect to use accumulated, but, unused paid vacation leave if all sick leave benefits have been exhausted, provided the illness or injury is such that it would have warranted authorized sick leave.

**Section 25.5:** Vacation shall be scheduled with the approval of the employee's immediate supervisor, as well as the Director's authorization.

**Section 25.6:** The parties agree that the Employer has the authority to determine the number of employees within each department and/or work unit who may be on vacation at the same time. The parties further agree that any and all vacation leaves are subject to cancellation in the case of emergency, but it is also their intention that at least one (1) employee in each department and/or work unit be permitted to be on vacation at any given time, except in the case of emergency or those periods of time, recurring on an annual, or other basis, when the Director determines in advance that no employee in a given department and/or work unit can be on vacation leave.

**Section 25.7:** Vacation leave shall be charged in minimum units of one-quarter (1/4) hour. All vacation leave must be approved and authorized in advance of its use.

**Section 25.8:** Department of Job and Family Services seniority shall determine which employees shall have first choice for vacation leave, provided the vacation leave request is submitted to the Director between January first (1<sup>st</sup>) and the close of the business day on March fifteenth (15<sup>th</sup>).

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Departmental seniority shall not apply to vacation leave requests submitted after March fifteenth (15<sup>th</sup>), and requests submitted after March fifteenth (15<sup>th</sup>) shall be granted, subject to workload requirement and scheduling needs, on a first submitted basis. If, after March fifteenth (15<sup>th</sup>), two (2) or more employees in the same work unit submit their vacation requests at the same time for coinciding vacation leave periods, the determining factor will be departmental seniority.

**Section 25.9:** For purposes of the Article (Vacation) only, the following shall be considered as work units within Hardin County Job and Family Services:

A.	Public Assistance Department
B.	First Floor Clerical Services
C.	Social Services Investigative Unit
D.	Social Services On Going Unit
E.	Second Floor Clerical Services

**Section 25.10:** Any request for vacation leave exceeding four (4) hours, which is not submitted at least five (5) work days prior to the requested leave date, shall not be grievable if denied.

**Section 25.11:** Length of service for the purpose of calculating vacation is determined according to the total prior service an employee has with any county, for those employees hired by Hardin County on, or, after July 5, 1987. Length of service for the purpose of calculating vacation for employees hired by Hardin County prior to July 5, 1987, shall be calculated according to the total prior service with the county, state, or any political subdivision thereof. In either case, prior service need not be continuous; however, completion of a total of one (1) year of service is required before eligibility for vacation leave is established. An employee who has retired in accordance with the provisions of OPERS or any retirement plan offered by the state, and who is subsequently hired by Hardin County after June 24, 1987, shall not have prior service with the county, the state, or any political subdivision of the state counted for the purpose of computing vacation leave. Vacation accrual for such employee shall be based only upon the current service accruing with Hardin County.

**Section 25.12:** Vacations normally shall be taken within the twelve (12) month following the employee's anniversary date. If it becomes necessary to carry over accrued vacation due to operational requirements, an employee will be allowed to carry over up to two (2) years accrued vacation. Accrued vacation in excess of two (2) years shall not be carried over and will be used or forfeited. Current employees will be grandfathered in to allow them to use excess accrual through June 1, 2011.

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**ARTICLE 26**

**Sick leave**

**Section 26.1:** Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, up to a limit of One Hundred Twenty (120) hours per year.

**Section 26.2:** For the purposes of this Article (Sick Leave), active pay status shall exclude overtime hours, unpaid leave of absence, layoffs, periods of suspension without pay, and absences without approved leave.

**Section 26.3:** Earned, but, unused sick leave shall accumulate without limit, but, when used, sick leave shall be charged in minimum units of one-quarter (1/4) hour.

**Section 26.4:** Sick leave shall be allowed and charged only for those hours that an employee otherwise would have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings nor shall sick leave payment cause an increase therein. No employee shall receive sick leave payment for any day, or part thereof, when the employee receives any other form of compensation from the Employer, as for example, in the case of Holiday pay.

**Section 26.5:** Sick leave may be granted to an employee under the following circumstances and upon approval of the employer:

- A. Illness or injury of the employee, or illness or injury of a member of the employee's immediate family, which requires the employee's presence.
- B. Exposure of employee or a member of the employee's immediate family to a contagious disease, which would have the potential of jeopardizing the health of the employee or the health of others.
- C. Death of a member of the employee's immediate family. Sick leave usage for this purpose is limited to five (5) working days. A bereavement leave of up to three days may be pre-approved for persons outside the immediate family if the relationship to the requesting staff is deemed significant by the Supervisor and Director.
- D. Medical, dental, or optical examinations or treatment of the employee or a member of the employee's immediate family, which can not be scheduled during non-working hours. Employees should make an effort to schedule such appointments at a time which provides the least disruption of their work.
- E. Pregnancy, childbirth and/or related medical conditions. Paternity leave shall be granted male employees for up to five (5) consecutive work days for care of the employee's wife, and family during the post-natal period.

For the purposes of this Article "immediate family" is defined as only: mother, father, brother, sister, child, step-child, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in the place of the employee's parent.

**Section 26.6:** Employees failing to comply with sick leave rules and regulations shall not be paid. Falsification of applications for sick leave and/or the filing of sick leave applications or documentation with the intent to defraud shall result in the disapproval of sick leave, discharge of the involved employee(s), and refund of salary or wages paid.

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**Section 26.7:** An employee shall complete and sign a standard, written application requesting the use of sick leave, or, in accordance with Section 26.9, a certificate from a licensed physician, or dentist, stating the nature of the illness. Sick leave shall not be approved or paid until the employee has submitted the required application(s) and certificate(s) and has had the application approved by the Director or designee.

