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AGREEMENT BETWEEN

THE PIKE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

AND

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, LOCAL #3387

July 1, 2011 – June 30, 2014

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ARTICLE 1: INTENT AND PURPOSE

A. This Agreement is between the Pike County Board of Commissioners and the Pike County Department of Job and Family Services of Pike County, State of Ohio (who for the purpose of this Agreement shall be referred to as "Management" or "Employer") and the Ohio Council 8, American Federation of State, County and Municipal Employees (AFSCME), and Local #3387, (hereinafter referred to as the "Union").

B. The intent and purpose of Management and the Union in entering into this Agreement is to set forth their agreement on wages, hours of work and other conditions of employment, so as to promote orderly and peaceful relations with employees. Achieving the uninterrupted operations of the Pike County Department of Job and Family Services will serve the best interest of the citizens of Pike County.

C. This Agreement will be the sole recourse available to bargaining unit members represented by the Union accordingly under Ohio Revised Code Section 4117.10(A). Members of the Union will no longer have recourse to Rules and Regulations promulgated by the Ohio Department of Administrative Services, the State Personnel Board of Review and/or the Civil Service Commission.

D. This Agreement supersedes all other agreements, clauses, practices and memorandums between Management and the Union and, unless made a written part of this Agreement, shall be considered null and void on the effective date of this Agreement.

ARTICLE 2: RECOGNITION

A. The Union is hereby recognized as the sole and exclusive bargaining agent for the following bargaining unit:

INCLUDED: All employees of the Pike County Department of Job and Family Services including: Custodial Worker, Employment Services Representative, Telephone Operator I, Word Processing Specialist 2, Clerical Specialist, Typist 2, Income Maintenance Aide 2, Income Maintenance Worker 2, Income Maintenance Worker 3, Social Service Worker 2, Social Service Worker 3, Data Entry Operator 2, Maintenance Repair Worker 3, Employment Services Interviewer, Clerk 2 and Investigator 2.

EXCLUDED: All supervisors, seasonal, casual, temporary, students, confidential and management level employees as defined in the Act, and workfare participants including the employees of the Department occupying the following positions: Assistant County Human Services Administrator 1, Human Resource Officer, Fiscal Officer, Eligibility Referral Supervisor I, Eligibility Referral Supervisor 2, Case Manager/Supervisor, Account Clerk 3, Social Service Supervisor I, Social Service Supervisor 2, Administrative Assistant, Training Officer 2, and County Human Services Administrator 3.

ARTICLE 3: MANAGEMENT RIGHTS

A. The Management of the Pike County Department of Job and Family Services has, as it has always had, the exclusive right to manage the business of the Pike County Department of Job and Family Services and to direct the working forces. Management's failure to exercise any of its rights under this Agreement does not indicate that Management is unable to exercise such rights in the future. The rights of Management include but are not limited to the right to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as functions and programs of the Pike County Department of Job and Family Services, standards of services, its overall budget, utilization of technology and organizational structure;

2. Direct, supervise, evaluate and hire employees;

3. Maintain and improve the efficiency and effectiveness of the Pike County Department of Job and Family Services;

4. Determine the overall methods, processes, means and/or personnel by which the Pike County Department of Job and Family Services is to be conducted;

5. Suspend, discipline, demote or discharge for just cause or layoff, transfer, assign, schedule, promote or retain employees;

6. Determine the adequacy of the work force;

7. Determine the overall mission of the Pike County Department of Job and Family Services as a unit of government;

8. Effectively manage the work force;

9. Take actions to carry out the missions of the Pike County Department of Job and Family Services as a unit of local government; and

10. Promulgate reasonable rules and regulations.

B. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force, which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those to the Employer.

ARTICLE 4: DUES DEDUCTION AND UNION SECURITY

A. The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of their probationary periods and upon receipt from the employee or the Union of an authorization card signed by the employee voluntarily for that purpose.

B. The Employer agrees to deduct regular Union membership dues, initiation fees or assessments once each month from the pay of any employee. Upon receipt of the proper authorization form, the Employer will deduct the Union dues from the payroll check for the next pay period in which are normally deducted following the pay period in which the authorization was received by the Employer. The Employer must be given a one (1) month (30 days) notice for making any changes in any individual's dues deductions.

C. The Employer shall be relieved from making such individual check-off deductions upon:

1. termination of employment;

2. transfer or promotion to a job other than one covered by the bargaining unit;

3. layoff from work;

4. an agreed leave of absence; or

5. revocation of the check-off authorization in accordance with its terms and with applicable law.

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

E. The Employer will cause the dues deducted from eligible bargaining unit employees' pay to be remitted once each month in accordance with this Article to the Controller, AFSCME, Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085-2512.

F. It is specifically agreed by the Employer and the Union that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by anyone arising from the deductions made by the Employer. Once Union dues are remitted to the Union, their deposition shall be the sole and exclusive obligation and responsibility of the Union.

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

H. It is specifically agreed that neither the employees nor the Union shall have claims against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error was made. It will be corrected at the next pay period that Union dues would normally be deducted by deducting the proper amount.

I. All non-probationary employees covered by this Agreement who are members of the Union on the effective date of this Agreement shall be required to pay Union dues. Employees are not required to join the Union as a condition of employment; however, upon completion of their probationary period all employees who are not members of the Union shall be required to pay a fair share fee to the Union as a condition of continued employment. The fair share fee shall cover the employee's prorated share of:

1. The direct costs incurred by the Union in negotiating and administering this Agreement and of settling grievances and disputes arising under this Agreement; and

2. The Union expenses incurred for activities normally and reasonably employed to effectuate its dues as Exclusive Representative of the employees in the bargaining unit covered by this Agreement.

Fair share fees shall be deducted and remitted during the same period as dues, as provided by this Article, provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The deduction of the fair share fee is automatic and does not require authorization by the employee, as outlined in Chapter 4117 of the Ohio Revised Code. This arrangement does not require any employee to become a member of the Union, nor shall the fair share fees exceed dues paid by members of the Union who are in the bargaining unit. The fair share fee shall be certified by mail to the Employer.

J. The Union shall prescribe an internal procedure to determine a rebate, if any, for nonmembers, which conforms to federal law, provided a nonmember makes a timely demand on the Union. The internal rebate procedure shall provide for a rebate of expenditures in support of partisan politics or ideological causes not germane to the work of the Union in the realm of collective bargaining. Absent arbitrary and capricious action, such determination is conclusive on the parties except that a challenge to such determination may be filed with the State Employment Relations Board (SERB) within thirty (30) days of the determination date specifying the arbitrary or capricious nature of the determination, and SERB shall review the rebate determination and decide whether it was arbitrary or capricious. The deduction of a fair share fee by the Employer from the payroll check of the Bargaining Unit member and its payment to the Union is automatic and does not require the written authorization of the Bargaining Unit member.

K. Any Bargaining Unit member who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion or religious body which has historically held conscientious objections to joining or financially supporting an employee organization and which is exempt from taxation under the provisions of the Internal Revenue Code shall not be required to join or financially support any employee organization as a condition of employment. Upon submission of proper proof of religious conviction to the SERB, it shall declare the employee exempt from becoming a member of or financially supporting the Union. The employee shall be required, in lieu of the fair share fee, to pay an amount of money equal to such fair share fee to a non-religious charitable fund exempt from taxation under Section 501(C) (3) of the Internal Revenue code mutually agreed upon by the Bargaining Unit member and the representative of the Union.

L. The Employer shall not be required to remit to the Union the monthly fair share fees of non-union bargaining unit employees and the dues, assessments or membership fees of Union members during the period of an authorized or unauthorized strike, walkout or other job action by the Union, Union membership or upon contract termination.

M. The Union agrees to hold the Employer harmless against any and all claims, which may arise in the Employer's implementation of the fair share provisions of this Article.

ARTICLE 5: NO STRIKE

A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any job action, defined to include but not be limited to, any strike, work stoppage, slowdown, picketing, work speed-up, interruption of operations by the employees, absence from work upon any pretext or excuse, such as illness which is not founded in fact, or other action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the Pike County Department of Job and Family Services by the Union or by its members, officers or agents during the term or this Agreement, including compliance with the request of other labor organizations to engage in such activity. When the Employer notifies the Union that any of its members are engaged in any such strike activity as outlined above, the Union shall immediately notify its members that a violation is in progress, and such notice shall instruct Bargaining Union members to return to work.

B. It is specifically understood and agreed that the Employer during the time of any job action shall have the whole and complete right of discipline, including discharge, of such employees engaging in any job action as described in Section A above.

C. The Employer agrees that it will not engage in any lockout of its employees, which shall be defined as not permitting employees to report to work or to complete their regular workday.

ARTICLE 6: PROBATIONARY PERIODS

A. New Bargaining Unit members will be on probation for a period of up to one hundred twenty (120) working days or nine hundred sixty (960) hours. The Director shall have the sole right and discretion to discipline or discharge such probationary bargaining unit members and such actions during this period cannot be reviewed through the Grievance Procedure or otherwise appealed by the Union; however, the Employer will not discharge a probationary bargaining unit member because of Union membership or Union activity.

B. If a Bargaining Unit member whose employment has been terminated for any reason whatsoever is rehired, he/she shall be considered a new bargaining unit member and subject to the provisions of paragraph "A" above.

C. Bargaining Unit members promoted under Article 8 shall serve a ninety (90) calendar day probationary period, except those being promoted to Income Maintenance Worker 2 and Income Maintenance Worker 3. Their promotional probationary period shall be one hundred-twenty (120) calendar days starting the first day paid on the new position.

   1. A bargaining Unit member may be removed by the Director of the Pike County Department of Job and Family Services at any time during the promotional probationary period. A Bargaining Unit member so removed will be allowed to return to the position he/she held prior to the promotion.

   2. A Bargaining Unit member removed under Section C-1 above shall be entitled to a conference with the Director and his/her supervisor to explore the reasons for the removal.

D. A Bargaining Unit member who is appointed to a position at the Pike County Department of Job and Family Services without being appointed from a certified list for that position is a provisional employee, and to become a permanent employee, he/she must pass the state civil service examination for that position.

   1. A provisional employee who is a bargaining unit member who is removed from his/her position by the Director of the Pike County Department of Job and Family Services because of the failure of the examination for that position shall return to their prior position in the bargaining unit, and shall have no recourse to the grievance procedure as contained in this Agreement over his/her removal or dismissal as an employee of the Pike County Department of Job and Family Services.

   2. A provisional employee who is a bargaining unit member shall have no seniority for the purposes of this Agreement until such time as he/she becomes certified in his/her position. At such time his/her seniority shall be retroactive to his/her date of employment in that position. It is understood that if no test is offered for said position within a one (1) year period, such bargaining unit member may be certified pursuant to ORC 124.271.

