

STATE EMPLOYMENT
RELATIONS BOARD

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AN AGREEMENT

between the

COUNTY OF SUMMIT FOR THE
DEPARTMENT OF JOB AND FAMILY SERVICES

and the

AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, (AFSCME) AFL-CIO,
LOCAL #2696 AND OHIO COUNCIL 8

Effective: January 1, 2012

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ARTICLE 1

PREAMBLE/PURPOSE

1.01 This agreement is hereby entered into by the County of Summit Department of Job and Family Services, hereinafter referred to as the "Employer," and Local 2696 and Ohio Council 8 of the American Federation of State, County, and Municipal Employees (AFSCME), AFL-CIO(exclusive bargaining agent), hereinafter referred to as the "Union." It is the intent of the parties hereto that this agreement shall be binding upon the parties. Nothing shall preclude the parties from mutually agreeing to amend the provisions herein provided that any such amendment is reduced to writing and signed by both parties.

1.02 This agreement shall be binding on the parties, their representatives, successors, and assignees, excluding state mandated contracted out programs or as otherwise provided by law.

ARTICLE 2

SEVERABILITY CLAUSE

2.01 This agreement shall be subject to any applicable or future laws of the State of Ohio and the United States of America. Should any part of this agreement or any provisions contained herein be declared invalid by operation of law or by a court of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this agreement shall not invalidate the remaining portions and they shall remain in full force and effect. In such event, the Employer and the Union will, at the request of either party hereto, promptly enter into discussions relative to the particular provision(s) deemed invalid or unenforceable to negotiate a legal alternative provision(s). Should the parties reach mutual agreement on an alternate provision(s), such agreement shall be reduced to writing and signed by both parties.

ARTICLE 3

RECOGNITION

3.01 The Employer recognizes the Union as the sole and exclusive bargaining representative of the employees in the bargaining unit certified by the State Employment Relations Board (SERB) and listed in Appendix C of this agreement.

3.02 Notwithstanding the provisions of this article, management, confidential, supervisory, guards, and casual employees as defined in the Act not included in the bargaining unit are excluded from the bargaining unit.

3.03 Should new positions/jobs be established which are not subject to the exclusions outlined in Section 2 above, and there is no dispute over such inclusion, upon request of the Union, the parties will jointly petition the SERB for a bargaining unit modification in accordance with Chapter 4117 ORC and the SERB rules and regulations.

3.04 If changes in the method of operation of a bargaining unit job occur, or SERB certifies a new position/job to the unit, the Employer shall meet with the Union for the purpose of discussing a rate of pay for the new position/job or the placement of the changed job to the appropriate classification and pay.

ARTICLE 4 **APPLICATION OF STATE CIVIL SERVICE LAW**

4.01 No section of the civil service laws contained in Ohio Revised Code Chapter 124 shall apply to employees in the bargaining unit, and it is expressly understood that the Ohio Department of Administrative Services and the State Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

ARTICLE 5 **NON-DISCRIMINATION**

5.01 The Employer and the Union agree not to discriminate because of race, color, religion, sex, **sexual orientation, gender identity**, age, disability, or national origin.

5.02 The Employer and the Union recognize the rights of employees to join, assist, or participate in the Union and lawful concerted activities, and the right of employees to refrain from joining, assisting, or participating in the Union and lawful concerted activities, consistent with the provisions of Chapter 4117 of the Ohio Revised Code. The Employer agrees not to interfere with the rights of employees to become members of the Union, and agrees there shall be no interference, restraint, or coercion against any employee because of any lawful activity in an official capacity on behalf of the Union, provided that activity does not conflict with the terms of this agreement. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union, and agrees there shall be no interference, restraint, or coercion against any employee exercising the right to abstain from involvement in Union activities.

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

ARTICLE 6 **DEFINITIONS**

6.01 "Classification Transfer" means moving from one (1) position to another within the same classification.

6.02 "Day" means calendar day, unless otherwise expressly stated.

6.03 "Employee" means any bargaining unit person employed by the County of Summit Department of Job and Family Services.

6.04 "Full-Time Employee" means any employee whose regular hours of duty are forty (40) hours a week or more. "Part-Time Employee" means any employee whose regular hours of duty are less than forty (40) hours per week.

6.05 "Promotion" means the advancement of an employee to a position in which the classification carries a higher salary range.

6.6 "Reassignment" means the assignment of an employee to a different classification.

6.7 "Reclassification" means the assignment of a different classification to a position. If it is determined that an employee should be reclassified to a lower-rated position, the employee should not suffer a reduction in pay. However, the position shall be reclassified to a lower-rated classification.

ARTICLE 7

MANAGEMENT RIGHTS

7.01 The Union recognizes that, except as otherwise expressly limited in this agreement, it is the exclusive function of the Employer to:

- A. Determine the management organization, the selection, retention, and promotion to positions not within the scope of this agreement;
- B. Direct employees of the Employer; to determine types of services to be provided;
- C. Maintain discipline;
- D. Hire, promote, transfer, assign, retain and layoff employees;
- E. Discipline, suspend, demote, or discharge employees; any such action to be for just cause;
- F. Maintain the efficiency of the government operations entrusted to them;
- G. Determine the methods and means by which such operations are to be conducted;
- H. Determine and redetermine duties to be included in any job classification;
- I. Determine the necessity of overtime and the amount of overtime

required;

J. Take any necessary action to carry out the mission of the Employer in cases of an emergency;

K. Determine the hours of work and work schedule of employees;

L. Establish work rules and rules of conduct;

M. Maintain complete control of all buildings, equipment, grounds, passageways, hallways, streets, parking lots, entrances, exits, and all other parts of the agency at all times.

7.02 The above-listed management rights shall in no event contravene the terms of this agreement and shall be subject thereto. Management shall have all other rights and prerogatives including those exercised in the past subject only to the express restrictions on such rights, as provided in this agreement.

ARTICLE 8 NO STRIKE/NO LOCKOUT

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

8.02 The Union shall cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of Section 1. In the event a violation occurs, the Union shall immediately notify all employees concerned, through such means as leaflets and meetings, that such action is prohibited and advise all employees concerned to return to work at once.

8.03 The Employer agrees that he will not lock out employees, nor will it do anything to provoke interruptions or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operation of service of the Department of Job and Family Services.

8.04 The Employer retains its rights as set forth in Chapter 4117 ORC to deal with any unauthorized or unlawful strike.

ARTICLE 9 PAYROLL DEDUCTION OF DUES AND FAIR SHARE

9.01 The plan of voluntary Union dues deduction shall be in effect under this agreement. The Employer will deduct current Union dues provided that at the time of such deduction there is in the possession of the Employer a current written authorization executed by the employee. The form for said assignment shall be furnished by the Union.