**Section 26.8:** When an employee is unable to report to work, notification shall be given to the employee's immediate supervisor, or other designated person, not later than 8:15 a.m. Unless other arrangements are made with the employee's immediate supervisor, the employee shall so report on each day of absence. When so reporting, the employee shall advise the immediate supervisor, or other designated person, of the reason for application for sick leave.

**Section 26.9:** An employee using excessive amounts of sick leave, exhibiting a pattern of absence claimed due to illness, or having an illness or disability exceeding three (3) work days, shall furnish a statement from the attending physician or dentist, notifying the Employer that the employee was unable to perform the duties of the employee's position during the period of absence, but, that the employee is now able to return to work. Where the employee applies for sick leave due to the employee's attendance or presence being required for the employee's spouse or child, the employee shall furnish the Employer with a statement from the attending, treating or examining physician indicating the employee's attendance or presence was necessary.

**Section 26.10:** If an employee is unable to satisfactorily perform assigned job duties, has used sick leave in an excessive manner, or has exhibited a pattern of absence attributed by the employee to illness, the Employer, in determining the employee's physical or mental ability to perform work for and represent the Employer, may rely upon medical evidence submitted by the employee, or, in its discretion, the Employer may require the employee to submit to an examination, paid for by the Employer, and conducted by a physician or psychologist selected by the Employer. If the employee does not agree with the results of such examination, the employee may request another examination by another physician or psychologist mutually selected by the employee and Employer. The fees and charges of such mutually selected physician or psychologist shall be paid equally by the employee and Employer. Disputes as to the employee's physical and/or mental health shall be determined in accordance with this Section, and the results of such examination conducted by the mutually selected physician or psychologist shall be binding upon the employee, the Union and the Employer and shall not be grieved or otherwise appealed.

**Section 26.11:** In accordance with this Article, payment of accrued, but, unused sick leave will be made to each employee having ten (10) or more years of continuous service with the Employer, upon disability or service retirement under the Ohio Public Employees Retirement System from active service with the Employer. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be fifty (50%) of the employee's accrued, but, unused, sick leave hours, up to maximum of seventy-five (75) days, and such payment shall, in no event, exceed compensation for six hundred (600) hours, over the course of an employee's service, as provided in Section 26.13. In case of death, such payment, as provided for in this Article, shall be made to the deceased employee's estate.

**Section 26.12:** In accordance with this Article, payment of accrued, but, unused sick leave will be made to each employee having ten (10) or more years of continuous service with the Employer upon resignation from active service with the Employer unless the employee has received appointment to a position with another political subdivision of this State and elects to transfer

accrued sick leave to the new Employer. Such payment shall be based on the employee's rate of pay at the time of resignation. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The amount of such payment shall be twenty five (25%) percent of the employee's accrued, but, unused sick leave, up to a maximum of twenty five (25) days and such payment shall in no event, exceed compensation for two hundred (200) hours. Any sick leave already redeemed under Section 26.13 below, shall count toward the 200 hour limit.

**Section 26.13:** Annual Sick Leave Conversion: Employees who have an accumulated balance of unused sick leave in excess of six hundred (600) hours shall annually have the option of converting a portion of this unused balance into a cash payment if the Director determines funds are available. The maximum number of sick leave hours which may be converted each year is two hundred forty (240) hours and will be converted at 50% of value of the hours converted at the employee's current rate of pay as of November 10<sup>th</sup> each year, provided the employee's total sick leave balance following the annual conversion is not reduced below six hundred (600) hours. Hours converted will be deducted from the 1200 hours allowable for conversion anticipated at retirement. In any case, employees may not convert over 1200 hours during career. Sick leave transferred from another public agency or earned during a previous period of public employment is not convertible for annual cash payment at all. The employee who wishes to exercise the annual sick leave conversion option must notify the Director of their intention no later than November 10 of each year. Payment will be made in a separate check the second (2<sup>nd</sup>) pay in January following the November 10<sup>th</sup> request. See Form 41 in the Personnel Policies Manual "Annual Sick Leave Conversion Request".

## ARTICLE 27

### Paid Personal Leave

**Section 27.1:** Full-time employees will be granted up to twenty-four (24) hours of paid personal leave per calendar year, subject to the provisions herein. Each full-time employee will receive the twenty-four (24) hours as a credit on the first pay period of each calendar year, provided the employee is in active pay status at that time. For purposes of this Article, active pay status is defined as all conditions under which an employee is eligible to receive pay directly from the County; including hours worked, vacation leave, holidays, comp time, sick leave, military leave and paid court leave. For employees not in active pay status on the first pay period of the calendar year; personal leave hours will be credited upon the employee's return to work at the rate of one (1) hour of paid personal leave for each full pay period remaining until the end of the calendar year in which an employee returns (maximum of 24 hours). Paid personal leave shall be pro-rated for part-time employees. Personal Leave must be used by the last pay period of each year, and shall not be carried forward from year to year.

**Section 27.2:** Paid personal leave shall be charged in minimum increments of one-quarter (1/4) hour and personal leave payment shall not exceed, or cause an increase in, the employee's regular work day or work week earnings. Likewise, no employee shall receive personal leave pay or be credited with hours worked for any day when the employee receives any other form of compensation from the Employer, as for example, in the case of holiday pay.

**Section 27.3:** Newly hired employees, after thirty (30) days of employment will be credited with two (2) hours of paid personal leave and will accrue an additional two (2) hours of paid personal leave upon completion of each succeeding calendar month remaining in this first calendar year excluding December. Newly hired employees will be credited with paid personal leave days upon the first pay of January succeeding the effective date of their employment as provided in Section 27.1 above.