E. Employees serving an initial or promotional probationary period shall receive a performance evaluation at mid point and at the end of the applicable probationary period.

ARTICLE 7: SENIORITY

A. Seniority shall be a bargaining unit member's length of continuous service with the Pike County Department of Job and Family Services. Effective with the signing of this Agreement all time worked with the Department will count as bargaining unit seniority and, after May 1, 1996, only time worked as a bargaining unit member will count toward future accumulation.

B. A bargaining unit member shall have no seniority for his/her probationary period, but upon successful completion of the probationary period, seniority will be retroactive to the original date of hire.

Seniority shall be broken when a bargaining unit member:

1. resigns;
2. is discharged for just cause; or
3. is laid off for longer than the bargaining unit member's accrued time or two (2) years (twenty-four (24) months).

C. The Employer shall provide the Local Union and Ohio Council 8 with one (1) copy of the seniority list within thirty (30) days after the signing of this Agreement. The seniority list shall contain the name, date of hire, job classification, unit of work and date of classification entry of all bargaining unit members. Thereafter, the Employer shall provide the Local Union and Ohio Council 8 one (1) copy of the seniority list every six (6) months.

D. Seniority for job bidding will be calculated by the length of bargaining unit service with the Pike County Department of Job and Family Services only. Seniority credited for other purposes to bargaining unit members hired prior to April 1, 1987, will not be applicable to the provisions of this Article.

ARTICLE 8: PROMOTION, BIDDING AND TRANSFERS

A. From time to time it may become necessary to advertise for job openings in the Pike County Department of Job and Family Services bargaining unit. When this occurs all bargaining unit members will be given the opportunity to bid on jobs. The Director of the Pike County Department of Job and Family Services shall determine when such openings exist. Open jobs occur in the Department due to promotions, new positions, lateral transfers, and temporary assignments for approved leaves longer than thirty (30) days.

1. Successful bidders for open jobs will be selected on the basis of the following criteria:

   a. qualifications;
   b. ability to perform the essential functions of the position;
   c. past performance (i.e. attendance, disciplinary record, employee evaluations); and
   d. seniority.

2. When "a," "b," and "c" above are equal, seniority shall be the determining factor as to who receives the job bid.

3. Whenever Management determines a vacancy exists and a job should be posted for bid within the Department, the bid shall be posted on the Department bulletin board for five (5) workings days.

   a. The job bid notice shall contain the following information:

      1. title of job and rate of pay;
      2. brief description of duties;
      3. essential functions required by the job, as well as any licenses or certificates;
      4. the date the job was posted for bid;
      5. the date the bid will be closed;
      6. where and to whom job bids are to be submitted; and
      7. an employee may request and receive a copy of the current job description.

   b. Management reserves the right to cancel any and all bids at any time prior to the bid being awarded or the bargaining unit member starting the job. The Union shall be notified at the time the bid is cancelled.

   c. Management has the right to fill any job on a temporary basis while it is being bid.

   d. If there are no other bidders for promotional purposes, employees who bid on a posted position as a voluntary demotion and will be considered for such under the same criteria as in 1 above. Approval of demotions will be based on unit stability as determined by the Director.

4. Probationary new hires and temporary employees are ineligible to bid on job openings until they have completed their probation or are certified in their present position by complying with Article 6: Probationary Period, Section D-1 or 2 or is grand-fathered pursuant to Section D-4.

5. An employee may disqualify him/herself any time during his/her probationary period and return to his/her former position without loss of seniority. An

employee choosing this option may not bid on the same position or any position in the same pay range within the next three hundred sixty-five (365) calendar days.

B. Promotions.

1. Promotions in the bargaining unit will be based on merit. The Pike County Department of Job and Family Services will fill promotional vacancies with bargaining unit members prior to filling the vacancy from outside the Department, whenever possible.

2. Scores from tests administered by the Ohio Department of Administrative Services will be used when a list exits.

   a. The top ten (10) bargaining unit members as certified by the Department of Administrative Services will be considered by the Department for promotion.

   b. In the event there is no list available and no test is given, the Employer will post the position for bid within the Department.

   c. A bargaining unit member who receives a promotion under Section B-2 above must pass the civil service examination for the position when it is offered unless the employee becomes grand fathered under Article 6 Section D-4. Failure to pass the examination under the conditions set forth under Article 6: Probationary Periods, Section D-1 or 2 shall result in the bargaining unit member being returned to his/her prior position.

3. Promotion selection criteria will follow Article 8, Section A-1. In addition, the Director and /or Personnel Officer will contract the Department of Administrative Services for a preferred list for in house vacancies. If a preferred list exists, it will not be necessary to post the position for bidding. Any bargaining unit member who requires an accommodation under the Americans with Disabilities Act of 1990 will notify the Director so that the Director may determine if such is possible.

4. Whenever a Civil Service test is made available for Pike County, the Employer shall allow employees to take the test in accordance with Article 20.

5. Bargaining unit member promotions to Management are not governed by the terms of this Agreement. A bargaining unit member who is promoted to Management shall lose his/her bargaining unit seniority upon the successful completion of his/her probationary period. A bargaining unit member who does not successfully complete the probationary period may be returned to his/her prior job at Management's discretion.

6. A lateral movement (i.e., movement in the same pay range) is not a promotion.

C. Lateral Transfers.

1. From time to time it may become necessary for Management to make lateral transfers. These transfers will be made with employees serving in the pay range, by seniority; however, management will determine who shall be transferred based on the needs of the department.

   a. Lateral transfer is only made within the Department.

   b. Lateral transfers will not be bid.

   c. A bargaining unit member may request a meeting with the Director to ascertain the reasons for the transfer.

   d. An employee may request a lateral for positions within the Pike County Department of Job and Family Services. Said request will be in writing with a copy given to the Director and one copy to be placed in the employee's personnel file. An employee's request for a lateral transfer shall be considered before hiring employees from outside of the Department. The Director will have final approval on in-house lateral transfers based on unit stability. If the Director chooses this option, the provisions of Article 8 (A) (1) shall be the criteria used when deciding between employees of the bargaining unit.

D. Temporary vacancies for approved leaves of thirty (30) days or more.

1. Such may be filled by lateral transfers in accordance with Article 8, Section C above.

2. When no lateral classification transfer is possible, the position shall be posted in accordance with Article 8, Section A-1.

3. Management unit members under Article 9, assign bargaining unit members to fill the job during the bidding process.

4. Bargaining unit members shall return to their regular position when the temporary vacancy terminates.

E. Whenever a tie exists between two (2) bargaining unit members as to their bargaining unit seniority, the bargaining unit members shall request Management to break the tie. Ties in seniority shall be broken by the last number of the employee's Social Security number with the higher number having higher seniority. Zero (0) is low and nine (9) is high. If the last digit of the employee's social security numbers for the tie to be broken are the same, then the next digit to the left will be used until the tie is broken.

ARTICLE 9: ASSIGNMENT OF WORK AND TEMPORARY TRANSFERS

A. Employees may be assigned to temporarily perform the duties of another job assignment, however, such temporary assignments shall not exceed thirty (30) working days, or the incumbent's approved leave of absence up to a maximum of sixty (60) workdays.

B. If an employee is assigned to perform the duties of a higher classification for eight (8) hours or more, he/she shall be paid the higher rate of pay at the same step in the higher pay scale as the step in which he/she is currently serving.

C. If an employee is assigned to perform the duties of a lower classification, she/he shall continue to receive his/her normal rate of pay.

D. All temporary assignments shall be offered to employees before being offered to anyone outside the bargaining unit. An employee who takes a temporary assignment shall return to his/her regular assignment at the end of the temporary assignment.

ARTICLE 10: UNION BUSINESS, BULLETIN BOARDS AND UNION VISITATION

A. The Union shall provide to the Director of the Department a roster, names and addresses, of Officers and Stewards who are authorized to conduct Union business.

B. Any one (1) of the person's names in Section A shall have the right to investigate and process grievances without a loss of pay. This right shall be limited to two (2) hours on the job per grievance, and may request the Director to approve additional time on a case-by-case basis.

C. The person who conducts the investigation and processing of a grievance shall notify the appropriate supervisor of this activity and shall report the amount of on-the-job time so spent.

D. The Department shall provide space to the Union on the Department bulletin board in each building. In the space provided, the Union shall have the right to post notices, announcements, etc. relating to Union business.

E. The Director reserves the right to remove any notices, cartoons, and/or materials that represent attacks on any employee (bargaining or non-bargaining) or elected official.

F. No Union related material of any kind shall be posted anywhere in the Department facilities or on the Employer's equipment except on the bulletin boards designated for such use.

G. The Employer will permit the Ohio Council 8, AFSCME, Union Representative access to the Pike County Department of Job and Family Services work area after said Representative(s) has requested permission before entering any work area. The Representative(s) will not enter any work area unless the supervisor or Director of the

Pike County Department of Job and Family Services grants permission; such permission shall not be unreasonably withheld. The Employer assumes no risk or liability for such visitations. Such visitations shall be only for legitimate Union business involving the administration of this Agreement.

H. It is agreed that the Union President or Union designee may be permitted time off by the Director for attendance at Labor/Management functions. Any details of whether the release time will be paid or unpaid shall be worked out on a case-by-case basis.

ARTICLE 11: LAYOFF AND RECALL

A. When it becomes necessary, due to a lack of work or funds, the abolishment of positions, or the abolishment of positions as the result of reorganization of the Department, to reduce the number of positions in the bargaining unit, the following layoff procedures shall be followed:

1. Management shall determine in which classification the layoffs are to occur.

2. Bargaining Unit members in each affected classification with the least total seniority in the Department as identified in Article 7: Seniority, shall be laid off first.

3. Management shall give the affected Bargaining unit members fourteen (14) calendar days written notice of their layoff indicating their right to bump Bargaining Unit members with less seniority within the same classification or lower classification as determined by pay range within the same classification series. Bargaining Unit members shall also have the right to bump into any classification in which they have previously served and are qualified, provided they have more seniority then the person being bumped.

4. The affected Bargaining Unit members shall have five (5) calendar days in which to submit their written request to exercise their right to bump into any other position previously held or within the same classification series for which they are eligible and qualified. Any Bargaining Unit member not submitting such request within five (5) calendar days shall be considered to have accepted the layoff and to have forfeited his/her right to bump.

5. Any Bargaining unit member who is bumped out of his/her position may exercise the same layoff rights as outlined under A-3 and A-4 above.

B. Prior or laying off a permanent full-time Bargaining Unit member, Management shall abolish all part-time, casual, probationary, provisional, temporary or intermittent positions within the affected classification.

C. Layoffs will be made within the effected series and classification.

D. If a Bargaining Unit member who is laid off is recalled to a position other than that which the Bargaining Unit member held prior to the layoff and refuses such position, he/she will remain on the recall list for two (2) years. Laid off Bargaining Unit members who are not offered and who do not refuse any position within the Department shall remain on the recall list for a period of two (2) years.