9.02 Previously signed and unrevoked written authorizations shall continue to be effective as to current and reinstated employees.

9.03 Following the signing of an authorization card, deductions referred to in Section 1 above shall be made in the first pay of each month, provided the employee has received sufficient wages during the applicable pay period to equal the deduction. The total amount of dues deducted will be submitted to the Comptroller of AFSCME Ohio Council 8 within ten (10) days following deduction, accompanied by a computer printout from the County Auditor showing each employee and the amount of dues deducted.

The Employer shall notify the Union, in writing, of any employee request for dues deduction on a monthly basis.

9.04 The Union shall afford its members an opportunity to cancel their dues deduction during the period thirty (30) to forty-five (45) days prior to the expiration of the contract. The Employer's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization. Upon the Employer's receipt of such revocation, the Employer will immediately notify the Union in writing of such notice, prior to processing the revocation request accordingly.

9.05 The Union shall notify the Employer in writing of any increase in the current dues being deducted. Such increase of dues shall be deducted in the first pay of the month following notification of any increase in dues, only upon written assurance by the Union that the additional amounts have been authorized pursuant to and under the Union's constitution. In the event a new written authorization from the employee is necessary by the Union, such authorization will be secured by the Union and presented to the Employer prior to the deduction of the newly certified amounts.

9.06 The Employer's obligation to deduct dues shall discontinue upon termination of employment or transfer to a job classification outside the bargaining unit. Such deduction shall automatically commence upon the rehire of such employee affected or transfer of such employee affected to a job classification within the bargaining unit.

Employees shall cease to be subject to dues deduction beginning with the month immediately following the month in which she is no longer a member of the bargaining unit. The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

9.07 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of complying with any of the provisions of this article.

9.08 The Employer shall not be required to remit to the Union the monthly 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 or the Union membership, or upon contract termination.

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

A. The effective date of this agreement for all current employees who have been employed for more than sixty (60) calendar days.

B. The sixty-first (61st) calendar day of employment for all current employees who have not completed sixty (60) calendar days.

C. The sixty-first (61st) calendar day of employment for each employee hired after the effective date of this agreement.

9.10 Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union in accordance with the provisions of the Union's lawful fair share fee procedure. The Union agrees to immediately provide the Employer a copy of any changes to its fair share fee procedures. The Union affirms that it is its intent that its fair share fee procedures meet all existing and future and state and/or federal requirements.

9.11 Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names of each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction. The Employer's obligation to deduct a fair share fee shall cease upon termination of employment, transfer to a job classification outside the bargaining unit, and layoff from work. Furthermore, the Employer shall not be required to remit to the Union the monthly fair share fees of non-member bargaining unit employees during the period of an authorized or unauthorized strike, walkout, or other job action by the Union or its membership, or upon contract termination.

9.12 The Employer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on the behalf of each non-member bargaining unit employee, of each obligation established under applicable state and federal law requirements governing fair share fees.

9.13 The Union shall notify the Employer, in writing, of changes in the amounts to be deducted and such changes shall become effective during the first pay of the month following their actual receipt by the Employer.

9.14 The Union warrants and guarantees to the Employer that no provision of this article violates the constitution or laws of either the United States of America or the State of Ohio. The Union hereby agrees that it will indemnify and save the Employer harmless from any and all claims, demands, suits, or other forms of liability that may arise out of complying with any of the provisions of this article. Once the forms are remitted to the Union, their disposition thereafter shall be the sole and exclusive

obligation and responsibility of the Union.

ARTICLE 10 **VISITATION OF UNION REPRESENTATIVES**

10.01 Upon notification by the Local Union President and/or the Chief Steward, or Staff Representative to the Labor Relations office and/or the Department of Job and Family Service Personnel office, accredited non-employee representatives of the Union may have access to the Employer's premises to investigate problems and/or grievances which arise concerning the agreement and/or negotiate contracts. The non-employee representative may not meet with the employees on the Employer's premises, including all satellite offices, without receiving prior approval from the Employer. Such prior approval shall not be arbitrarily denied. A list of accredited non-employee Union representatives will be furnished to the Employer each year or as changes take place in said list. Such visitation shall not interfere with or disrupt the Employer's normal course of business.

ARTICLE 11 **UNION REPRESENTATION**

11.01 Employees selected by the Union to act as Union representatives for the purpose of investigating and/or processing potential grievances under the grievance procedure shall be known as "Stewards." The number of Stewards, including the President and the Chief Steward, shall be a total of twelve (12), and there shall not be more than one (1) representative designated per supervisory unit. The Union shall notify the Labor Relations Office and the Personnel Office of the Department of Job and Family Services, in writing, of the stewards in each designated location annually or immediately when changes occur. An employee does not have the right to request a specific representative. Representatives must be reasonably available within one (1) workday, unless the Employer determines the need for immediate action.

The current designated areas include but are not limited to the following (any other offices that are established during the course of this contract will be discussed for inclusion by the parties):

Building 1

Building 2

The Truth Building

The Job Center

AGMC

Community Support Services

AMHA

Summa

11.02 To secure pay for time off afforded by the Employer during their regularly scheduled working hours under paragraph 1 of this article, the Union President, Chief Steward, and Stewards will be required to provide advance notice and to use the authorization form which will be provided by the Employer for the accounting of such time. Time shall not be in excess of **four (4)** hours per week, per Steward, and the Union President and Chief Steward shall be permitted **ten (10)** hours per week, per person, with additional time when necessary, to investigate and/or process grievances. The time spent by the Union President, Chief Steward, and Stewards in labor-management meetings, or meetings initiated by the Employer, shall not be charged against the time herein allotted to Union representatives for the purpose of investigating and processing grievances. Union representatives must receive prior approval from the immediate supervisor/department manager to secure time off to investigate and/or process grievances. Union leave time for these purposes may not interfere with operational needs, but will not be denied arbitrarily.

11.03 If it is found that the Union is abusing time under Section 2 of this article, the Employer shall discuss the situation with the Union at the next regularly scheduled labor-management meeting or at a special meeting requested by the Employer. If the abuse continues, the abusing employees shall be subject to disciplinary action.

11.04 The Union shall furnish the Director and Labor Relations with a written list of names of all Union officials, the Chief Steward, and the Stewards.

11.05 To the extent practical, the Employer will allow the Union to utilize one (1) lockable room on agency property for the use of the Union. If possible, said room shall be furnished with a desk, a telephone (the Union will pay for installation and long distance phone calls), and locking file cabinets. The Union shall be given all copies of the keys for the room and the filing cabinets.

11.06 The Employer agrees to allow reasonable time to the Union during the orientation period for all new employees at which time the Union can present an explanation of Union procedures and be available for questions.

11.07 The Local Union President and Chief Steward shall not be disciplined for temporary failure to maintain normal job duties while performing approved Union business.