**Section 27.4:** The parties agree that the Employer shall have the authority to determine the number of employees within each department and/or work unit who may be paid personal leave at the same time. The parties further agree that any and all paid personal leaves are subject to cancellation in the case of an emergency. However, it is also their intention that at least one (1) employee in each department and/or work unit be permitted to be on paid personal leave at any given time if no other employee is on vacation at that time in that department and/or work unit. However, such leaves may be prohibited during those periods of times, recurring on an annual basis, when the Director determines in advance that no employee within a given department and/or work unit can be paid personal leave.

**Section 27.5:** An employee requesting paid personal leave shall submit a written request to the employee's immediate supervisor not less than twenty-four (24) hours in advance of the personal leave time requested. All paid personal leave must be approved by the immediate supervisor and authorized by the Director in advance. However, exceptions may be made in emergency situations.

**Section 27.6:** Paid personal leave shall not be used to extend an employee's active pay status for the purpose of accruing overtime, nor shall it be used to extend an employee's date of resignation or retirement. Likewise, no employee shall receive paid personal leave for any day on which the employee is not scheduled to work.

**Section 27.7:** Paid personal leave shall not be accumulated or carried over from one calendar year to the next and any personal leave time not used by the last pay period of the calendar year shall be forfeited without pay. Hours that would be accrued by newly hired employees during the two pay periods in November may be carried over to the next calendar year only.

**Section 27.8:** Employees who sever their employment with the Department in a calendar year for other than disability, who have already utilized all paid personal leave hours, shall reimburse the Employer on a pro-rated basis. The reimbursement rate shall be one (1) hour of pay for each full pay period remaining in the calendar year following the separation of employment. The reimbursement may be captured by the Employer by withholding from the employee's final pay

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## **ARTICLE 28**

### **Calamity Days**

**Section 28.1:** The parties recognize that it may be necessary for the Commissioners or the Director to declare Hardin County Job and Family Services to be closed at a given time due to weather related emergency or other calamitous circumstances. It is agreed whenever the Hardin County Sheriff declares an emergency which closes all Hardin County roadways to non-emergency personnel and makes all other persons traveling on such roadways subject to arrest, the Director will either delay opening of the Agency or declare a calamity day for the period of such emergency.

**Section 28.2:** In the event of such opening delay or calamity day closing, all employees who are not on pre-approved leave at that time shall receive their usual pay for the period of the delay or closing regardless of whether or not they are permitted or required to perform their duties and whether or not conditions permit them to report for work or remain on the job. Employees pre-approved for sick leave, vacation, comp time, personal leave or unpaid leave of absence during the hours of calamity time off will not be paid calamity pay.

**Section 28.3:** In the event of such closing, those employees, who are permitted or required to work, shall, in addition to their compensation for those hours actually worked, also be granted equivalent time off, with pay, at a later time. The amount of such time off, with pay, shall not exceed the actual hours worked during such closing, and such time off must be requested and approved by the employee's supervisor in advance of the use thereof.

**Section 28.4:** The parties agree that, subject to all other terms and provisions of this Agreement, the Director, may do any or all of the following in the event of such closing:

- A. Direct employees not to report for work;
- B. Release employees prior to the conclusion of their normal work day;
- C. Permit employees to work, or to continue to work;
- D. Require employees to work, or to continue to work.

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## ARTICLE 29

### Family, Medical and Disability Leave

**Section 29.1:** Employees who have been employed for at least twelve (12) months and who have completed at least one thousand two hundred and fifty (1,250) hours of service with the County during the previous twelve (12) month period before the leave is requested shall be eligible for Family and Medical Leave Act (FLMA) leave as provided herein. FML is not intended to cover short term illnesses that do not meet the definition of a serious health condition, where treatment and recovery are brief. (See Agency Policy and Procedures Manual Form 26, Page 3.)

**Section 29.2:** Eligible employees shall be entitled to a total of twelve (12) work weeks of FMLA leave during the twelve (12) month period measured forward from the date the employee's FMLA leave began, for the following reasons:

- A. Because of the birth of a child of the employee or placement of a child with the employee for adoption or foster care;
- B. In order to care for the spouse, child, parent or one who stood in place of a parent of the employee, if such spouse, child, parent or "in loco parentis" has a serious health condition;  
or
- C. Because of a serious health condition that makes the employee unable to perform any of the essential functions of the employee's position
- D. For a "qualifying exigency" related to an immediate family member's call to active duty in the military.
- E. In order to care for a "next of kin" who is a military service member suffering from a "serious illness" received in the line of duty (up to 26 weeks of unpaid leave).

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**Section 29.3:** Employees shall be required to use all accrued sick leave (if applicable), vacation (Employee's option) and other paid leave prior to being granted an unpaid FMLA leave. The combined period of leave, including vacation (at employee option), sick leave, other paid leave and unpaid FMLA leave shall not exceed the total of twelve (12) work weeks during any twelve (12) month period (26 work weeks for "next of kin", see Section 29.2 E).

**Section 29.4:** In the event of the continuation, reoccurrence or onset of a serious health condition after the employee has exhausted the twelve (12) or (26) work weeks of FMLA leave as provided in the Article, the employee may request an unpaid disability leave of absence as outlined in Section 12 of this Article.

**Section 29.5:** In any case in which a husband and wife, both employed by the County, request FMLA leave due to the birth or placement with the employees of a child or to care for either employee's parent who has a serious health condition, the aggregate number of work weeks of FMLA leave to which both employees shall be entitled shall be limited to twelve (12) work weeks during any twelve (12) month period.