E. When Management decides to fill a position, eligible Bargaining unit members shall be recalled in the inverse order in which they were laid off. The bargaining unit member must be able to perform the essential functions of any position of which they are recalled. It is the responsibility of the laid off Bargaining Unit members to keep the Pike County Department of Job and Family Services informed of his/her current mailing address and telephone number.

F. Employees who fail to respond to a written notice of recall sent to the Bargaining Unit member's last known address as listed with the Employer, sent by certified mail, return receipt requested, within fourteen (14) days shall be terminated. Failure of a Bargaining Unit member to notify the Pike County Department of Job and Family Services within fourteen (14) days of the returned receipt or notice of refusal of the certified mail shall constitute a forfeiture of that Bargaining Unit member's right to recall.

G. It is agreed that non-employees (defined as individuals from outside the agency) shall not perform Bargaining Unit work if a Bargaining Unit member is laid off from the Department in that classification. Further, no supervisor will assume and work a caseload of a laid-off bargaining unit member.

ARTICLE 12: HOURS OF WORK

A. Scope.

This Article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day, or per week, or of days of work per week, except that Bargaining Unit members will be compensated for all hours they are required to work. Management will determine the normal work schedule and normal workday and week.

B. Normal Workday.

The normal workday for full-time bargaining unit members shall be eight (8) hours of work and sixteen (16) hours of rest in a twenty-four (24) hour period. All Bargaining Unit members shall perform work for the number of hours they are compensated. A Bargaining Unit member, who volunteers, shall not receive payment for more than eight (8) hours per day while attending any work related conference or meeting.

C. Normal Work Pattern.

The normal work pattern for full-time bargaining unit members shall be five (5) days in a calendar week (Sunday being the last day of the week) with two (2) days rest for. For

part-time employees the normal work pattern shall be less than eight (8) hours in a day or less than five (5) days in a week.

D. Scheduling.

1. The normal workday shall begin at 7:00 a.m. and end at 5:30 p.m., with a thirty (30) minute unpaid lunch period between 11:30 a.m. to 1:30 p.m. Supervisors will notify their employees of their lunch schedule. All employees are responsible for scheduling their eight (8) hours of work so appointments and clients are served during the 9:00 a.m. to 3:30 p.m. core time each day.

2. Management shall cause the weekly work schedule to be posted for the Bargaining Unit members' viewing weekly.

3. With the permission of his/her supervisor, a Bargaining Unit member may take a fifteen (15) minute break between the hours of 9:00 a.m. and 10:00 a.m. and another fifteen (15) minute break between the hours of 2:00 p.m. and 3:00 p.m.

E. Absenteeism.

1. Whenever a Bargaining Unit member has just cause for reporting late or absenting him/herself from work, he/she shall, whenever practicable, give notice as far in advance as possible to his/her supervisor or other person designated to receive such notice.

2. Any Bargaining unit member who is absent from work shall give notice to his/her supervisor or the Director as far in advance as possible of the date of his/her return to work so Management can rearrange the schedules and assignments for any Bargaining unit member who has been temporarily filling the job.

3. Should a Bargaining Unit member not have just cause for his/her absence or for his/her failure to give notice, he/she shall be subject to discipline.

F. Necessary Overtime.

1. All Bargaining unit members may be required to work overtime to accomplish the Pike County Department of Job and Family Services' mission and task as directed by the Ohio Revised Code and federal regulations.

2. No Bargaining Unit member will be required to work more than sixteen (16) hours continuously, unless:

   a. no other qualified Bargaining Unit member is available, and/or

   b. an emergency situation or natural disaster exists.

   c. the work will be completed within a short time beyond the sixteen (16) hour period.

G. Calamity Days.

1. When the Pike County Sheriff declares a level-2 weather emergency, which is in effect at 5:30 a.m. on a work day, the Director or his designee shall notify Agency Personnel to report to work at 12:00 noon. If the Pike County Sheriff maintains a level-2 weather emergency as of 10:30 a.m., the Director or his designee shall notify Agency Personnel that they are excused from reporting to work the remaining hours of the work day.

2. If the Pike County Sheriff declares a level-3 weather emergency, which is in effect at 5:30 a.m. on a work day, the Director or his designee shall notify all Agency Personnel that the Agency will be closed for the eight (8) hour work day.

3. If the Pike County Sheriff declares a level-2 weather emergency on a work day when employees have already reported to work, the Director or his designee will decide, based on predictions that weather conditions will continue the same or worsen, to dismiss employees for the remaining hours of the work day.

Bargaining Unit members who do not report for work when a calamity day has been declared will be allowed to have such normal work hours, prior to the declaration of the calamity day, charged to their accumulated earned leave. Bargaining Unit members who do not report to work are required to notify their supervisor or the Director as soon as possible of their inability to report for work.

ARTICLE 13: OVERTIME

A. Purpose.

The purpose of this Article is to provide the basis for the calculation of and the payment for overtime and allowed time and shall not be construed as a guarantee of hours of work per day or per week, or a guarantee of days of work per week, except as provided in this Agreement.

B. Definition of Terms.

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

2. Holidays, as enumerated in Article 17: Holidays, consist of twenty-four (24) consecutive hours beginning at 12:01 a.m. or the nearest starting time thereto on the holiday. When one of the enumerated holidays falls on Sunday, the following Monday shall be regarded as the holiday and applicable holiday

premium shall be paid for Monday instead of Sunday. When one of the enumerated holidays falls on Saturday, the preceding Friday shall be regarded, as the holiday and applicable holiday premium shall be paid for Friday instead of Saturday. Hours worked on Saturday holidays, which were observed on Friday, will be paid at straight time.

3. The regular rate of pay, as the term is used in Section C of this Article, shall be the hourly rate which the Bargaining Unit member would have received for the work had it been performed during non-overtime hours.

4. The workday for the purposes of this Article is the twenty-four (24) hour period beginning with the time the Bargaining Unit member begins work, except that a tardy Bargaining Unit member's workday shall begin at the time he reports for work and clocks in on the time clock.

5. Overtime rate means one and one-half (1 ½) times the regular rate of pay.

6. Allowed time means hours paid for but not worked, as provided in this Agreement.

C. Conditions Under Which Overtime Rates Shall Be Paid.

1. Overtime at the rate of one and one-half (1 ½) times the regular rate of pay shall be paid to an Bargaining Unit member for the following:

   a. hours worked in excess of eight (8) in a workday;

   b. hours worked in excess of forty (40) in a payroll week;

   c. Hours worked on a second reporting in the same workday when the Bargaining Unit member has been recalled or required to report to the Department after working less than eight (8) hours on his/her first reporting, provided that his/her failure to work eight (8) hours on his first reporting was not caused by any of the following factors:

      1. strikes, work stoppages in connection with labor disputes, involving members of the Bargaining Unit, failure of utilities beyond the control of the Management or acts of God interfere with work being provided; or

      2. a Bargaining Unit member is not put to work or is laid-off after having been put to work, either at his/her own request or due to his/her own fault; or

      3. a Bargaining Unit member refuses to accept an assignment or reassignment within the first two (2) hours; or

4. Management gives reasonable notice of a change in scheduled reporting time or that a Bargaining Unit member need not report.

D. Non-duplication.

Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rates shall not be counted further for any purpose in determining overtime liability under the same or any other provisions in this Agreement. Hours paid for sick leave, vacation, earned leave, and compensatory time will not be figured or used in the computation of overtime.

E. Compensatory Time.

Bargaining Unit members may elect to take compensatory time in lieu of payment for hours worked for overtime.

1. Bargaining Unit members may accumulate up to one hundred twenty (120) hours of compensable time.

2. Each hour of overtime will convert to one and one-half (1 ½) hours of compensatory time.

3. A Bargaining Unit member must make a request for compensatory time off to his/her supervisor as soon as possible prior to taking said time except in the case of emergency.

4. Bargaining Unit member who retire, resign or are terminated after the effective date of this contract will be paid one-hour's pay for each hour of compensatory time at their present rate.

5. There is no set time limit that a Bargaining Unit member must take or use their earned compensatory time.

F. Overtime Distribution

1. When overtime is necessary in a unit for all members of the unit equally, overtime dates and times shall be assigned by the Supervisor of the Unit. When overtime is necessary by some but not all of the unit members in the same classification, overtime shall be offered by classification seniority. The date and time of the necessary overtime will be decided by the supervisor of the unit. The Human Resources Officer will offer the overtime to employees in the classification by seniority. After the list by classification has been gone through once, then overtime will be offered to the bargaining unit member with the least charged hours in that classification.

2. The Employer shall provide the Union a copy of the updated overtime list on a monthly basis, and if there has been no change during any month and no revision to the previous list is necessary, a list will not be provided.

ARTICLE 14: EARNED SICK LEAVE AND EARNED PERSONAL LEAVE

A. All Bargaining Unit members shall earn sick leave at the rate of .0575-hour sick leave for each hour in pay status.

B. Unused sick leave may be accumulated without limit. When sick leave is used, it shall be deducted from the Bargaining Unit member's credit on the basis of one-half (½) hour of sick leave for every one-half (½) hour of absence or one-half (½) hour for medical appointments only from previously scheduled work. Sick leave usage must be taken in increments of one-half (½) hour or more. The sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

C. To justify the use of sick leave, a Bargaining Unit member is required to complete and sign a leave request form. Bargaining Unit members absent on sick leave for a period of three (3) consecutive working days may be requested to provide a physician's statement verifying the nature of the illness. Falsification of either the signed statement or a physician's certification will be grounds for disciplinary action up to and including dismissal.

D. A Bargaining Unit member may utilize paid sick leave to care for ailing members of his/her immediate family. Immediate family is defined as:

1. spouse;
2. parent, stepparent or legal guardian;
3. child, stepchild or foster child;
4. brother or stepbrother;
5. sister or stepsister;
6. grandparent;
7. grandchild;
8. mother-in-law;
9. father-in-law
10. son-in-law;
11. daughter-in-law;
12. brother-in-law;
13. sister-in-law;
14. legal guardian or other person who stands in place of a parent;
15. aunts; and;
16. uncles.
17. grandparent-in-law (spouse's grandparents)

E. For a Bargaining Unit member to utilize paid sick leave for the care of family members other than those listed above, approval must be received from the Bargaining Unit member's supervisor or the Director.

F. When sick leave is requested for the care of a member of the immediate family, the Director may require a physician's certificate stating that the presence of the Bargaining Unit member is necessary for the care of the ill person.

G. A Bargaining Unit member who transfers from one County office to another, or who transfer from other public employment in Ohio to Pike County employment without interruption in service, shall be credited with the unused balance of his/her sick leave accumulated in his/her prior service.