11.08 Union Leave. Up to three (3) employees, including the Local Union President, shall be permitted time off, up to a maximum of five (5) working days each, per calendar year, without loss of pay to attend Union conventions or conferences. The Union President will also be permitted up to an additional ten (10) working days per

calendar year. Requests for Union leave must be submitted at least fifteen (15) days in advance, and approval of such requests will not be unreasonably denied.

ARTICLE 12

GRIEVANCE PROCEDURE

12.01 The term "grievance" shall mean any allegation by a bargaining unit employee or the Union that there has been a breach, misinterpretation, or improper application of an express provision(s) of this agreement.

12.02 A policy grievance which affects a group of employees arising from the same event or set of facts may be presented by the Union itself at Step 3 of the grievance procedure; however, all affected employees must be listed with the grievance. All termination and suspension grievances shall be filed directly at Step 3 of the grievance procedure. Grievances must be presented under this section no later than ten (10) working days after the occurrence of the facts giving rise to the grievance. If for any reason the Human Resource Officer delays in responding with the documents requested by the Union that are necessary for the Union to have in order to determine if a grievance exists, the time to file a grievance shall be stayed until the requested documents are provided.

12.03 Failure to provide a timely answer at any step of the grievance procedure shall entitle the employee and/or Union to proceed to the next step in accordance with the provisions herein. Any grievance not timely presented by the employee and/or Union at any step of the grievance procedure shall not thereafter be considered a grievance under any step of the grievance procedure.

12.04 The written grievance shall be filed on the grievance form, attached as Appendix D, and shall include a statement of fact and date of occurrence, the specific article and section of this agreement alleged to have been violated, and the relief requested.

12.05 Each grievance shall be processed in the following manner:

Step 1:

A grievance shall be submitted in writing on the grievance form to the employee's immediate supervisor/manager within ten (10) working days of the occurrence of the facts giving rise to the grievance. The grievance must be signed by the grievant.

The supervisor/manager shall meet with the grievant and steward within three (3) working days after the grievance is submitted in an attempt to resolve the

grievance, and shall submit an answer in writing to the grievant and steward within three (3) working days after said meeting.

Step 2:

If the grievance is not satisfactorily settled at Step 1, the Union may appeal to the appropriate Deputy Director/or designee in writing within five (5) working days after receipt of the Step 1 answer. The Deputy Director/or designee shall, within five (5) working days of receipt of the appeal, meet with the grievant and the steward in an attempt to resolve the grievance, and submit an answer in writing to the grievant and steward within five (5) working days subsequent to the meeting.

Step 3:

If the grievance is not satisfactorily settled at Step 2, the Union may appeal within five (5) working days after the receipt of the Step 2 answer to the Labor Relations office. The Labor Relations office shall meet with the grievant, the steward and any witnesses necessary to arrive at a resolution. This meeting will be scheduled within ten (10) work days or upon mutual agreement of the parties. The Labor Relations office shall render their decision in writing within ten (10) working days subsequent to such meeting. The grievance answer will be forwarded to the Local Union President, grievant, and Ohio Council 8 Representative.

Step 4:

If the grievance is not satisfactorily resolved at Step 3, it may be submitted to arbitration upon written notice by the Union to the Labor Relations office. The right to demand arbitration over an unadjusted grievance is limited to a period of ten (10) working days from the receipt of the Employer's written third step grievance answer, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer. The Union shall, within fifteen (15) working days following its notification to the Employer that it intends to arbitrate an unadjusted grievance, contact the Labor Relations office to select an arbitrator from the permanent panel of arbitrators contained herein. In the event the Union has not met and selected an arbitrator within the fifteen (15) working days following the notification to the Employer that it intends to arbitrate an unadjusted grievance, the grievance and previous arbitration demand shall be deemed withdrawn and the Step 3 grievance shall be the final answer.

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

Arbitrators shall limit their decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this agreement, and it shall be without power or authority to make any decision:

- A. contrary to or inconsistent with or modifying or varying in any way

the terms of this agreement or of applicable laws;

B. limiting or interfering in any way with the powers, duties or responsibilities of the Employer under applicable law; limiting or interfering in any way with the powers, duties, or responsibilities of the County Executive under his rulemaking powers not in conflict with this agreement:

C. add to, detract from, or alter in any way provisions of this agreement.

The written decision of the arbitrator, resulting from any arbitration of grievances hereunder, shall be final and binding upon the parties.

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

The grievant and any witness shall be granted leave with pay to attend arbitration hearings.

12.06 If deemed necessary by the Union, the Chief Steward and/or an accredited representative of the Union shall be present at Steps 3 and 4 of this procedure.

12.07 Grievances submitted beyond the specified time limits at any step of the grievance procedure contained herein shall not be honored. However, they will be processed through the procedure if the applicable time limits are waived, in writing, by both parties. An employee on vacation or approved leave of absence, on the date of the occurrence of the facts giving rise to a grievance, may file a grievance within ten (10) working days after she returns to work.

12.08 There is hereby established, a permanent panel of arbitrators. These individuals shall be: (1) Robert Stein; (2) Dennis Byrne; (3) Harry Graham; (4) David Pincus; (5) Nels Nelson (6) Jonathan Klein; and (7) Dennis Minni.

12.09 **The parties may mutually agree to mediate a grievance prior to the selection of the Arbitrator. The mediator will be chosen using the alternate strike method from the panel of arbitrators provided by Federal Mediation and Conciliation Services (FMCS).**

ARTICLE 13

DISCIPLINARY PROCEDURES

13.01 Disciplinary action will only be taken against a non-probationary employee for just cause. The parties agree that discipline is meant to be corrective and progressive in nature, and shall take into account the seriousness of the violation and the employee's record of discipline.

13.02 Employees shall have the right to Union representation during investigatory interviews if so requested by the affected employee. The Employer will notify the Union and the employee, in writing, at the time discipline occurs, of any disciplinary action. All notices of discipline shall contain the reasons for the disciplinary action.

13.03 Whenever the Employer determines that an employee may be subject to disciplinary action, which could result in loss of pay and/or loss of position, a pre-disciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation regarding the alleged offense. A notice of the pre-disciplinary conference shall be provided to the employee and the Union President (or in the absence of the President, the Chief Steward or Vice President) at least two (2) days in advance, and shall contain a general description of the alleged offense and the charges against the employee. Copies of exhibits, if any, will be provided to the employee at the pre-disciplinary conference. The employee shall have the right to have a Union representative present at the conference if she so desires however, in the event the employee does not request Union representation, the Union has the right to attend the pre-disciplinary conference but not as a representative of that employee.

An employee shall also have the right to Union representation during investigatory interviews where the employee reasonably believes disciplinary action may result, and where the employee requested such representation.