**Section 29.6:** FMLA leave due to the serious health condition of the employee or the employee's spouse, child or parent may be taken intermittently or on a reduced leave schedule when medically necessary. The Director may require an employee taking FMLA leave in this manner for planned medical treatments to transfer temporarily to an alternative position which has equivalent pay and benefits and better accommodates the recurring periods of leave.

The taking of FMLA leave intermittently or on a reduced schedule shall not result in a reduction in the total amount of FMLA leave to which the employee is entitled in accordance with the Agreement.

FMLA leave due to the birth or placement with the employee of a child shall not be taken on an intermittent or reduced leave schedule which reduces the usual number of hours per work week or per workday.

**Section 29.7:** An employee granted FMLA leave in accordance with this Agreement shall continue to accrue seniority during the period of such leave provided the employee follows the proper procedures for requesting such leave and returns to work at the expiration of the approved leave period.

**Section 29.8:** Any eligible employee who takes FMLA leave hereunder shall be entitled, on return from such leave, to be restored to the position held by the employee when the leave commenced or a similar position of equivalent pay and benefits. The Director may require that the employee's physician certify that the employee is able to resume work as a condition of return to employment.

**Section 29.9:** During any period that an eligible employee takes FMLA leave hereunder, the County shall maintain the employee's group health care coverage under the conditions coverage would have been provided if the employee had continued in employment for the duration of the leave. The employee will be responsible to pay the employee's share of the health insurance costs during the leave. If the employee does not return from the leave, the employee is responsible to reimburse the County for the total insurance premium paid by the County.

**Section 29.10:** Upon receipt of a request for FMLA leave, the Director will provide the requesting employee with a written notice of the employees rights and obligations under the leave.

**Section 29.11:** Eligible employees requiring FMLA leave shall normally notify the Director not less than thirty (30) days prior to the date such leave is to begin by the completion of a written

application for FMLA leave (see Form 25 in the PPM Forms section). In situations where the need for such leave is not foreseeable thirty (30) days in advance, the employee shall complete an application and provide as much advance notice as possible. Leave forms shall be submitted to the employee's immediate supervisor.

Employees must provide the Director with certification of the condition from a health care provider in cases involving serious health conditions of the employee or the employee's spouse, child, or parent and attach same to the application for leave. If the certification is for a serious health condition of the employee, it shall include a statement that the employee cannot perform the essential functions of the employee's job.

Upon receipt of the certification, the Director may, at the County's expense, require the employee to obtain a second opinion from a health care provider selected by the Director. The Director may seek additional information from the initially certifying practitioner.

If the second opinion differs from the first, the Director may, at the County's expense, require the employee to submit to a third examination by a health care provider jointly selected by the Director and the employee. This third option shall be final and binding.

**Section 29.12:** A disability leave may be granted to an employee when a disability or serious health condition continues beyond available sick leave and FMLA leave. To be eligible for disability leave, an employee must be hospitalized or institutionalized, on a period of convalescence following hospitalization or institutionalization authorized by a licensed physician at the hospital or institution, or be declared incapacitated and unable to perform the essential functions of the employee's position by a licensed physician.

An employee granted disability leave shall be entitled to be restored to the position held by the employee prior to taking disability leave or a position of equivalent pay and benefits within thirty (30) days after filing written application for reinstatement with the Director. The Director may require, at the County's expense, a physical examination by a licensed physician designated by the Director that certifies the employee is capable of performing the essential functions of the position. Application for reinstatement shall be filed within two (2) years from the date disability leave was approved.

An employee whose disability prevents reinstatement may desire to apply for retirement to the Ohio Public Employees Retirement System. If retirement is approved, the employee shall report the approval to the Director immediately.

An employee who does not return from disability leave within the prescribed time and has not resigned or taken disability retirement will be separated from employment through a personnel action designated as "Failure to Return from Disability Leave."

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### **ARTICLE 30 Military Leave**

**Section 30.1:** Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia or other reserve components of the Armed Forces of the United States, shall be entitled to a military leave of absence from their duties, without loss of pay, for such time as they are in the military services on field training or active duty for a period not to exceed thirty-one (31) days in any calendar year. The maximum hours for which payment can be made in any one calendar year is one hundred seventy-six (176) hours.

**Section 30.2:** The Employer will comply with the applicable state and federal law regarding payment of bargaining unit employees for military leave. (Ohio Revised Code 5923.05 requires that public employees on military leave receive a full salary plus military salary and prohibits remittance of such military pay to the Employer.)

**Section 30.3:** The Employer shall grant a leave of absence, without pay, to an employee who enters active military service and subsequent re-employment rights in accordance with applicable Federal law.

### **ARTICLE 31**

#### **Jury Leave**

**Section 31.1:** An employee called on for jury service shall be granted a leave of absence, with pay, during periods of actual attendance.

**Section 31.2:** If an employee is released from jury service on any work day when two (2) or more hours remain in the employee's normal work day at the time of release, the employee shall then report for work.

**Section 31.3:** All compensation received by an employee as a result of jury service shall be remitted by the employee to the Employer

### **ARTICLE 32**

#### **Unpaid Leave of Absence**

**Section 32.1:** An employee may apply for an unpaid leave of absence by submitting a request in writing. Such request shall state the reason(s) or purpose(s) for which the leave is needed. Such leave may be granted for a maximum duration of six (6) months, and shall not be renewed or extended beyond the expiration of said six (6) month period. No such leave will be granted or taken without the express, written approval of the Director. An employee may return to duty prior to the originally scheduled expiration of the leave, provided the Director agrees to such earlier return.

**Section 32.2:** An employee who fails to return to duty at the completion of an unpaid leave of absence, or who falsely obtains such leave, shall be subject to discipline, up to and including discharge.