The Bargaining Unit member is responsible for obtaining certification of his/her previously accumulated sick leave for Pike County records.

H. A Bargaining unit member who has been separated from Pike County employment but who is reemployed by the County shall be credited with his/her previously accumulated sick leave, provided the reemployment occurs within ten (10) years of the date of the employee's last separation from Pike County employment.

I. Funeral leave will be charged against a Bargaining Unit member's accumulated sick leave in accordance with Article 16: Leaves of Absence – Funeral Leave.

J. Sick leave may be used for an on-the-job injury; however, sick leave pay and Workers' Compensation cannot be received at the same time.

K. Sick Leave Conversion Upon Retirement.

1. Bargaining Unit members who have attained ten (10) years service with the Pike County Department of Job and Family Services (as computed under Article 7: Seniority) may convert one-fourth (1/4) of up to two hundred forty (240) days of accumulated sick leave upon retirement from the Pike County Department of Job and Family Services, not to exceed four hundred and eighty (480) hours or sixty (60) days for the maximum payment.

2. Bargaining Unit members who have taken a cash pay out from any other public agency in Pike County involving sick leave conversion (unless such conversion was caused by employee disability) shall have said number of days deducted from the sixty (60) days maximum payment they could be entitled to from the Pike County Department of Job and Family Services. This does not apply to employees from another public agency in Pike County whose sick leave conversion was taken because of physical or mental disability.

3. Bargaining Unit members who retire with less than ten (10) years of service with the Pike County Department of Job and Family Services are not entitled to sick leave conversion under this Article.

4. In case of the death of a Bargaining Unit member, accrued but unused sick leave shall be paid in accordance with Ohio Revised Code 2113.04 to said Bargaining Unit member's estate in accordance with "A" and "B" above.

L. Earned Personal Leave.

Employees who work or are in active pay status for one (1) of the four, three (3) month periods (January 1 – March 31, April 1- June 30, July 1 – September 30, October 1 – December 31) will earn one (1) personal day off with pay (eight {8} hours). Part-time employees will earn personal days on a prorated basis in relation to the hours they work. Personal days must be taken within three hundred sixty-five (365) calendar days after being credited or the employee will lose the day credited. A Bargaining Unit member must notify the Director for approval to apply to take a personal leave day one (1) week in advance or twenty-four (24) hours in advance except in the case of an emergency. Personal leave may be used in no less than four (4) hour increments. October 1 the first earned personal day will be credited, then, if eligible, January 1, May 1, and July 1. Time spent off the payroll shall result in the employee forfeiting the personal day earned during that four (4) month period.

M. Attendance Bonus can be earned by any bargaining unit member who does not use any sick leave in a six (6) month (consecutive) one of the two (2) consecutive six (6) month period (defined as May through October and November through April) of $200.00. Part-time employees will be prorated based on the hours they work in relation to full-time. The year, for the purposes of this article subsection, shall start with the approval and signing of this agreement.

ARTICLE 15: EARNED VACATION LEAVE

A. Each full-time employee, after service of one (1) year with the Pike County Department of Job and Family Services shall be eligible to take their earned vacation leave, shall have earned and will be due upon the attainment of the first year of employment, and annually thereafter, eighty (80) hours of vacation with full pay. One (1) year of service with the Pike County Department of Job and Family Services shall be computed on the basis of twenty-six (26) bi-weekly pay periods. An employee with seven (7) or more years of service with the Pike County Department of Job and Family Services shall have earned and is entitled to one hundred twenty (120) hours of vacation leave with full pay. An employee with twelve (12) or more years of service with the Pike County Department of Job and Family Services shall have earned and entitled to one hundred sixty (160) hours of vacation with full pay. An employee with seventeen (17) years of service with the Pike County Department of Job and Family Services shall have earned and entitled to two hundred (200) hours of vacation with full pay. An employee with twenty-one (21) full years of service with the Pike County Department of Job and Family Services shall have earned and be entitled to two hundred and forty (240) hours accumulated at the rate of 9.2 ours per pay period of each bi-weekly period for those entitled to two hundred forty hours per year. Such vacation leave shall accrue to the employee at the rate of three and one-tenth (3.1) hours each bi-weekly period for those entitled to eighty (80) hour per year; four and six-tenths (4.6) hours each bi-weekly period for those entitled to one hundred twenty (120) hours per year; six and two-tenths (6.2) hours each bi-weekly period for those entitled to one hundred sixty (160)

hours per year; and seven and seven-tenths (7.7) hours each bi-weekly period for those entitled to two hundred (200) hours per year.

B. Employees shall forfeit their right to take any vacation leave to their credit, which is in excess of the accrual of three (3) years. Such excess leave shall be eliminated from the employee's leave balance.

C. Upon separation from service an employee shall be entitled to compensation at his/her current rate of pay for all lawfully accrued and unused vacation leave to his/her credit at the time of separation up to three (3) years. In case of death of an employee, such unused vacation leave shall be paid in accordance with Section 2113.04 of the Revised Code, or to his/her estate.

1. All vacation time must be approved by the employee's supervisor and reported to the Director of the Pike County Department of Job and Family Services in advance of an employee taking paid vacation leave. If an employee requests more than one (1) and less than three (3) days vacation leave, the employee must make the request forty-eight (48) hours before the vacation is to start. If the employee requests a vacation of four (4) days or more, the employee must provide five (5) working days advance notice to his/her supervisor.

   Eight (8) hours of vacation time can be taken in no less than one-half (1/2) hour increments with the supervisor's approval.

2. All permanent full-time Pike County Department of Job and Family Services employees will receive the following amounts of paid leave based upon the length of continuous service.

   a. LESS THAN ONE (1) FULL YEAR OF SERVICE - No vacation. (A new full-time employee is credited with eighty (80) hours of vacation after completion of one (1) year of service.)

   b. ONE (1) FULL YEAR OF SERVICE – (26 bi-weekly pay periods) – two (2) weeks (ten (10) working days or eighty (80) hours). Accumulated at the rate of 3.1 hours per pay period of eighty (80) hours.

   c. SEVEN (7) FULL YEARS OF SERVICE – three (3) weeks (fifteen (15) working days or one hundred and twenty (120) hours). Accumulated at the rate of 4.6 hours per pay period of eighty (80) hours.

   d. TWELVE (12) YEARS OF SERVICE – four (4) weeks (twenty (20) working days or one hundred sixty (160) hours). Accumulated at the rate of 6.2 hours per pay period of eighty (80) hours.

   e. SEVENTEEN (17) FULL YEARS OF SERVICE – five (5) weeks (twenty-five (25) working days or two hundred (200) hours). Accumulated at the rate of 7.7 hours per pay period of eighty (80) hours.

f. TWENTY-ONE (21) FULL YEARS OF SERVICE - six (6) weeks (thirty (30) working days or two hundred and forty (240) hours). Accumulated at the rate of 9.2 hours per pay period of eighty (80) hours.

The rate of hours accrued per eighty hours worked is as follows:

1-6 years of service	3.1 hours per 80 hours worked
7-11 years of service	4.6 hours per 80 hours worked
12-16 years of service	6.2 hours per 80 hours worked
17-21 years of service	7.7 hours per 80 hours worked
Over 21 years service	9.2 hours per 80 hours worked

g. Part-time employees will earn vacation on a prorated basis to the hours they work in relation to full-time (example: 20 hour part-time employee with 1-6 years service would earn 50% of 3.1 or 1.55 in a bi-weekly period).

3. Any time an employee does not receive a full paycheck (eighty (80) hours), his/her vacation earned for that period will be adjusted based upon the number of hours worked in that pay period. Vacation may be used as it is earned after the first year of continuous service if the bargaining unit member obtains the appropriate permission of his/her supervisor and the Director of the Pike County Department of Job and Family Services.

4. Vacation may be accrued for a period not longer than three (3) years. When terminating employment, any accrued vacation will be paid in a separate check.

5. An employee whose scheduled vacation falls within a week containing a paid holiday will not have the holiday charged against vacation time. An employee so effected shall be granted an additional vacation day to be scheduled at the discretion of the employee with proper notice.

ARTICLE 16: LEAVES OF ABSENCE

A. Educational Leave

Educational leave without pay may be granted for up to one (1) year for undergraduate studies or nine (9) months for graduate studies, which would benefit the Bargaining Unit member's performance of his/her job duties with the Department. Upon completion of the leave of absence, the Bargaining Unit member will be returned to his/her former position or a similar position within the same classification. The Bargaining Unit shall not be entitled to any benefits of this contract, other than accrual of seniority.

B. Funeral Leave

1. Bargaining Unit members shall be entitled to a maximum of three (3) consecutive working days funeral leave, one of which must be the day of the funeral which the Bargaining Unit member attends, for a death in the immediate family. Immediate family is defined as only the following individuals who are related to the Bargaining Unit member, not the Bargaining Unit member's spouse, as contained on "1" through "14". For those immediate family member's listed in "15" through "18", Bargaining Unit members shall receive one (1) day paid funeral leave and must attend the funeral.

1. spouse;
2. parent, stepparent or legal guardian;
3. child, stepchild, or foster child;
4. brother or stepbrother;
5. sister or stepsister;
6. grandparents;
7. grandchild;
8. mother-in-law;
9. father-in-law;
10. son-in-law;
11. daughter-in-law;
12. brother-in-law;
13. sister-in-law;
14. Legal guardian or other person who stands in the place of a parent;
15. aunts;
16. uncles; and
17. nieces and nephews
18. Grandparents-in-law (Spouse's grandparents)

2. Any days approved other than the days in paragraph A above shall be charged against the Bargaining Unit member's accumulated sick time when approved by the Director.

3. Leave due to the death of other family members may be granted with the approval of the Director if the Bargaining unit member submits, in writing, the special circumstances. Once such leave is approved by the Director, it will be charged to sick time, taken without pay, or taken in accordance with the procedures for any other approved leave provided for in this Agreement.

C. Jury and Witness Service

1. A Bargaining Unit member who is called for jury or subpoenaed as a witness (except for cases in which the Bargaining Unit member has a personal interest or such witness service is a non-work related civil case) shall be released from work for the days which he/she is to serve. (Service, as used herein, includes required reporting for jury or witness duty when summoned, whether or not he/she is used.) Employees who are on release time for Jury Service shall report back to work anytime they are dismissed or serve less than four (4) hours.

2. Such Bargaining unit member shall receive, for each day of service on which he/she otherwise would have worked, the difference between the payment he/she receives for such service and his/her regular rate of pay. The Bargaining

Unit member will present proof that he/she did serve or report as a juror or was subpoenaed and reported as a witness, and the amount of pay, if any, received therefore. All hours certified by the court passed the Bargaining Unit member's regular hours of work shall be reimbursed to the Bargaining Unit member in compensatory time at the rate of one and one-half (1 ½) hours of compensatory time for each hour passed the Bargaining Unit member's regular eight (8) hour workday.