An employee has the right to waive, in writing, the pre-disciplinary conference. An employee has the right to waive, in writing, union representation during any stage of the disciplinary process.

13.04 The Employer shall proceed with any disciplinary action within a period of not later than twenty (20) working days from the close of the investigation of the alleged offense or twenty (20) working days from the close of a criminal investigation. If such disciplinary action is not initiated against an employee within such period of time, the disciplinary action is deemed withdrawn.

13.05 Any records of disciplinary action taken against an employee shall expire and not be used against the employee for the purposes of progressive disciplinary action, providing there has not been intervening disciplinary action taken against the employee during the specified time period as follows:

- A. Disciplinary actions resulting in no loss of time or pay - twelve (12) months;
- B. Disciplinary actions resulting in loss of pay or time not to exceed five (5) days pay - twenty-four (24) months;
- C. Disciplinary actions resulting in the loss of pay or time exceeding five (5) days pay - thirty-six (36) months.

If there has been no intervening disciplinary action, said notations shall be

removed from their file and personnel file if the employees request the removal of the disciplinary notations in writing. Said requests must be directed to the attention of the DJFS Human Resources Administrator.

13.06 There shall be no regulation of employees' off duty personal conduct provided that it does not affect the employees' employment status or job performance.

ARTICLE 14 **LABOR-MANAGEMENT COMMITTEE**

14.01 Unless mutually agreed otherwise, Labor-Management meetings will be held bi-monthly on a specified day and time. No more than five (5) representatives of Management, including but not limited to the Labor Relations Administrator, shall meet with not more than five (5) representatives of the Union to discuss pending problems and to promote a more harmonious relationship between the Union and the Employer.

An agenda will be furnished at least three (3) working days in advance of the scheduled meeting by the party requesting the meeting. The purpose of such meeting shall be to:

- A. Discuss the administration of this agreement.
- B. Notify the Union of changes made by Management which affect bargaining unit employees.
- C. Jointly discuss the need for upgrading the current employees, in terms of providing and/or identifying training and education opportunities to meet future needs and programs of the Department.
- D. Discuss grievances which have not been processed beyond Step 3 of the Grievance Procedure when such discussions are mutually agreed to by the parties.
- E. Disseminate general information of interest to the parties.
- F. Give both parties the opportunity to share their views and make suggestions on the subjects of interest.

14.02 It is further agreed that if special Labor-Management meetings have been requested, they shall be convened as soon as feasible.

Union representatives of the Labor-Management Committee shall not suffer loss in pay for attendance at meetings provided by this article. However, such meetings which extend beyond the work day shall be on non-paid time.

14.03 Within fifteen (15) days from the date of any Labor-Management meeting, Management shall respond in writing to the Union on any issues which require an answer.

ARTICLE 15

UNION BARGAINING COMMITTEE

15.01 The Employer agrees to pay not more than five (5) bargaining unit employees of the County of Summit Department of Job and Family Services who are appointed as representatives to serve on the Union Bargaining Committee for time spent in meetings with Management to renegotiate this agreement, pursuant to Article 48, Duration, where such meetings take place during such employee's regularly scheduled hours on the days in questions.

ARTICLE 16

BULLETIN BOARDS

16.01 The Employer shall furnish to the Union seven (7) enclosed, locking bulletin boards. **The Employer and Union will mutually agree upon the posting locations.** The Employer will bear the costs of installation of the bulletin boards.

Notices or announcements shall not contain anything scandalous or malicious, or statements that constitute an attack upon elected officials of the County or the Administration of this Agency.

16.02 Any violation of this section shall be discussed immediately with the Union upon notification by the Employer.

16.03 The Employer agrees not to print, distribute, or post scandalous or malicious materials regarding the Union or any of its representatives.

16.04 In the event a dispute arises concerning the appropriateness of material posted, the President will be advised by the Employer and the notices will be removed from the bulletin boards until the dispute is resolved. If the material is not removed, the Employer may cancel the provisions of this section and use of the bulletin boards by the Union until the issue can be resolved.

A grievance concerning this article may be initiated at Step 3 of the Grievance Procedure by the Union.

ARTICLE 17

SECURITY

17.01 The Employer shall continue to provide security during the employee's standard workday. The Employer agrees to utilize certified peace officers, which may be supplemented with additional security personnel as necessary.

ARTICLE 18

HEALTH AND SAFETY

18.01 The Employer agrees to provide a healthful and safe work place for all employees and will comply with applicable laws and regulations relating to the health and safety of its employees.

18.02 The joint committee on Health and Safety, hereinafter referred to as the "Safety Committee," will be established and will consist of three (3) bargaining unit members appointed by the President of the Union, and three (3) Employer representatives. The Safety Committee shall:

- A. Meet on a quarterly basis, or a specific day and time to review the department health and safety programs and make recommendations to the Deputy Director of Administrative Services.
- B. Meet to review, discuss, and report on the various safety items and activities.
- C. Review and analyze Federal and State standards or regulations which affect the department.
- D. Review problems concerning health and safety and make recommendations to the Deputy Director of Administrative Services regarding any protective equipment, devices, or clothing, examinations, or other related items deemed necessary.

Union representatives of the Safety Committee shall not lose pay while in attendance at meetings pertaining to this Article. However, meetings which extend beyond the work day shall be on non-paid time.

18.03 The Employer agrees that there shall be no maintenance duties performed during normal work hours that pose a hazard to any workers performing their normal duties during that time. Should it become necessary for maintenance duties that pose a hazard to be performed during these regular hours, employees in the immediate area affected shall be relocated to a safe working area.

18.04 The Employer shall provide a lunch room in both the Truth Building and the 47 N. Main Street complex for use by County employees.

ARTICLE 19

AGENCY POLICIES AND PROCEDURES

19.01 Agency policies and procedures shall be defined as any rules, regulations and/or policies and procedures governing the employee's conduct and job duties during regularly scheduled work hours, or off-duty hours if the employee's actions could have a substantially adverse effect on the Employer and/or the Employer's operations, programs, or clients.

19.02 When the Employer establishes new policies and procedures or revises current policies and procedures, the Union shall be notified ten (10) days in advance. The Employer shall meet with the Union to discuss and review such policies and procedures prior to implementing such changes within the ten (10) days. Failure to meet within the ten (10) days shall be deemed acceptance by the Union, unless the Employer and the Union is unable to meet within the ten (10) day period.

Affected employees shall receive, in writing, any new policies and procedures or revisions of policies and procedures ten (10) days prior to their effective date.

19.03 The parties agree that all policies and procedures shall be reasonable, and to the extent practical shall be uniformly applied and enforced.