**Section 32.3:** No employee will be granted a leave of absence for the purpose of seeking other employment, entering the employment of another employer (with the exception of United States Armed Forces), or becoming self-employed. If an employee is found to be employed by another employer or to be self-employed while on Unpaid Leave of Absence leave, the employee shall be offered the opportunity to resign from service with the Employer. If the employee fails or refuses to resign, then the employee may be discharged.

**Section 32.4:** An unpaid leave of absence shall not constitute a break in continuous service for the purpose of calculating an employee's seniority. However, an employee on unpaid leave of absence shall be entitled to no economic or fringe benefits while on such leave and shall earn no vacation or sick leave credit during the period of an unpaid leave of absence.

**Section 32.5:** An unpaid leave of absence as provided in this Article shall not be utilized for medical conditions as specified under Article 29 of this Agreement.

**ARTICLE 33**

**Union Leave**

**Section 33.1:** The Union will be allowed a total of four (4) Union leave days (limited to a maximum of thirty-six [36] regular working hours), without pay, during each calendar year. Such Union leave shall only be used for the following AFSCME events:

- AFSCME Ohio Educational Conference
- AFSCME Ohio Council 8 Convention
- AFSCME International Convention
- AFSCME Ohio Legislative Political Action Conference
- AFL-CIO Convention

**Section 33.2:** The Union shall notify the Director and request the use of Union leave at least two (2) weeks in advance of the date requested for the leave to begin. Such request shall specify the reason for the leave and the employee for whom such leave is being requested.

**Section 33.3:** No more than one (1) employee within a department, division or classification shall be on Union leave at any given time.

**Section 33.4:** Hardin County Bargaining Unit Employees shall be permitted one hour paid lunch per each six months prior to quarterly Labor Management Meeting. Except during the year in which there are contract negotiations, when up to four such meetings shall be permitted. Paid lunch may not exceed one (1) Hour and no more than four (4) per year will be permitted

**ARTICLE 34**

**Hospitalization and Life Insurance**

**Section 34.1:** The Employer shall continue to offer to the employees those hospitalization and life insurance benefits being made available to other non-bargaining unit Hardin County employees.

**Section 34.2:** Employees shall continue to contribute twenty (20%) percent toward the cost of such premiums.

**Section 34.3:** Participation in such hospitalization and life insurance programs shall continue to be optional with each employee

**ARTICLE 35**

**OPERS Pick up**

**Section 35.1:** The Employer agrees to provide those employees covered by this Agreement the same OPERS deferred tax (i.e. "Pick up") program adopted by the Hardin County Commissioners for other non-bargaining unit employees under the Commissioners' jurisdiction.

**Section 35.2:** Such "pick up" program shall apply to the bargaining unit employees in the same form as adopted or amended by the Hardin County Commissioners without negotiation thereof, and shall be applicable to all bargaining unit employees without exception.

**ARTICLE 36**

**Education and Training Reimbursement**

**Section 36.1:** If the Employer requires an employee to acquire further education or training as a condition of employment, the Employer will pay those tuition costs and attendance or registration fees incurred by the employee as a result, as well as travel and text book costs. However such books shall become the property of the Employer.

**Section 36.2:** An employee so required to acquire further education or training shall furnish the Employer with satisfactory evidence of such costs or fees, as well as employee's attendance and progress. Maintenance of a grade of "C" is required for satisfactory performance.

**ARTICLE 37**

**Rest Periods**

**Section 37.1:** Except as otherwise provided herein, each employee shall be granted fifteen (15) minutes of rest period in the first half of the day and fifteen (15) minutes of rest period in the second half of the day with pay each workday. The fifteen (15) minutes need not be taken in a single block. Each rest period will be scheduled whenever practicable and taken at a time and in a manner that does not interfere with the efficiency of the work unit. Employees who exceed the permitted time for rest periods while in a pay status shall be subject to disciplinary action.

**Section 37.2:** The rest period is intended to be a recess to be preceded and followed by an extended work period, thus, it may not be used to cover an employee's late arrival to work or early departure. Nor may it be regarded as cumulative if not taken. Employer and Employees acknowledge and agree that economic conditions have spawned an increase in demand for services while constraining resources available to meet the demand. Recognizing associated stress and pressure, employees may take additional break time as needed and approved, without pay. Additional unpaid time should be recorded on the employee's time sheet by signing in and out.

**ARTICLE 38**

**Break room**

**Section 38.1:** The Employer will continue to provide an area for the employees to take their breaks and to use for a lunch room.

**Section 38.2:** The Employer will continue to provide the appliances and furnishings in the break room as currently provided.

**Section 38.3:** The items the Employer now provides are:

- A. Microwave
- B. Two (2) tables and chairs.

**Section 38.4:** If an item the Employer currently provides breaks or becomes inoperable, the Employer will replace or repair it as soon as possible.

**ARTICLE 39**

**Mileage Reimbursement**

**Section 39.1:** Employees required to use their privately owned vehicles in the performance of the work duties, shall be reimbursed at the same rate prescribed by resolution for County Employees, but, not less than **\$.38** per mile. Such payment shall be considered as total reimbursement for all vehicle related expenses.

**Section 39.2:** If two or more employees travel together in the performance of their job duties, only one (1) shall be entitled to receive mileage reimbursement.

**Section 39.3:** Travel for conferences, workshops, seminars or other Departmental related meetings will not be reimbursed unless approved in advance by the Director. Certain travel on agency business does not require pre-approval. This includes most activities involving investigation of child abuse/neglect, elder abuse/neglect, client related activities and fraud investigation activities.

**Section 39.4:** Expenses for parking, highway, bridge and tunnel tolls are reimbursable upon presentation of a receipt and with prior authorization. Parking expenses are reimbursed only if outside the county and providing the employee is on official business.