D. Military Leave

Any full-time Pike County Bargaining Unit member who enlists in the United States Armed Forces shall be granted a military leave of absence in accordance with Ohio Revised Code Section 5923.05 and Uniformed Services Employment and Re-employment Rights Act (USERRA) of 1994.

1. National Guard and Reserve Service.

The Pike County Department of Job and Family Services supports the concept that a strong defense of our country is best accomplished through citizen-soldiers. Therefore, no Bargaining Unit member's job or career opportunities will be limited because of his/her service in the National Guard or any branch of the reserves.

Bargaining Unit members shall be granted leaves of absence up to one hundred seventy-six (176) hours within any one (1) calendar year without loss of pay for military training in the Guard or Reserve. The Bargaining Unit member will be compensated the difference between such Bargaining Unit member's regular compensation as provided by this Agreement and that received by him/her for military service. Proof of assignment shall be provided in the form of a copy of the military orders given to the Bargaining Unit member's supervisor and military pay stubs provided to the Department's fiscal officer. Bargaining Unit members desiring to enter the Guard or Reserve are required to first contact the Director to discuss any work scheduling problems, which may arise as the result of such service.

E. Maternity Leave

1. A Bargaining Unit member may use accumulated sick leave for absence due to pregnancy or for absence due to any medical condition related to pregnancy, childbirth or postpartum recovery. At his/her option, the Bargaining Unit member may use accrued vacation for pregnancy, childbirth, or infant care. The Bargaining Unit member, if eligible, may request the maternity leave be charged as Family and Medical Leave.

2. A Bargaining Unit member's physical incapacity or disability related to pregnancy, child birth, or postpartum recovery shall be treated the same as any other medical condition under the unpaid disability leave policy. Thus, if the

Bargaining unit member has exhausted accumulated sick leave and remains disabled or physically incapacitated from returning to her duties because of pregnancy, childbirth, or postpartum recovery, she may request an unpaid leave under that policy.

3. An unpaid disability leave should not extend beyond the duration of the physical disability or incapacity related to pregnancy, childbirth, or postpartum recovery. A Bargaining Unit member's request for a leave of absence for infant care purposes shall be treated as a request for an unpaid leave of absence for personal reasons and shall be granted or denied in accordance with the appropriate subsection of this Article.

F. Unpaid Disability Leave

1. A Bargaining Unit member may be granted a leave of absence without pay for up to one (1) year for illness, disability or after having exhausted his/her earned leave, and other emergencies or valid reasons. Under no circumstances will any leave of absence be granted for the purpose of working elsewhere including self-employment. Prior to returning to active employment from any unpaid disability the employee will have to bring the Department a statement certifying that the bargaining unit member is able to return to work.

2. The Director shall decide in each individual case if a leave of absence is to be granted, within the limitations of this Agreement. Such leave shall be requested on a standard form designated by the Director.

3. A Bargaining Unit member on such leave will be guaranteed his/her position with the Department for one (1) year. If he/she does not return to work after one (1) year, he/she may return to another position for which he/she is qualified within the next year if such position is available. If said Bargaining Unit member has not returned to work with the Department after a period of two (2) years, his/her employment with the Department shall be terminated unless the employee has retired on a PERS disability retirement.

4. Employees who are receiving a PERS pension may return to work within three (3) years from the date the employee went on a disability leave if PERS declares the employee is able to work and discontinues their retirement.

5. A Bargaining Unit member on an unpaid disability leave does not earn sick leave or vacation leave, nor is he/she entitled to any holiday pay. A Bargaining Unit member on an unpaid disability leave must pay the premium cost for health insurance for him/herself (and for dependent coverage, if applicable) after twelve (12) weeks in order to keep the coverage in effect during the leave.

6. Bargaining Unit members injured on the job shall have the Department's share of any health insurance premiums paid for up to six (6) months. The Bargaining Unit member is responsible for their contribution.

G. Unpaid Personal Leave

Bargaining Unit members may request an unpaid leave of absence from the Department office for personal reasons, including educational pursuits that are not in the course of and/or required as part of the job. The decision whether to grant the leave is left to the Director's discretion. Personal leave may be granted for up to six (6) months for any personal reasons of the Bargaining Unit member which are deemed sufficient grounds for leave by the Director.

H. Union Leave

1. The Employer agrees that Bargaining Unit members who attend conventions or other authorized Union activities may be granted a leave without pay for the purpose of participating in such conventions or other authorized Union activities. Such leave shall be limited to three (3) employees.

2. A long-term leave of absence for a minimum of sixty (60) days and maximum of two (2) years may be granted to employees who are appointed to the staff of the Union. Upon application, additional periods may be granted by the Employer. The time spent on such leaves of absences is to be considered in determining length of service. The Union agrees to give the Employer thirty (30) days advance written notice, whenever, possible of a request for such leave.

3. Upon completion of such leave of absence, the employee will be returned to the classification formerly occupied, or to a similar classification.

I. Family and Medical Leave.

A. In accordance with the Family and Medical Leave Act of 1993 and amendments, bargaining unit members who have worked at least 1,250 hours in the past twelve (12) months shall be annually entitled to a maximum of twelve (12) weeks of unpaid sick leave or up to 26 weeks for caring for a military injured family member for the following reasons:

1. to care for a newborn son or daughter;
2. for a placement of a son or daughter with the bargaining unit member for adoption or foster care;
3. to care for a seriously ill spouse, child or parent; or
4. because of their own serious health condition.
5. to care for a member of immediate family that has an injury or recuperation due to military service.

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

B. Bargaining Unit members must give the Director at least a thirty (30) days notice, or as much notice as is practicable in foreseeable situations. The

Department observes a rolling twelve (12) month period or year for determining Family Medical Leave. The twelve (12) month period starts when a bargaining unit member applies for FMLA.

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

D. Medical certification shall be required to substantiate leave for the reasons stated above. The Department having the option of requiring a second opinion. If the first and second opinion differs, then the Department may require a third opinion. Medical Certification shall include the following:

1. the date of condition began;
2. the probable duration of the condition;
3. appropriate medical facts regarding the condition and the necessity for the leave; and
4. a statement that the bargaining unit member is unable to perform the essential functions of his/her position during this period of leave.

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

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

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

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

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

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

ARTICLE 17: HOLIDAYS

A. The following days are agreed as paid holidays:

New Year's Day
Martin Luther King Day
President's Day (Washington-Lincoln Day)
Spring Day (Friday before Easter)
Decoration/Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
Employee's Birthday
New Year's Eve

B. When any of the above name holidays falls on Sunday, the following Monday will be observed as the holiday for the application of this Article of this Agreement. When any of the above named holidays falls on Saturday, the preceding Friday shall be observed as the holiday for the application of this Article of this Agreement. The birthday holiday shall be provided as eight (8) hours compensation time credited on their birthday. The holiday shall consist of twenty-four (24) consecutive hours beginning at 12:01 a.m., or the nearest starting time thereto on the holiday.

C. Eligibility and Method of Payment.

1. A new Bargaining Unit member must have no less than sixty (60) days of work since his/her last hire in order to be eligible for the benefits of this Article.

2. A full-time Bargaining Unit member assigned to work on one of the holidays enumerated in Section A above who forfeits the day off will receive eight (8) hours pay and twelve (12) hours in compensatory time for each holiday worked. A part-time bargaining unit member who works on a holiday shall receive straight time for all hours worked plus a premium of one and one-half (1 ½) times their rate in additional pay for all hours worked on a holiday. These compensatory days will be scheduled at the discretion of the Bargaining Unit member provided a one (1) week notice is given to the appropriate supervisor or the Director.

3. A full-time Bargaining Unit member will be paid his/her regular hourly rate of pay times eight (8) when not scheduled to work on one of the above enumerated holidays, provided he/she has worked all of his/her scheduled hours on the last day before and the first day after the holiday. A part-time bargaining unit member will be paid only for the hours they would have normally been scheduled that fall on a holiday listed in "A" above. For employees whose birthday falls on a holiday listed in paragraph A above, the following two (2) options exist:

   a. An employee in the Bargaining Unit whose birthday falls on any of the other thirteen (13) holidays listed in paragraph A above shall be able to take either the day before or the day after the holiday upon which their birthday falls.

   b. A Bargaining Unit member may with the permission of their supervisor take their birthday holiday off within the pay period when it falls on a regular holiday.

4. In addition to those Bargaining Unit members eligible in accordance with Section C-3, the following Bargaining Unit members shall be paid for the holiday:

   a. A Bargaining Unit member who is unable to work his/her full scheduled hours on the last scheduled day before a holiday or his/her scheduled hours on the first scheduled day after a holiday because of a compensable injury (Workers' Compensation injury) sustained by the Bargaining Unit member;

   b. If a holiday occurs during a period of paid sick leave or vacation, the Bargaining Unit member will be entitled to holiday pay and will not be charged for any sick leave or vacation leave for that day.

   c. A Bargaining Unit member who suffers a compensable injury (Workers' Compensation injury) will be eligible for one (1) paid holiday following such injury, if a holiday falls during the period he/she is off due to the injury.

5. A Bargaining Unit member who is scheduled to work on a holiday and who does not report for work shall not receive any pay for that holiday.

6. Special religious holidays may be observed by Bargaining Unit members and charged to accrued vacation or taken within pay. A Bargaining Unit member wishing to take some time must notify his/her supervisor and the Director. A Bargaining Unit member may not use sick leave for religious holidays.

7. Management shall avoid, so far as possible, the scheduling of work on these holidays.

8. If a calamity day falls on an employee's birthday holiday, the employee will receive the number of hours credit for compensatory time with pay that was declared a calamity for the other employees of the Department/County.

ARTICLE 18: DISCIPLINE

A. Purpose.

The Employer agrees that a member of the Bargaining Unit shall not be peremptorily discharged after the effective date of this Agreement, but that in all instances in which the Employer may conclude that a Bargaining Unit member's conduct may justify suspension or discharge, the Bargaining Unit member shall first be suspended. Such initial suspension shall be for not more than five (5) working days. No discipline shall be taken against any employee except for just cause.

B. Procedure.

1. The Bargaining Unit member and his/her Union Representative shall be given a statement in writing promptly, but not later than twenty-four (24) hours from the time of the suspension, as to the reason(s) for the suspension. The Employer shall make an effort to communicate the reason(s) the Bargaining Unit member and his/her representative prior to the start of the suspension.

2. Complaints concerning suspensions of four (4) working days or less shall not require a hearing before the Director of the Pike County Department of Job and Family Services, but instead shall be initiated in the second step of the Grievance Procedure with the Personnel Officer.