ARTICLE 20

STANDARD WORK WEEK

20.01 Forty (40) hours shall be the standard workweek for all full-time employees. Based upon operational needs, the Employer may set the hours, workdays, and workweek according to the need. The Employer shall meet with the Union to discuss any proposed changes of hours, work day, or work week fifteen (15) days prior to the date scheduled for implementation of such changes.

20.02 Any employee who works more than forty (40) hours in any calendar week shall be entitled to overtime pay or compensatory time, whichever the employee selects. If funding for overtime is unavailable, the employee will be required to receive compensatory time.

A. Employees choosing pay for all hours in active pay status, except for sick leave, in excess of forty (40) hours shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay. Employees who choose to receive pay shall be paid at the conclusion of the next succeeding pay period.

B. Employees choosing or receiving compensatory time, in lieu of overtime pay, shall receive such time at the rate of one and one-half (1 1/2) hours of time for each hour of overtime in excess of forty (40) hours in active pay status, except for sick leave. Employees may not accrue more than eighty (80) hours of compensatory time at any one (1) time unless otherwise approved by the Employer due to operational need. An employee shall be permitted to use accrued compensatory time in minimum increments of fifteen (15) minutes provided the request is made within a reasonable period and to do so would not unduly disrupt the operations of the department. Any unused compensatory time may be cashed in after 90 days or carried over, at the option of the employee. Employees requesting payment for compensatory time may do so by providing advance notice to the Employer at least thirty (30) calendar days prior to the date of pay off. To the extent practical, the Employee will receive the payoff in the first full pay period following the request.

An employee shall be paid for any accumulated unused compensatory time at the time of separation at the current rate of pay.

20.03 Overtime pay shall not be pyramided or compounded for the hour(s) worked. Overtime work shall be offered as equally as practicable to qualified employees working within the same job classification, within the work unit wherein the overtime occurs. If sufficient volunteers are not available within the affected work unit, the overtime will be offered as equally as practicable to qualified employees within the same or similar job classification outside of the affected work unit. Any employee who is offered overtime and refuses overtime will be charged the number of hours of overtime as if worked. Refusal to work overtime shall result in the employee's name being placed at the bottom of the overtime rotation list. Absent employees will not be canvassed for overtime work.

20.04 Employees shall be docked pay for any tardiness and be subject to disciplinary action.

Tardiness Dock Schedule:

5 – 15 minutes	15 minutes deducted
16 – 30 minutes	30 minutes deducted
31 – 45 minutes	45 minutes deducted
46 – 60 minutes	60 minutes deducted

The tardiness dock schedule is cumulative in a pay period.

20.05 No employee shall be required to travel from one (1) location to another during her lunch period.

ARTICLE 21 **CALL-IN PAY**

21.01 When an employee is required to report back to work after termination of her regular work schedule and she reports, she shall be paid for such time. Any employee reporting for work pursuant to this article shall receive a minimum of four (4) hours straight-time pay. This provision is not applicable to work that is a continuation of or immediately preceding her regular work schedule.

ARTICLE 22 **REPORT-IN-PAY**

22.01 When employee(s) report to work on a regularly scheduled work day without previous notice not to report and the scheduled work day is canceled, the employee(s) shall receive a minimum of eight (8) hours work or eight (8) hours pay in lieu thereof, at the applicable hourly rate of pay.

ARTICLE 23

REST PERIODS

23.01 There shall be one (1) fifteen (15) minute rest period granted in paid status for each four (4) hours worked. This time represents actual time away from the employee's duties. These rest periods will be scheduled as close as possible to the middle of each four (4) hours worked, and must be scheduled at least one (1) hour after the start of the shift or at least one (1) hour before the shift ends.

The Employees may be permitted to extend the meal period by using time from their rest period, if approved by the Employer. Approval shall not be arbitrarily denied.

23.02 When employees work beyond their regular quitting time (overtime), the Employer shall provide such employee with additional rest periods, prorated at fifteen (15) minutes for each four (4) hours worked.

23.03 No employee shall leave the premises during these paid rest periods unless she has received her supervisor's permission.

ARTICLE 24

PERSONNEL RECORDS

24.01 It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents and property pertaining to the Employer. Each employee shall be allowed to review her personnel file, with the exception of initial references obtained for employment and any other documents restricted by law, upon one (1) day advance notice, provided an operational hardship does not occur.

The Union shall have access to employees' personnel records for the purpose of investigating potential grievances. Requests for access to employees' personnel records shall be in writing, listing the records and/or documents the Union needs to review, excluding any confidential material as defined by law.

24.02 A copy of any material placed into an employee's personnel file that might lead to disciplinary action or negatively affect an employee's job security or advancement shall be provided to the employee. If material is placed in an employee's personnel file without following this procedure, such material cannot be used in any disciplinary proceedings.

An affected employee will be provided a copy of any disciplinary action to be placed in her personnel file and will be required to sign the document acknowledging receipt of same.

If an employee, upon examining her personnel file, has reason to believe that there are inaccuracies in those documents; the employee may write a memorandum to the Employer explaining the alleged inaccuracy. If upon investigation the Employer

sustains the employee's allegation, the Employer shall remove the inaccurate material from the personnel file or correct the inaccuracy. If the Employer does not sustain the employee's allegation, the employee may file a grievance at Step 3 of the Grievance Procedure.

24.03 Employees shall be provided with a copy of their position description and the classification specification of the position in which the employee is presently serving, upon request of the employee to the Human Resource Department, within a reasonable period of time.

ARTICLE 25 **EVALUATIONS**

25.01 Employees shall be evaluated not less than once during their probationary period. **The evaluation period for non-probationary employees is January 1 – December 31. All evaluations for non-probationary employees will be completed by March 31 of the following year. In the event the Employer needs to extend the period of time to complete all the evaluations, the matter will be discussed with the Union.** The purpose of the evaluation is to inform the employee of her strengths and/or weaknesses as related to job performance and to set the criteria for job performance.

25.02 Employees serving their initial hire training or probationary period may be removed at any time during their training or probationary period, and such removal is non-appealable through the grievance procedure contained herein or any civil service commission.

25.03 Each employee shall be evaluated annually by her immediate supervisor which shall be reviewed by management first. If an employee has taken a different position within three (3) months of the evaluation date, the supervisors shall consult with each other in completing the evaluation.

25.04 The supervisor shall meet with the employee to discuss the evaluation. The employee shall be the last person to sign the evaluation. The employee's signature on the evaluation merely indicates acknowledgment that the employee has received a copy of the evaluation; it does not indicate agreement with its contents. Employees who object to their evaluation may request a review of their evaluation by their Deputy Director by submitting their objection and the specific reasons for the objection in writing to the Deputy Director. The Deputy Director shall review such requests and make the determination as to whether the evaluation is modified.