**ARTICLE 40**

**Meals and Lodging**

**Section 40.1: Meals:**

Upon prior written authorization of the Director, expenses incurred for meals while on official Employer business during a normal meal period will be reimbursed at the actual cost of the meal. Employees shall order reasonably priced meals while traveling at the Employer's expense. If meals are included in registration fees, duplicate meals shall not be reimbursable. No meals will be reimbursed for travel within the County.

1. Breakfast will be reimbursed if departure is required prior to 7:00 a.m.
2. Lunch will be reimbursed if travel status is required between 10:00 a.m. through 2:30 p.m.
3. Dinner will be reimbursed if travel status is required between 5:00 p.m. through 7:00 p.m. or later.
4. Lodging: Upon prior written authorization of the Director, the actual cost of a motel room (single room rate) will be reimbursed in full when an employee travels on official Employer business and such travel requires an overnight stay.
5. Exceptions: The following are not reimbursable:
  - a. Tips;
  - b. Alcoholic beverages;
  - c. Entertainment;
  - d. Laundry and dry cleaning unless Employer requires employee to wear a uniform or special clothes;
  - e. Room service charges;
  - f. Expenses of spouse traveling with employee; and
  - g. Any allowable expense where no receipt is provided.
6. Sales Tax Exemption: Employees shall submit a sales tax exemption form to hotels when applicable, to eliminate the need to pay sales tax when traveling on Employer business.

7. Receipts: Receipts for all reimbursable expenses must be kept by employees and submitted with requests for reimbursement.
8. Disabled Employees: When considering any employee request for job-related travel, the Employer will consider the special needs of an employee with a permanent disability that substantially affect the employee's ability to drive, see, hear, etc. The Employer will not deny job-related travel opportunities to employees with a disability due to such disability.
9. An employee, required by the Employer to travel outside of Hardin County to attend conferences, workshop, seminars or other Department related meetings shall be reimbursed for meals and lodging expenses incurred outside the County in accordance with this Article, subject to completion by the employee of the appropriate form(s), submission of receipts, and approval by the Director.
10. Registration fees, with prior approval, will be reimbursed. Whenever possible, registration fees will be paid in advance by the Department upon presentation of an invoice, notice or registration reservation form.

**ARTICLE 41**  
**Bulletin Board**

**Section 41.1:** The Employer agrees to furnish the Union two bulletin boards.

**Section 41.2:** 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 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 non-political standing committees and independent non-political arms of the Union; and non-political publications, rulings, or policies of the Union
- G. Union notifications which accurately identify Union services or bargaining unit employee's rights or benefits.

**Section 41.3:** The 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 Director or designee before they may be posted.

**Section 41.4:** 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(s) designated for use by the Union.

**Section 41.5:** The Employer or designee shall cause the immediate removal of any material posted in violation of this article.

**ARTICLE 42**

**Application of Civil Service**

**Section 42.1:** It is the intent of the parties that this Agreement shall govern all matters relating to bargaining unit employees' terms and conditions of employment which were previously covered by Ohio Revised Code Sections 124.01 through 124.56. To the extent permitted by ORC 4117, any term or condition of employment addressed in whole or in part by this Agreement shall supersede and replace in its entirety any civil service provision relating to the same subject or any provision of law which may conflict with the provisions herein. It is expressly understood that all regulations of the Ohio Department of Administrative Services requiring the Employer to report personnel actions are hereby superseded and replaced by the provisions herein. It is further agreed that the Ohio State Personnel Board of Review shall have no jurisdiction regarding appeals by employees included in the bargaining unit. Where this Agreement is silent, on any subject, applicable law shall govern.

**ARTICLE 43**

**No Strike/No Lockout**

**Section 43.1:** During the term of this Agreement, the Employer shall not engage in any lockout of employees, unless those employees have violated the provisions of this Article.

**Section 43.2:** During the term of this Agreement, employees shall not engage in any strike.

**Section 43.3:** As used in this Agreement, "strike" shall mean:

- A. Concerted action in failing to report to duty;
- B. Willful absence from one's position;
- C. Stoppage of Work;
- D. Slowdown; or
- E. Abstinance in whole or in part from the full, faithful and proper performance of the duties of employment for the purpose of inducing, influencing or coercing a change in wages, hours, terms and other conditions of employment.

**Section 43.4:** Nothing contained in this Agreement shall be construed as limiting or abridging the parties rights and remedies under the provisions of ORC 4117 or any other applicable law in regard to strikes and lockouts.

**ARTICLE 44**

**Waiver in Case of Emergency**

**Section 44.1:** In case of an emergency affecting Hardin County, and declared by the President of the United States, the Governor of the State of Ohio, the Hardin County Sheriff or the Hardin County Commissioners, such as acts of God, natural disaster, civil disorder, national or local emergency, the following conditions of this Agreement may be suspended by the Employer during the term of such emergency:

- A. Time limits for the County's or the Union's replies on grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

**Section 44.2:** Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the Grievance Procedure and shall proceed from the point in the grievance procedure to which they (the grievances) had properly progressed.

#### **ARTICLE 45**

##### **Severability**

**Section 45.1:** This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If any provision of this Agreement is found to be contrary to law, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

**Section 45.2:** If any provision of this Agreement is so found to be invalid, the parties will schedule a meeting within thirty (30) calendar days at a mutually agreeable place and time to discuss alternative language on the same subject matter.