3. If the initial suspension is for five (5) calendar days the Bargaining Unit member may, during this period of initial suspension, if he/she believes he/she has been unjustly dealt with, request a hearing before the Director of the Pike County Department of Job and Family Services and such management representatives present that the Director may choose, and such Union representatives present as the Union may choose.

    a. Such hearing shall be held within the five (5) working day suspension period. The period for the hearing may be extended by mutual agreement of the parties.

        1. In the event the hearing is not held or requested within the five (5) working days referred to above, the Employer shall issue his decision on the case within five (5) working days and the effected Bargaining Unit member may thereafter present a grievance at any time within five (5) working days from the filing of the Employer's decision with the Bargaining Unit member and the

Union; such grievance shall be introduced at the third step of the Grievance Procedure.

b. At the suspension hearing the facts concerning the case shall be made available to both parties.

c. After such hearing the Employer shall conclude within five (5) working days whether to convert the suspension into discharge or extend, reduce, sustain, or revoke the suspension. If the suspension is revoked, the Bargaining Unit member shall be returned to work and shall receive full compensation at his/her regular rate of pay for the time lost. If the suspension is sustained, extended or converted into discharge, the Bargaining Unit member may, at any time within (10) working days from the of the Employer's decision, allege and present a grievance to be introduced at the third step of the Grievance Procedure.

C. Disciplinary action involving suspensions shall be maintained in a Bargaining Unit member's personnel file for three (3) years. Disciplinary action involving verbal or written warnings and/or reprimands will be removed at the end of one (1) year providing no intervening disciplinary action has occurred.

D. A probationary Bargaining Unit member does not have recourse to the Grievance Procedure for his/her removal during his/her probationary period on initial employment.

ARTICLE 19: GRIEVANCE PROCEDURE

A. A grievance is an allegation by a Bargaining Unit member or the Union that the terms of this Agreement have been violated or a dispute concerning the interpretation or application of this Agreement. Bargaining Unit members shall be afforded the right to representation at all levels of the procedure. When any such grievance arises, the following procedure shall be followed.

B. Steps of the Grievance Procedure:

1. Step One (First Step).

The party(s) shall have five (5) working days to file the grievance starting at the time of the occurrence. Within these five (5) working days there shall be a verbal discussion of the grievance, or five (5) working days from the time the grievant(s) should have become reasonably aware of the event(s) that give rise to the grievance(s) to file the grievance(s) with the immediate supervisor. Upon receipt of the grievance(s), a meeting shall be held between the grievant(s) and the immediate supervisor and Personnel Officer with a Union steward present. The immediate supervisor shall provide a written response to the grievant(s) and the Union steward within five (5) working days of the conclusion of the meeting.

2. Step Two (Second Step).

If the answer of the Personnel Officer is not satisfactory or is not timely, the Union may appeal the answer of the Personnel Officer and/or supervisor to the Director within three (3) working days of the date the answer was received or should have been received. The grievance(s) shall be considered at a Step Two hearing, which shall be scheduled within ten (10) working days of the Union's appeal of the Step One answer. The Second Step hearing will endeavor to bring out all the facts and participants involved in the grievance(s). The grievant(s) and Local Union President or Steward, along with the Ohio Council 8, AFSCME staff representative shall be present at the meeting. If the grievance(s) is not settled at the Step Two meeting, the Director shall give a written answer to the Local President and the Staff Representative within five (5) working days of the conclusion of the meeting.

3. Step Three (Grievance Mediation)

The Union may choose to appeal the Director's response to the grievance to mediation, and such appeal shall be filed within ten (10) working days.

a. The selection procedure for the Mediator shall be in accordance with the procedure outlined in Step 4 of this Agreement, or from assignment of a Federation Mediation and Conciliation Service (FMCS) Mediator.

b. The conduct of the Step Three Mediation hearing shall be in accordance with Step 4: Arbitration and the list below.

c. The Mediator shall make his decision in conformity with this Agreement and shall not modify or change this Agreement and shall render a decision in writing or in accordance with FMCS rules within three (3) working days from the close of the hearing. The acceptance or rejection of the Mediator's decision is voluntary for both parties.

Accordingly, under step three of the grievance procedure, the parties shall use the mediation approach and procedure for resolving grievances of a non-precedent nature or a suspension of four (4) days or less.

1) When either party chooses the Step 3 alternative, the parties and the designated mediator (arbitrator) will select a mutually agreeable date for holding the mediation. If a mutually agreeable date cannot be selected, the Mediator will select the date and both parties will abide by this selection. This same procedure shall apply to selecting a time and location for holding the mediation.

2) The Mediation hearing will be conducted in accordance with the following:

(1.) The hearing shall be informal. No hearing shall last longer than eight (8) hours in a twenty-four (24) hour period.

(2.) No briefs shall be filed or transcripts made. The mediator will set break and meal periods and time limits,

(3.) There shall be no formal rules of evidence.

(4.) Each party's case must be presented by a representative of their own choice.

(5.) The mediator (arbitrator) shall attempt to mediate the grievance after the facts presented by both parties.

(6.) If the parties cannot agree on any resolution, the mediator (arbitrator) will file his recommendations with the parties as to the grievance in question.

a. The Mediator has three (3) days (seventy-two hours) to file his decision after the conclusion of the hearing (excluding Saturdays, Sundays or holidays).

b. The Mediator's recommendations shall be based on facts developed by the parties that were submitted at the hearing.

c. The Mediator's recommendations should not exceed two (2) typed pages.

d. The authority of the Mediator shall be the same as outlined in the grievance procedure for an arbitrator.

e. The Mediator shall file the recommendations with both parties.

3) Any recommendations of the Mediator in this procedure shall not be used as a precedent in any other grievance or hearing, except the grievance for which the Mediator has issued his recommendations.

4) The parties may agree to present more than one grievance to the Mediator for his recommendations. Each party will submit to the Mediator a copy of the grievance and any information that has been submitted as part of the grievance record prior to the hearing. The Mediator will be provided a copy of the collective bargaining agreement.

The parties will split the cost of the Mediator and hearing room. All other costs will be borne by the party incurring the costs.

4. Step Four (Arbitration).

a. If the grievance(s) is not satisfactorily settled at Step Two or Step Three, the Union may, within thirty (30) calendar days after receipt of the Step 2 or Step 3 answer, submit the grievance(s) to arbitration. Upon notification to the Director of its intent to arbitrate the grievance, the Union and Management shall submit a joint request to the Federal Mediation and Conciliation Service (FMCS) or any other mutually agreed upon agency for a list of seven (7) arbitrators to be sent to both the Union and the Employer. The cost of the list shall be shared equally by the parties. The parties shall within two (2) weeks of receipt of the list attempt to select an arbitrator. The parties shall use the alternate strike method of selection, with the first strike decided by a coin toss. Either party shall have the right to reject up to two (2) lists of arbitrators before selecting an arbitrator, if this rejection of the FMCS or any other mutually agreed upon agency list is made prior to the date to strike names, the party rejecting the list will be responsible for paying for the new panel from FMCS or any other mutually agreed upon agency.

b. The Arbitrator shall have no power or authority to make any decision:

1. Adding to, subtracting from, modifying, changing or amending in any way the terms and provisions of this Agreement, or any written agreements between the parties.

2. Concerning the establishment of wage rates not negotiated as part of this Agreement.

c. The costs of the Arbitrator, including the travel expenses, hearing room, etc., a copy of the record of the proceedings shall be shared equally by the parties.

1. Each party shall be responsible for the costs incurred by it in preparing and presenting its case to the Arbitrator, including but not limited to the compensation and expenses of its representatives and the fees and other expenses of its witnesses.

2. Either party may have a transcribed record made of the arbitration hearing at its own expense provided it makes copies available without charge to the other party and the Arbitrator.

d. The Arbitrator shall make his/her decision in conformity with this Agreement and shall not modify or change this Agreement and shall render a decision in writing within thirty (30) days from the close of the

hearing and the decision shall be final and binding on the Union and its members and the Pike County Department of Job and Family Services and its Bargaining Unit members.

e. If the Arbitrator's decision awards the payment of back wages covering the period of the Bargaining Unit member's separation from the Department's payroll, the amount so awarded shall be less any unemployment compensation and shall not include the assumption the Bargaining Unit member would have worked overtime during the period of separation from the Department's payroll.

C. General.

1. At all Steps in the Grievance Procedure, the Union representative shall disclose to the Department's representative a full and detailed statement of facts relied upon, the remedy sought and the provisions of this Agreement relied upon. In the same manner, the Department's representative shall do likewise.

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

3. The parties may mutually waive the time limits set forth herein.

4. All grievances settlement, reached by the Employer and the Union shall be final, conclusive, and binding on the Employer, the Union and the Bargaining Unit member(s), provided that a grievance may be withdrawn by the Union at any time during any step of the grievance and arbitration procedure and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance. The parties may choose to settle any grievance without setting a precedent and all such settlements below Step 3 are non-prejudicial.

ARTICLE 20: CIVIL SERVICE TESTS

A. Civil Service tests are a factor in promotions in the Pike County Department of Job and Family Services.

B. The Director of the Pike County Department of Job and Family Services shall permit paid time off not charged to any accumulated leave for each Bargaining Unit member to take a civil service test for positions with the Pike County Department of Job and Family Services.

1. Bargaining Unit members will give a copy of their test acceptance card from the Department of Administrative Services to their Supervisor.

2. Bargaining Unit members will be allowed to take up to two (2) tests per year under the provisions of this Article.

C. A promotion is defined as an increase in salary or responsibility. A Bargaining Unit member will not be permitted paid time to take a test for a position for which he/she had already been tested and passed said test.

ARTICLE 21: APPLICATION OF STATE CIVIL SERVICE LAW

A. Except as expressly and specifically provided in this Agreement, no section of the Civil Services laws contained in Revised Code Chapter 124 shall apply to employees in the Bargaining Unit.

B. Except as expressly and specifically provided in this Agreement, the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the Bargaining Unit.

ARTICLE 22: NONDISCRIMINATION

A. The Employer shall not discriminate against any employee on account of race, creed, color, sex, age, religion, political affiliation, veteran status, handicap, physical or mental impairment, Union membership or Union activity.

B. The Union and the Employer agree to abide by the Americans with Disabilities Act of 1990 in implementing the collective bargaining agreement.

ARTICLE 23: HEALTH AND SAFETY

A. The Director, the Union and the Bargaining Unit members recognize their obligation and/or rights under existing Federal and State laws with respect to safety and health matters. Bargaining Unit members will be notified of any clients they have on their caseload that has an infectious disease, when the Department becomes aware of the infectious disease.

B. The Director shall endeavor to maintain adequate equipment and precautions. Suggestions for improved safety by Bargaining Unit members will be given due consideration by the Director. All Bargaining Unit members shall abide by all safety rules and regulations of the Department.