25.05 Except for review modifications pursuant to 25.05, above, any changes made after the employee signs the evaluation shall be null and void. Evaluations are not grievable through the Grievance Procedure herein contained.

ARTICLE 26 **LAYOFF AND RECALL**

26.01 Whenever the Employer determines a layoff or abolishment is necessary

due to a lack of work, a lack of funds or for reasons of economy and efficiency, the Employer shall notify the Union and the affected employees fourteen (14) days in advance of the date of layoff or abolishment.

26.02 The Employer shall determine in which classification(s) the layoff will occur. The layoff(s) of any permanent, full-time employee(s) shall only commence following the layoff of any temporary, intermittent, seasonal, part-time and newly-hired (those who have not yet completed their initial probation period) employees in the affected classifications.

Layoff of permanent, full-time employees will occur in the following order:

A. Promoted employees who have not completed their probationary period shall be returned to the position held prior to the layoff.

B. Employees who have completed the probationary period by order of reverse seniority.

26.03 Permanent full-time employees who are placed on layoff may apply their agency seniority to displace the least senior employee as follows:

A. In the classification held prior to layoff for which the employee remains qualified.

B. In the same classification series, in a lower pay grade, (see Appendix C) for which the employee is qualified, or a classification in the same pay grade which the employee is qualified to do without any additional training. If the displacing employee cannot perform the duties of the same pay grade classification within five (5) working days, they shall be laid off.

C. In a classification, in a lower pay grade for which the employee is qualified.

An employee displaced under the provisions of this article shall have the right to displace another employee, as applicable, in accordance with the provisions above.

26.04 Any employee who is laid off shall have the option of converting her accumulated balances of leave (e.g. vacation or compensatory time) to a cash payment at the time the employee is laid off. The County will make payment in the pay period following the period in which such request is made.

An employee's leave balances may only be reinstated if the employee's layoff is disaffirmed through the grievance procedure and the employee submits a reimbursement for the entire amount of the leave balance(s) previously converted.

26.05 Recall from layoff shall be made in reverse order of layoff; that is, the last

employee placed on layoff from a classification shall be the first to be recalled. Employees who refuse recall to a classification from which they have been laid off shall lose seniority and recall rights to that classification. Employees who fail to return to work within seven (7) days of the date of recall shall lose seniority and employment rights in accordance with Article 27, Seniority. Employees shall be notified of recall by certified mail, return receipt requested, at their last known address on file with the Employer. An employee on layoff remains eligible for recall for a period of **twenty four (24) months**.

26.06 No new employees shall be hired into, or vacant positions posted, in any classification in which employees are on layoff until such time as the recall list has been exhausted.

Any substantial duties performed by an employee who has been laid off, or whose position has been abolished due to a lack of work, shall not be reassigned to any non-bargaining unit employees.

26.07 When layoff in a classification becomes necessary, and one (1) or more employees in the affected classification desire to be placed on voluntary layoff, regardless of their seniority status, layoff shall be granted based upon the following:

A. The volunteer with the most agency seniority shall be placed on layoff first.

B. Employees who are placed on voluntary layoff may not displace employees in any other classification.

C. Employees who are placed on voluntary layoff may only be recalled to vacancies which occur in the classification in which they were placed on layoff.

D. The Employer shall not challenge an employee's unemployment compensation claim unless an employee refuses recall.

26.08 Employees shall be laid off or displaced using their agency seniority date. In cases where two (2) or more employees have identical seniority dates, the tie shall be broken by using the earliest date on the document supporting the selection for employment.

In no event shall an employee with less seniority displace an employee with more seniority. If an employee does not fill an available vacancy or displace another employee by the methods listed in this article, and the employee has exhausted her displacement rights, then the employee will be laid off.

26.09 Employees who are on sick leave, vacation, or leave without pay at the time a layoff is effective shall be subject to layoff. Such employees shall be guaranteed the same rights as all other employees. Notices of layoff, abolishment, or displacement shall be mailed to such employees by certified mail.

- B. Military leave of absence up to three (3) years.
- C. Layoff of **twenty four (24)** months or less.

27.04 The Union shall be provided with a seniority list at least annually or when needed.

27.05 Agency seniority shall be applicable for the following:

- A. Parking assignments.
- B. Vacation scheduling.
- C. Layoff.
- D. Recall.
- E. Office assignments when entire units are relocated or additional space becomes available, except as operational needs require otherwise.

ARTICLE 28

VACANCY AND PROMOTION

28.01 Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted for five consecutive work days as follows: **on the Employer's bulletin board in close proximity to the time clocks, in the JFS main building(s) complex and the Job Center.** Other satellite office employees will be notified directly by email. Once a vacant position has been posted, the Employer will fill said vacancy as soon as practicable.

Postings shall contain the classification title, rate of pay, position control number, minimum educational and experience qualifications as required by the classification specification, supervisor, and a brief summary of the job duties.

During the posting period, any employee wishing to apply for the vacant position(s) shall do so by submitting an **online application using the appropriate forms contained on the County employment** to the Employer. **The employee must comply with the Employer's procedures and requirements as set forth on the County employment website in order to be considered for a vacancy.**

All permanent vacancies are filled pursuant to the criteria listed in this Article. (see 28.03)

28.02 If no employee bids or meets the minimum qualifications as listed on the posting or the Employer determines it can hire a more qualified applicant from outside, the Employer may hire from among outside applicants.

28.03 The Employer shall use only the following criteria when selecting the most qualified applicant(s): attendance, disciplinary action, related education, related experience, seniority, related training, structured interview, the employee's performance and other job related criteria including those as listed on the job posting. (for purposes of this article only, the criteria have been listed in alphabetical order, not necessarily in order of importance.)

28.04 The Union shall be notified of the individual selected and the effective date of the appointment. Employee applicants will be notified within a reasonable time after the final hiring approval and acceptance of a position.

28.05 Same classification transfers shall be considered to have qualified for the position when they have satisfactorily completed a sixty (60) day probationary period which begins from the actual date of transfer to the new assignment.

An employee who changes classification due to a job bid shall be considered to have qualified for the position when she has satisfactorily completed the one hundred twenty (120) calendar day probationary period. A probationary employee who has lost work time due to illness or injury in excess of five (5) consecutive work days may have her probationary period extended by the length of the illness or injury.

Should an employee not satisfactorily complete the probationary period for a position acquired through job posting, she shall be returned to her former position if such position is vacant, or to any same or similar classification **at the rate of pay the employee would have received had she stayed in the former position.** If no position in a same or similar classification is available, she may exercise her rights to displace another employee in accordance with the provisions of Article 26. Vacancies resulting from the failure of any probationary period may be filled from the list of applicants from the original posting.