#### **ARTICLE 46**

##### **Subcontracting**

**Section 46.1:** Bargaining unit employees shall not be displaced or laid off as the result of a subcontract position.

#### **ARTICLE 47**

##### **Duration**

**Section 47.1:** This agreement shall be effective as of October 7, 2010 and shall remain in full force and effect until twelve o'clock midnight on November 3, 2013. In mutual recognition of the current difficult and uncertain economic conditions, Employer and Employees recognize wage adjustments may be necessary to respond to possible inflation – and thus protect wage value – or to avoid reductions in force that would result in the creation of unreasonable workload on remaining workforce. It is therefore agreed to re-open negotiations after August 1, 2011 on the employee's unit wage during State Fiscal Year 2012, after August 1, 2012 on the employees unit wage during State Fiscal Year 2013 and after August 1, 2013 on the employee's unit wage through the remainder of the contract.

**Section 47.2:** One additional year extension can be added upon agreement of the majority of union vote and the management. Thus this contract may be extended for a total not to exceed five years with the approved extensions by both parties.

**Section 47.3:** Other than as provided for in Section 47.1 above, if either party desires to modify or amend this Agreement, it shall notify the other in writing of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement.

**Section 47.4:** 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 not removed by law from the area of collective bargaining, and that the

Hardin County Job and Family Services/AFSCME Local 3391 Agreement  
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entire understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, practices and policies, either verbal or written, are hereby canceled. 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.

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Hardin County Job and Family Services/AFSCME Local 3391 Agreement  
Effective 10/07/2010 through 11/03/2013

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 7th day of October, 2010

For the Employer  
Hardin County Job and  
Family Services

For the Union  
A.F.S.C.M.E. Local 3391

\_\_\_\_\_  
Robert L. Norman , Director

\_\_\_\_\_  
Cheryl Tyler-Folsom, Union  
Representative

\_\_\_\_\_  
Ronald D. Wyss, Commissioner

\_\_\_\_\_  
Lynn Benson, Union President

\_\_\_\_\_  
Jerry E. Cross, Commissioner

\_\_\_\_\_  
Judy Blue, Bargaining Team

\_\_\_\_\_  
Edward O. Elliott, Commissioner

\_\_\_\_\_  
Carol Gibson, Bargaining Team

\_\_\_\_\_

\_\_\_\_\_  
Tracy Wright, Bargaining Team

Approved as to form:

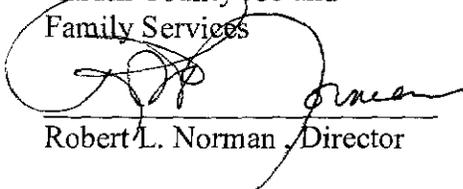
\_\_\_\_\_  
Bradford A. Bailey, Hardin County Prosecutor

Hardin County Job and Family Services/AFSCME Local 3391 Agreement  
Effective /2010 through 11/03/2013

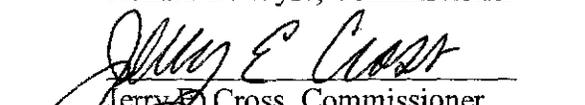
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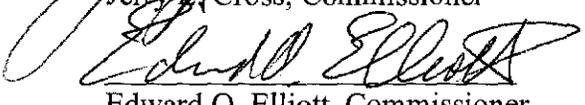
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For the Employer  
Hardin County Job and  
Family Services

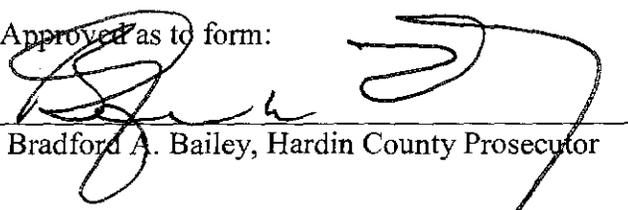
  
Robert L. Norman, Director

Ronald D. Wyss, Commissioner

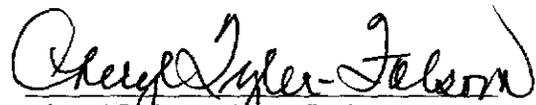
  
Jerry E. Cross, Commissioner

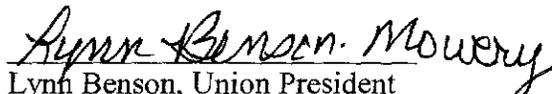
  
Edward O. Elliott, Commissioner

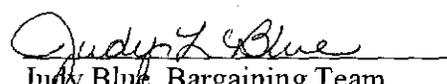
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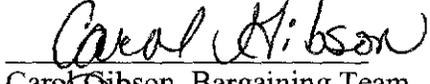
  
Bradford A. Bailey, Hardin County Prosecutor

For the Union  
A.F.S.C.M.E. Local 3391

  
Cheryl Tyler-Folsom, Union  
Representative

  
Lynn Benson, Union President

  
Judy Blue, Bargaining Team

  
Carol Gibson, Bargaining Team

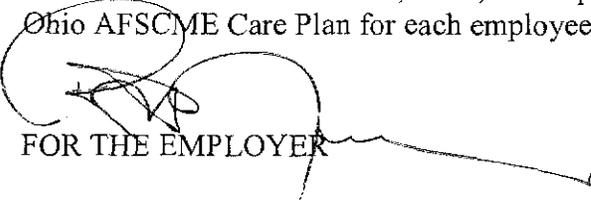
  
Tracy Wright, Bargaining Team

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Hardin County Job and Family Services/AFSCME Local 3391 Agreement  
Effective 10/07/2010 through 11/03/2013

LETTER OF AGREEMENT  
BETWEEN  
Hardin County Job and Family Services  
AND  
AFSCME, OHIO COUNCIL 8, LOCAL 3391

Effective November 4, 2002, the employer shall contribute \$6.75 per month to the Ohio AFSCME Care Plan for each employee who is covered by this agreement. .