C. Report of on the job injuries and accidents.

1. It is the responsibility of the Bargaining Unit member to report immediately to his/her supervisor or the Director, any injury incurred on the job no matter how minor the injury may seem to the Bargaining Unit member.

2. All accidents regardless of whether or not an injury is incurred shall be reported immediately by the Bargaining Unit member(s) involved to the Bargaining Unit member's supervisor. If it is determined that immediate treatment or examination is needed, the supervisor shall arrange transportation to the hospital or physician's office and shall make any other necessary arrangements.

3. It is the responsibility of the injured Bargaining Unit member's supervisor to initiate and oversee the completion of a complete accident report within twenty-four (24) hours after the injury was incurred and submit the completed report promptly to the Director. If a Bargaining Unit member or the Bargaining Unit member's supervisor is uncertain as to whether or not an injury is considered to be job related, an injury report shall be completed and submitted to the Director for review and determination.

D. On a quarterly basis, a Labor Management Meeting will be held to discuss issues of a mutual concern to the parties. In attendance will be an equal number of representatives of Management and the Union, not exceed three from each side.

E. Annually, the Employer shall make available through the local health department, immunizations for influenza (flu), agree to waiver to hold the agency harmless from any side effects, hepatitis B, tetanus shot, and tuberculosis. This service will be available to all Agency employees during work hours and at no cost to the employee. If at the time of immunizations, an employee does not wish to participate in the immunization process, they shall so designate in writing by a waiver to the Director refusing the treatment.

F. Employees shall be released with no loss of pay for up to two (2) hours to donate blood.

ARTICLE 24: SEVERABILITY

A. It is the intent of Management and the Union that this Agreement comply, in every respect, with applicable law. Should a state or federal court of recognized jurisdiction determine that a provision of this Agreement is illegal, that such provision shall be automatically terminated. The remainder of this Agreement shall continue in full force and effect. In the event that a provision is determined to be unlawful, Management or it's designated representative and the Union shall meet within ten (10) calendar days for the purpose of negotiating a lawful alternative provision. This meeting cannot be used for any purpose other than negotiating on the unlawful Article or clause.

ARTICLE 25: DISTRIBUTION OF AGREEMENT

A. The Director and the President of Ohio Council 8, AFSCME, Local #3387, shall affix their signatures on eight (8) proofed copies of the Agreement no later than thirty (30) days after receipt by the Board of Commissioners.

B. The Union and the Department may have as many copies of the originals printed in any manner in which they choose.

C. It shall be the responsibility of the Department to prepare a letter for the submission of a signed copy of the Agreement to the State Employment Relations Board after negotiations are completed.

D. During the term of this Agreement, newly hired-Bargaining Unit members shall be furnished a copy of this Agreement by the Department after their employment.

ARTICLE 26: TRAVEL COMPENSATION

A. The Department will reimburse Bargaining Unit members who must use their own vehicles for official County business at the rate of no less than the IRS rate per mile.

B. The Department will reimburse Bargaining Unit members for meals when they are required to travel out of the County at the official County rate as determined by the Pike County Board of Commissioners, Presently the rate is thirty-five dollars ($35.00) per day with receipts required, such amount will not decrease during this Agreement.

ARTICLE 27: HOSPITALIZATION INSURANCE

A. In accordance with the following chart, the County shall pay up to the stated amount toward the monthly premium of a single or family hospitalization, surgical, major medical plan. The County shall be solely responsible for determining the carrier and benefits of the plan and will do so under the provision of Ohio Revised Code 305.171.

1. The Pike County Department of Job and Family Services will pay the same amount on behalf of the bargaining unit members as paid for by other County General Fund employees excluding the Board of Elections.

   The employee will pay the balance of the health insurance premium for the plan that they choose.

   Employees have the option of enrolling in the County dental and vision insurance plan by making direct arrangements with the County Auditor's Office.

2. The employer shall continue the Fifteen Thousand Dollars ($15,000.00) life insurance plan provided under the hospitalization carrier at no cost to the employee.

B. The County shall continue to try to make available to non-retired bargaining unit members and their eligible dependents substantially similar group health and hospitalization insurance coverage and benefits as existed in the County's conventional insurance plan immediately prior to the signing of this Agreement. The County reserves the right to change or provide alternate insurance carriers, health maintenance

organizations, or benefit levels or to self-insure as it deems appropriate for any form or portion of insurance coverage referred to in this Article, so long as the new coverage and benefits are substantially similar to the conventional insurance which predated this Agreement. The County will not be responsible for changes unilaterally imposed by an insurance provider in benefits, co-payment provisions or deductibles so long as the County uses its best efforts to minimize changes by incumbent insurance providers from one plan year to another. During the terms of this Agreement, if changes to the benefit insurance policies provided by the County are instituted for employees not covered by this Agreement, the County agrees to additionally grant those changes to bargaining unit members covered by this Agreement.

C. The parties agree to study and institute cost containment measures relative to insurance coverage so long as the basic level of insurance benefits remains substantially similar to the current coverage which may include but not be limited to:

a. mandatory second opinions for elective surgery;
b. pre-admission and continuing admission review;
c. scheduling of admissions except in emergency situations; and
d. outpatient elective surgery for certain designated surgical procedures.

D. The extent of coverage under the insurance policies referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes concerning said insurance policies for plans or benefits thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the County, nor shall such failure be considered a breach by the County of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the County, bargaining unit member or beneficiary of any bargaining unit member.

E. The Employer agrees to pay $69.00 per month per bargaining unit member for the cost of the following coverages provided by the AFSCME Health Care Plan. The coverage shall be Dental II, Vision II, Hearing Aid, Life Insurance, and prescription drug.

F. Insurance Incentive Programs

1. Bargaining unit members who will be eligible for this program will be:

a. Members who are enrolled in the insurance program in the twelve (12) months prior to electing to opt-out of coverage.

b. All new employees who are eligible for the insurance program and are employed after January 1, 2007, and have satisfied (1) (a) above.

2. Each member must notify the Personnel Officer of the Pike County Department of Jobs and Family Services in writing of his/her intent to opt-out of the

insurance program, and provide proof of insurance coverage other than the County plan.

3. Each member opting out of the program must remain out of the program for the entire period of time for twelve (12) months of the following year and must be actively employed by the Pike County Department of Jobs and Family Services to be eligible for reimbursement.

4. Persons who are eligible for this program and who are enrolled in the family coverage or new employees eligible for family coverage opting-out after twelve (12) months shall be reimbursed $2400.00 annually.

5. Persons who are eligible for this program and who are enrolled or eligible for single coverage or new employees eligible for single coverage opting out shall be reimbursed $1200.00 annually.

6. A participant in the program will be reimbursed only under 4 or 5 above.

7. Each eligible member opting-out of the Board of Commissioners-approved insurance program shall be reimbursed on a bi-weekly pay starting the month after the election opt out.

8. Any bargaining unit member who elected to opt-out of the Board approved insurance program who involuntarily loses other insurance coverage through unemployment of spouse, death of spouse, or divorce from spouse will be permitted to re-enroll in the Board-approved insurance program subject to the provisions of the contract with the carrier. Notice of intent to enroll will be provided to the Personnel Officer no later than the third Monday of the month following a qualifying event will become effective subject to the provisions of the contract with the carrier.

9. Any bargaining unit member who elected to opt-out of the Board approved insurance program may enroll in the program beginning with the open enrollment period of each year. For enrollment in the open enrollment period, a request for enrollment must be made in a timely fashion subject to the provisions of the contract with the carrier.

ARTICLE 28: WAGES

A. Wage rates are set forth in Appendix A of this Agreement shall be effective throughout the life of this Agreement for bargaining unit members.

Prior to October 1, 2011, all bargaining unit members shall receive a wage increase in the form of a percentage (%) to be determined by available funds, no later than September 28, 2011. This wage increase will not continue or remain a part of the Bargaining Unit Employee's Salary after disbursement. This applies to the first year of this contract only.

Wage re-openers will be held to determine any wage increase for year two (2012) and year three (2013) of this Agreement.

B. Bargaining unit members shall be hired at Step 1 of the pay scale set forth in Appendix B or C of this Agreement, whichever is applicable. Upon completion of their probation, they shall be placed at Step 2 and shall proceed to the succeeding step annually thereafter. Subsequent step increases shall occur on the bargaining unit member's anniversary date of completion of probation until he/she has reached the top step of the pay range. The method of movement through the steps shall be the same for bargaining unit members hired prior to May 1, 1987. Bargaining unit members who are promoted shall be placed in the next succeeding step of their new job which provides him/her with a minimum of a four percent (4%) increase in wage promotion, and shall advance through the remaining steps (if any) in accordance with this section.

C. Beginning on the first day of the pay period within which the bargaining unit members complete five (5) years of total service with the Employer, each bargaining unit member shall receive an automatic salary adjustment equivalent to two and one-half percent (2.5%) of the classification salary base to the nearest whole cent. Each bargaining unit member shall receive thereafter an annual adjustment equivalent to one-half of one percent (0.5%) of his/her classification salary base, to the nearest whole cent, for each additional year of qualified employment until a maximum of ten percent (10%) of the bargaining unit member's classification salary base is reached.

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

E. The Employer agrees to split any moneys received from the State of Ohio for low error rate among all employees of the Agency.

ARTICLE 29: TUITION REIMBURSEMENT PROGRAM

A. The Employer will provide a Tuition Reimbursement Program for bargaining unit members of the Pike County Department of Job and Family Services with the following stipulations:

B. The Employer will place $7,000 per year, based on fund availability, in a line item to be used only for tuition reimbursement, lab fees, and cost of books for courses completed at an accredited college or university in pursuit of a degree or in a degree program.

1. Bargaining Unit members will apply on a first come first granted basis under the following conditions:

a. A bargaining unit member must have prior approval from the director or his authorized representative for the course(s).

b. Course(s) of study must be work related and/or a degree program (either undergraduate or graduate) must be approved by the Director or his representative.

c. Bargaining unit members must submit a grade report or other evidence that at least a "C" was obtained in the course taken.

d. Bargaining unit members will be reimbursed once all approvals are obtained in a manner acceptable to the Department payroll and accounting procedures but in no case later than thirty (30) days from final approval.

C. Determinations by the Director under paragraph B above are not subject to the grievance procedure.

ARTICLE 30: DRUG-FREE WORKPLACE

A. The Department shall have a policy, which is in compliance with the Drug-Free Workplace Act. All bargaining unit members shall receive a copy of the Department-adopted resolution regarding a drug-free workplace. There shall be no random drug or alcohol testing by the Department.

B. All bargaining unit members shall refrain from the unlawful use, manufacture, distribution, or possession of drugs or alcohol while on duty, on Department premises or at any workplace. The Employer shall provide a Drug-Free Workplace in-service for all bargaining unit members during the regular in-service day(s) program

C. For the purposes of these provisions, the following definitions shall apply:

1. "Drug abuse offenses" shall be defined as the unlawful possession, use, or distribution of illicit drugs and alcohol.