28.06 The initial hire probationary period for all bargaining unit employees shall be one hundred eighty (180) calendar days. The probationary period for all employees who have classroom training period of eight (8) weeks or greater shall begin after the completion of the first eight (8) weeks of training. Employees serving their initial hire training or probationary period may be removed, and such removal is non-appealable through the grievance procedure contained herein or to any civil service commission. A probationary employee who has lost work time due to illness or injury in excess of five (5) consecutive work days may have her probationary period extended by the length of the illness or injury. New hire employees and current employees that are required to receive On-the-Job Training (OJT) will not begin their probationary period until they have fully completed their training. OJT will be approximately six (6) months in duration. The total probationary period will not exceed twelve (12) months in duration except as otherwise provided herein. New hire employees may be removed during their OJT or probationary period and such removal is non-appealable. Current employees may be returned to their former position during the OJT period or their probationary period, as set forth in Section 28.05 herein. **Employees that are returned to their former position will be returned to the rate of pay the employee would have received had**

the employee stayed in the former position.

28.07 An employee who is awarded a position as a result of a job bid, or any initial hire, may not bid on a vacant bargaining unit position for a period of one (1) year from the date she assumes the new position. This provision includes employees who fail to successfully complete the required probationary period.

28.08 Promoted employees shall be placed in the start rate of the new pay range or five percent (5%) whichever is greater.

28.09 An employee who is demoted shall received a five percent (5%) reduction in pay or be paid at the same rate as the highest paid employee in that lower classification, whichever is lower.

28.10 Any grievances filed pursuant to this article shall be filed at Step 3 of the grievance procedure.

ARTICLE 29 **TEMPORARY ASSIGNMENTS**

29.01 "Temporary assignments" are those assignments in which work is of a temporary nature and a specified duration, not to exceed ninety (90) days, unless mutually agreed to a longer period. When the temporary employee is doing the work of an employee on approved leave of absence, the duration shall extend for the period of the approved leave of absence.

29.02 If a temporary employee is hired as a permanent employee in the same classification and same position in which they were working without a break in continuous service, as defined in Article 27, Seniority, their hire-in date as the temporary shall be deemed the beginning date for their probationary period and all time worked shall count towards their probationary period. The seniority date for new hires shall begin from the original date of hire.

ARTICLE 30 **WORKING OUT OF CLASSIFICATION**

30.01 If any employee is temporarily filling a vacancy in a lower classification, that employee shall be paid at the rate of pay of her permanently assigned classification. If an employee is temporarily filling a higher classification for more than five (5) consecutive days, she shall be paid at the base rate of pay of the higher classification, or the step that affords an increase, whichever is greater, for the entire period of time at the higher classification.

ARTICLE 31 **JOB CLASSIFICATION SPECIFICATIONS**

31.01 The Employer agrees to provide a detailed and specific job description to

every employee when hired, transferred, or promoted into a different position, or whenever changes are made to their current job description.

31.02 The Employer agrees to continue to utilize current job classification specifications in effect on the date of the signing of this agreement until such time as the Employer revises or modifies such specifications and/or minimum qualifications.

31.03 The Employer shall meet with the Union prior to making changes in a job classification specification and/or minimum qualifications and discuss such change.

Changes in job classification specifications shall not be made for arbitrary or capricious reasons.

31.04 Upon request to the Employer, the Union shall be furnished with copies of current job descriptions for positions in the bargaining unit.

ARTICLE 32

JOB AUDITS

32.01 Employees may request to have their position audited by the Human Resource Office. The employee shall request a Position Audit Questionnaire (PAQ) from the personnel office. The Human Resource Office will process the audit request upon completion and return of the PAQ and any other necessary information requested by the personnel office. Requests shall be limited to one (1) per employee per twelve (12) month period, with no more than three (3) employees being able to file for an audit each year. The Employer may deny audits at its discretion.

32.02 Within thirty (30) days of the receipt of the completed PAQ and any other information requested, the personnel office shall determine if the employee is working out of classification. If it is determined that the employee is working out of classification, the Employer shall do one (1) of the following:

1. Reclassify the employee to the appropriate classification. If the appropriate classification is in a higher rated pay range, the employee will be placed in the higher pay range at a rate higher than the employee is currently making, but not to exceed the last step for that pay range.

If the appropriate classification is in a lower rated pay range, the employee will be placed in the lower pay range. The employee shall not suffer a reduction in pay, but if the employee is making more than the last step of the pay for the lower pay range, the employee shall have her rate of pay frozen until the last step of the lower pay range exceeds her current rate of pay.

Or

2. The Employer may either add to duties or take away from duties of the employee in order to properly classify the position.

conjunction with County Council, will also be considered to be a paid holiday.

ARTICLE 34

VACATIONS

34.01 Each bargaining unit employee shall earn and be due vacation in the following manner:

TOTAL SERVICE	ACCUMULATION PER PAY PERIOD	ANNUAL CREDIT
Less than one year	None	None
Completion of one year	None	80 hours
More than one year	3.1 hours	80 hours
More than five years	4.6 hours	120 hours
More than ten years	6.2 hours	160 hours
More than fifteen years	7.7 hours	200 hours

Prior service with the County or any political subdivision of the State of Ohio shall be used in determining service credit for purposes of vacation accumulation. Vacation leave may be carried over each year with no restriction. However, upon separation from County service, the employee will only receive payment for no more than that which was accrued but unused within the three (3) years immediately preceding the last anniversary date.

34.02 Annual vacation leave will be taken at such time as the employee and the supervisor mutually agree upon. All vacation leave must be requested and authorized on a form designated by the appointing authority. The Employer will grant annual vacation requests based on operational need. Vacation requests that are submitted by January 31 each year will be approved based upon operation need, bargaining unit seniority, and vacation accrual balance. Management has the right to cancel pre-approved vacation leave based on operational need however such leaves shall not be cancelled arbitrarily. After January 31st, approval will be based upon a first-come-first-served basis. The Employer will provide an answer within 7 (seven) working days of a request. An Employee, whose request has been initially denied, may resubmit for the same vacation at a time closer to the taking of the vacation if operational circumstances have changed. If after January 31, two (2) employees in the same work unit submit their requests on the same day, the determining factor shall be seniority.

All vacation requests must be prior authorized and submitted as far in advance as possible if hours are available at the time of the request. If hours are not available at the time the vacation is to be taken, the vacation approval will be rescinded.

34.03 Vacations will be granted in increments of not less than one (1) hour and thereafter one-half (1/2) hour increments when requested by the employee unless Management denies the request based upon operational need. If an employee, while on vacation, contracts an illness, injury or experiences a death in the family, which would

have warranted paid leave had the employee been at work, such employee shall, upon showing of proper evidence, be allowed to charge such absence to sick leave rather than to vacation time off.