  
FOR THE EMPLOYER

FOR THE UNION



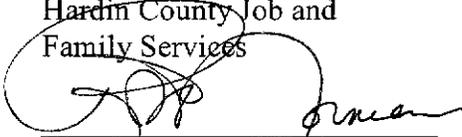
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SIGNATURE PAGE

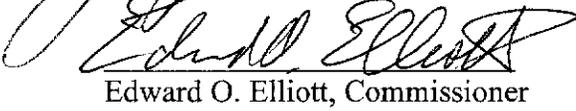
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For the Employer  
Hardin County Job and  
Family Services

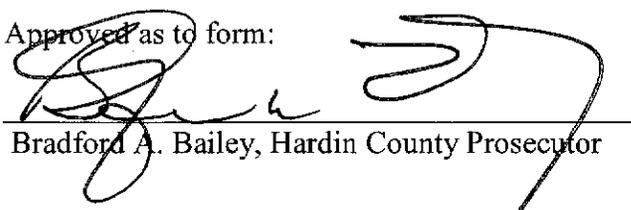
  
Robert L. Norman, Director

\_\_\_\_\_  
Ronald D. Wyss, Commissioner

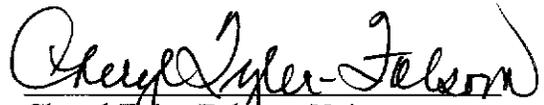
  
Jerry E. Cross, Commissioner

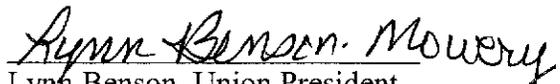
  
Edward O. Elliott, Commissioner

Approved as to form:

  
Bradford A. Bailey, Hardin County Prosecutor

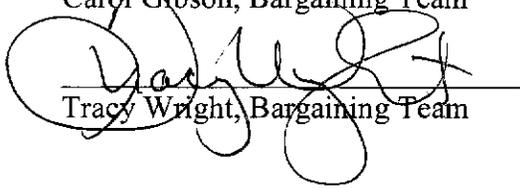
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A.F.S.C.M.E. Local 3391

  
Cheryl Tyler-Folsom, Union  
Representative

  
Lynn Benson, Union President

  
Judy Blue, Bargaining Team

  
Carol Gibson, Bargaining Team

  
Tracy Wright, Bargaining Team

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Hardin County Job and Family Services/AFSCME Local 3391 Agreement  
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**APPENDIX A**

Level 27	Entry \$10.00	3 years \$12.50	12 Years \$15.50
Level 28	Entry \$12.00	4 Years \$14.00	12 Years \$17.00
Level 29	Entry \$14.00	4 Years \$15.50	12 Years \$18.50
Level 30	Entry \$18.00	3 Years \$20.00	

\* New wage rates will be applied retroactively to the beginning of the pay period in which bargaining unit and management reached agreement (October 7, 2010).

Hardin County Job and Family Services/AFSCME Local 3391 Agreement Effective 10/07/2010 through 11/03/2013
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**APPENDIX A-1**

<b>Level 27</b>	<b>Entry</b>	<b>3 Years</b>	<b>12 Years</b>	<b>Years in</b>
	<b>\$10.00</b>	<b>\$12.50</b>	<b>\$15.50</b>	<b>Level</b>
Judy Blue			\$15.50	12+
Janie Bradley			\$15.50	12+
Phyllis Cummings			\$15.50	12+
Marilyn Resch			\$15.50	12+
Cindy Rush			\$15.50	12+
Cari Taylor		\$12.50		7
<b>Level 28</b>	<b>Entry</b>	<b>4 Years</b>	<b>12 Years</b>	<b>Years in</b>
	<b>\$12.00</b>	<b>\$14.00</b>	<b>\$17.00</b>	<b>Level</b>
Sheri Amweg		\$14.00		6
Shirley Collins			\$17.60 (Retiring)	12+
Geanna England		\$14.00		8
Carol Gibson			\$17.00	12+
Becky Mentzer		\$14.00		7
Theresa Ohler		\$14.00		10
Darcy Shumaker	\$12.00			1
Rebecca Whitaker			\$17.00	12+
Christine Wireman			\$17.00	12+
Sarah Zickafoose	\$12.00			0
<b>Level 29</b>	<b>Entry</b>	<b>4 Years</b>	<b>12 Years</b>	<b>Years in</b>
	<b>\$14.00</b>	<b>\$15.50</b>	<b>\$18.50</b>	<b>Level</b>
Luke Davis	\$14.00			0
Stacey Francis		\$15.50		10
Samantha Gayheart	\$14.00			0
Lisa Richards		\$15.50		4
Jason Snyder		\$15.50		8
Tracy Wright			\$18.50	12+
<b>Level 30</b>	<b>Entry</b>	<b>3 Years</b>		<b>Years in</b>
	<b>\$18.00</b>	<b>\$20.00</b>		<b>Level</b>
Lynn Benson-Mowery		\$20.00		3+

**+ Employees with prior experience or service outside current position that was credited to previous wage calculations.**

**\* Related Experience Credit: Employer may credit employees hired after 11/4/2010 with applicable experience to justify placement in level and “years in level”.**

**APPENDIX B**

**Hardin County Job and Family Services  
Classification/Pay Range**

<b>Classification</b>	<b>Pay Range</b>
<b>Clerical Specialist 2, Unit Support Worker 2</b>	<b>27</b>
<b>Eligibility Referral Specialist 2</b>	<b>28</b>
<b>Investigator 2; Social Services Worker 2</b>	<b>29</b>
<b>Training Officer 1</b>	<b>30</b>

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Hardin County Job and Family Services/AFSCME Local 3391 Agreement  
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FOR THE EMPLOYER

FOR THE UNION

Date: October 7, 2010

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