2. "Work Place" is defined as any area under the control of the Department or at any Department-sponsored activity regardless of location.

3. "On duty" is defined as required attendance at the workplace in accordance with the provisions of this Agreement regardless hours of work and workday.

D. 1. Any bargaining unit member who violates these provisions through his/her unlawful use of alcohol or an illegal drug shall be granted, upon his/her first offense, the right of participating in a rehabilitation program:

a. Bargaining unit members entered into a rehabilitation program shall be permitted to use any sick leave or vacation to their credit.

b. Any bargaining unit member who has exhausted his/her sick and vacation leave shall be granted unpaid leave to participate in a rehabilitation program.

2. After the employee's first offense, depending on the severity of the offense, the employee will be disciplined pursuant to the terms of this Agreement.

3. Any bargaining unit member convicted of unlawful sale, distribution, and/or manufacture of illicit drugs shall be disciplined in accordance with the provisions of this Agreement.

E. The Employer shall provide a smoke-free environment inside the buildings where the employees are normally assigned and work.

ARTICLE 31: LABOR/MANAGEMENT COMMITTEE

A. The parties agree that they will meet at least quarterly or at the request of either party. Three (3) representatives from the Union and three (3) representatives from Management will comprise the Labor/Management Committee. The party requesting any special meeting will prepare an agenda and deliver the agenda at least forty-eight (48) hours prior to the scheduled meeting.

ARTICLE 32: SICK LEAVE DONATION

A. Purpose: The intent of the sick leave donation Article is to allow Pike County Department of Jobs and Family Services bargaining unit members paid from the Job and Family Services accounts to voluntarily provide assistance to their co-workers who are in critical need of leave due to a catastrophic illness or injury of the employee or a member of the employee's immediate family.

B. Definitions: For the purpose of this policy the following shall apply:

<u>Child</u>: a son or daughter, including a child eighteen (18) years or over, who is incapable of self-care because of a mental or physical disability.

<u>Immediate Family</u>: is defined in Article 14 – Earned Sick Leave(D).

<u>Parent</u>: biological parent or an individual who stands in the place of a parent to the employee (in loco parentis). In-laws are NOT included in the definition of "parent".

Serious health condition: a catastrophic illness, injury, impairment, or physical/mental condition that involves a period of incapacity or treatment that requires absence from employment and also includes continuing treatment of chronic or long-termed incurable conditions.

Calendar Year: January 1 to December 31

Spouse: husband or wife.

Transferees: the employee in need and approved to receive donated sick leave.

Transferor: the employee volunteering to donate their sick leave.

C. Policy: Employees may donate accrued sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave and reports to a Pike County Department of Jobs and Family Services Executive Director who is subject to this rule and pursuant to the provision of Section 124.391 of the Ohio Revised Code. The intent of the leave donation program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to an extended serious health condition of the employee or a member of the employee's immediate family.

D. Hours Transferred: Any hours transferred shall be transferred on an hour or a day or a week basis.

E. Receiving Leave: An employee may receive donated leave equivalent up to the number of hours the employee is normally scheduled to work each pay a period if the employee to receive donated leave or a member of the employee's immediate family has a serious health condition and the transferee:

1. has no accrued paid leave; and

2. has completed his or her new hire probationary period; and

3. has applied for any paid leave, Workers' Compensation, or benefits program for which the employee is eligible; and is only eligible for sick leave donation while waiting for the applied for benefit

4. has no abuse or patterned use of sick leave; and

5. has provided acceptable written verification that the extended illness exists; and

6. agrees to accept the leave under the terms of this policy and completes an "Application to Receive Donation Leave" form.

F. Donating Leave: Employees may donate leave if the donating employee:

1. voluntarily elects to donate sick leave and does so with the understanding that donated leave will not be returned;

2. donates a minimum of hours equivalent to one (1) hour of the donor's regularly scheduled workdays, and a maximum of eight (8) hours in one (1) donor day increments, subject to a maximum one hundred (100) hour annually (based on calendar year) donation to any/all employees measured;

3. retains a sick leave balance of at least one hundred twenty (120) hours;

4. completes an "Application to Donate Leave" form.

G. Administration: The sick leave donation program shall be administered on a pay period to pay period basis. The Personnel Officer of the Pike County Department of Job and Family Services and the Pike County JFS Director shall review the Application to Receive Donated Sick Leave and the Application to Donate Sick Leave to assure compliance with Section B and F of this article. Donations of sick leave will be recorded in the order of their submission, and will not be considered actually donated nor be deducted from the transferors balance or credited to the transferee's balance until the pay period such leave is actually used. Unused donation application shall be returned to the transferor. Employee using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Vacation and sick leave accrued by an employee while using donated sick leave shall be used, if necessary, in the following pay period before additional donated sick leave may be received. Donated sick leave shall be considered sick leave but shall never be converted into a cash benefit. The Pike County Department of Job and Family Services Personnel Officer shall maintain such records as are necessary for the administration of this program.

H. Certification: Employees who wish to donate sick leave shall certify:

1. the name of the employee for whom the donated leave is intended;

2. the number of hours to be donated;

3. that the employee will have a minimum sick leave balance, after donation, of at least one hundred twenty (120) hours;

4. that the sick leave is donated voluntarily and the employee understands that the donated leave will not be returned.

I. Confidentiality: The Personnel Officer shall ensure that no employees are forced to donate leave. The Pike County Department of Jobs and Family Services shall respect an employee's right to privacy, however the Personnel Officer may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their co-worker's critical need for leave donation from employees. The donation of sick leave shall occur on a strictly confidential and voluntary basis.

J. Application: Employees wishing to donate or receive donated sick leave may pick up applications from the Personnel Officer during normal business hours.

K. Donated sick leave is used sick leave and donated sick leave will not be counted against he bonus received for unused sick leave.

THE PIKE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES
APPLICATION TO RECEIVE DONATED SICK LEAVE

Employee's Name: _____ Unit/Position _____

Please describe the catastrophic illness/injury, who is affected, and how the employee is affected:

_____

_____

_____

Indicated the amount of time that will be missed because of the catastrophic illness/injury.

Number of days: _____ Beginning: _____ Ending: _____

VERIFICATION BY ATTENDING MEDICAL DOCTOR

I certify that the above named individual has experienced a catastrophic illness and/or injury and the projected time missed is an accurate forecast of the time that is needed for the condition.

Doctors Name: _____

Doctors Signature: _____Date:_____

I verify that the above information is a true and accurate report of my condition, as I know today. I authorize and approve distribution of this information to other Pike County Department of Jobs and Family Services employees to inform them of my condition and to permit other JFS employees to donate sick leave to me. I understand and agree that my Personnel Officer and/or the Director of Jobs and Family Services will make notice of my need for leave and that I should take no other action to solicit or request donation of leave from other staff. I have read, understand, and agree with the limitations of this program as outlined in the Sick Leave Donation Article. I understand and agree that any employee donating leave to me will have his or her identity kept confidential from me.

_____ _____
Witness's Signature Date

_____ _____
Employee's Signature Date

This application has been reviewed and APPROVED/DENIED (Circle One).

_____ _____
Name of Reviewer Signature Date

THE PIKE COUNTY DEPARTMENT OF JOBS AND FAMILY SERVICES
APPLICATION TO DONATE SICK LEAVE FORM

Employees Name: _____
(Transferor)

Department/Unit: _____

Name of Employee, which you wish to donate sick leave: _____
(Transferee)

Your Sick leave balance as of date of this request: _____

Verification of Personnel Officer (P.O.) of Sick Leave Balance: _____

Amount of Leave you are requesting to donate: _____

Your Sick Leave Balance after leave donation: _____

Approval by P.O. that sick leave hour have been transferred from _____ to _____ on payroll, dated _____.
(Transferor) (Transferee)

_____
Signature (Personnel Officer)

☐ Reviewed by Director, Pike County Department of Jobs and Family Services

I attest that I have donated my sick leave of my own free will and no one has coerced me into making this donation.

_____
Signature of Transferor

ARTICLE 33: TERMINATION

A. This Agreement constitutes the entire contract between Management and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, Management and the Union, for the duration of this Agreement, waive the right, and each agrees that the other shall not be obligated, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter which is subject to collective bargaining whether or not such subject or matter is specifically referred to herein.

B. This Agreement shall become effective as of July 1, 2011, except as otherwise indicated herein, and shall remain in effect up to and including June 30, 2014, and shall automatically renew itself from year to year thereafter, unless written notice to terminate or amend this Agreement is given by either party to the other at least sixty (60) days prior to June 30, 2014, or prior to the date of expiration of any annual renewal hereof.

C. If notice of termination shall be given, negotiations for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.

Signed this 30th day of June, 2011.

FOR THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 3387

Tamara Carsey Johnson 7-13-11

Tamara D. Carsey, AFSCME Rep

President Local 3387

Bargaining Unit

Bargaining Unit Member

Bargaining Unit Member

Bargaining Unit Member

Bargaining Unit Member

FOR THE PIKE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES:

William Whitfield, Director

Sondra Lawhorn, Human Resources

FOR THE PIKE COUNTY BOARD OF COUNTY COMMISSIONERS:

Teddy West, Commissioner

Harry Rider, Commissioner

Blaine Beekman, Commissioner

APPROVED AS TO CONTENT

Robert W. Cross, Management Consultant
Cross Management Consulting Services, Inc.

APPROVED AS TO FORM

J. Rick Brown / RWC

Jakick Brown

R. Alan Lemons, General Counsel
Cross Management Consulting Services, Inc.

AFSCME
OHIO COUNCIL 8
AFL-CIO

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The Plains, Ohio 45780-1348
Telephone: (740) 797-9708
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Regional Director

John A. Lyall
President

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Dayton
Ruth Ritchie
Kenneth Sulfridge

Toledo
Sandra L. Coutcher
Thomas Kosek, Jr.

Youngstown
Pamela S. Shelton
Michael Niro

Trustees

Kimberly N. Gaines
Peg N. McClain
Helen S. Youngblood

August 15, 2011

VIA ELECTRONIC MAIL

J. Russell Keith, General Counsel
& Assistant Executive Director
State Employment Relations Board
65 East State Street, 12th Floor
Columbus, OH 43215-4213

RE: AFSCME Local 3387 — Pike Co. Dept. of Job & Family Services
Case No. 10-MED-04-0513

Dear Mr. Keith:

Attached please find the newly executed Collective Bargaining Agreement in the above-referenced jurisdiction.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Sandra Shonborn (RS)

Sandra S. Shonborn
Staff Representative

SSS/bas
Attachment
cc: C. Greg Chattin, President
William Whitfield, Director
Robert W. Cross
File