The amount of an employee's accumulated vacation leave shall be reflected on the employee's biweekly pay stub.

ARTICLE 35

SICK LEAVE

35.01 Employees may use sick leave upon the approval of the Employer for the following reasons:

- A. Illness or injury of the employee or her immediate family.
- B. Medical, dental, or optical examination or treatment of an employee or her immediate family which requires the employee's attendance, which cannot be scheduled outside of normal working hours.
- C. If a member of the immediate family is afflicted with a contagious disease, or when, through exposure to a contagious disease, the presence of the employee at her job will jeopardize the health of others.
- D. Pregnancy and/or childbirth and other conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during the postnatal period.

35.02 All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours in active pay status, excluding overtime. Accumulation of sick leave shall be unlimited.

35.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore at least one-half (1/2) hour before the start of her work shift each day she is to be absent.

35.04 Sick leave shall be charged in one (1) hour increments and thereafter one-half (1/2) hour increments.

35.05 Before an absence may be charged against accumulated sick leave, the Employer may require proof of illness, injury or death, or may require the employee to be examined by a physician designated and paid for by the Employer. In any event, an employee absent for three (3) or more days shall supply a physician's statement to be eligible for paid sick leave.

35.06 If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of

medical examination, the Employer finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Employer's discretion, be considered an unauthorized leave and shall be without pay.

35.07 Any abuse of sick leave shall be just and sufficient cause for disciplinary action. The following are potential examples of sick abuse; however, this is not an exhaustive list: Failure to notify a supervisor of absences, failure to follow proper leave procedures, failure to provide physician's verification when requested or where required, any presentation of or reference to fraudulent documentation to secure time off, absences that create a pattern, maintaining low sick leave balances due to excessive/frequent sick leave usage (not including Family Medical Leave Act leave);

35.08 The Employer may require an employee who has been absent due to personal illness or injury, prior to and as a condition of her return to duty, to be examined by a physician designated and paid for by the Employer, to establish that he is not disabled from the performance of her duties and her return to duty will not jeopardize the health and safety of other employees.

35.09 For sick leave purposes due to illness or injury of the immediate family, immediate family shall be defined as follows: spouse, children, parents or one who stands in loco parentis.

35.10 Personal Leave: Each contract year employees may elect to use up to three (3) days of sick leave as personal leave to cover any short term absence of a personal nature. The time off must be scheduled and approved by the immediate supervisor and must be taken in one (1) hour increments and thereafter one-half (1/2) hour increments. Unused personal leave will revert back to sick leave at the end of each contract year.

35.11 The Employer may require an employee to take an examination, conducted by licensed physician or psychologist selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on disability leave. The cost of the examination shall be paid by the Employer.

35.12 Employees may be granted five (5) days of sick leave as funeral leave for members of the immediate family as follows: mother, father, spouse, sister, brother, child, stepchild, legal guardian, or other person who stands in the place of a parent (in loco parentis), mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchildren, grandparents, spouse's grandparents.

Funeral leave days must be consecutive work days and include the day of the funeral.

35.13 After ten (10) years of service and upon retirement, an employee may convert one-half (1/2) of the accumulated but unused sick leave to cash, not to exceed payment of ninety (90) days or seven hundred twenty (720) hours.

35.14 Family Medical Leave - Employees are subject to the County of Summit Family Medical Leave Policy.

ARTICLE 36

LEAVES WITH PAY

36.01 Employees may be granted the following types of paid leave:

A. Court Leave. The Employer shall grant full pay where an employee is summoned and appears for any jury duty or is subpoenaed and appears as a witness by any court or other adjudicatory body as listed in this Article. All compensation for such duty shall be reimbursed to the Employer for disbursement to the County Treasurer, unless such duty is performed totally outside normal working hours.

An employee released from jury or witness duty prior to the end of her scheduled work day shall report to work for the remainder of the day.

Employees shall honor any subpoena issued to them, including those from Worker's Compensation, Unemployment Compensation, State Employment Relations Board hearings, and the State Personnel Board of Review. It is not proper to pay employees when appearing in court for criminal or civil cases when the case is being heard in connection with the employee's personal matters. These absences will be leave without pay or vacation at the employee's option.

An employee shall request prior approval for court leave in order for such leave to be granted.

B. Military Leave. Employees who are members of the Ohio National Guard, Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to military leave of absence from their duties without loss of pay for such time as they are in the military service or field training or active duty for periods not to exceed one hundred seventy-six (176) working hours in one (1) calendar year. Employees are required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. Military leave in excess of one hundred seventy-six (176) working hours in one (1) calendar year shall be leave without pay or vacation at the employee's option. Additional requests for time shall not be denied for arbitrary or capricious reasons. Employees who are members of those military components listed above shall be granted emergency leave when the employee is so ordered by the Governor of the State of Ohio to assist civil authorities. Such leave will be without pay if it exceeds authorized military leave for the calendar year. The leave will cover the official period of the emergency.

ARTICLE 37

LEAVE WITHOUT PAY

37.01 Employees who have completed their probationary period may be granted a

personal leave of absence without pay for good cause shown, for a period not to exceed six (6) months. The granting of such leave will be based upon the operational needs of the Employer **and at the discretion of the County Executive**. Application for such leave shall be made in writing at least two (2) weeks prior to the beginning of said leave whenever possible. Personal leave granted must be approved in accordance with agency policies and procedures. Fringe benefits shall not continue during a personal leave. Said notification requirement may be waived upon approval from the **County Executive**.

37.02 If an employee becomes unable to perform the essential functions of her position due to disabling injury, illness, or condition, including pregnancy, she may be given a medical leave of absence, upon presentation of **sufficient** medical documentation, which shall not exceed six (6) months. The employee, at her option, may utilize any or all accrued sick leave and vacation leave prior to requesting an unpaid leave. Fringe benefits shall not continue during a personal leave.

If the employee is unable to return to active work status within the six (6) month period due to the same disabling illness, injury, or condition, the employee will be given a disability separation.

If a medical examination is requested by the Employer, the Employer shall bear the cost of the examination.

ARTICLE 38 **WAIVER IN CASE OF EMERGENCY**

38.01 In case of circumstances beyond the control of the Employer such as an Act of God, riot, flood, fire, weather emergencies, power outage, civil disorder and other similar acts, but excluding strikes and other similar work stoppage acts on the part of the employees, any affected provision of this Agreement where the situations required, and including the following, shall be automatically suspended without recourse from the Union, upon declaration of said emergency by the Employer or his designated representative, or the Governor of the State of Ohio:

- A. Time limits for replies on grievances;
- B. Limitations on distribution of work assignments;
- C. Limitations on distribution of overtime;
- D. In addition and notwithstanding other Articles of this Agreement, the Employer or his designated representative reserve the right, during any such emergency, to assign employees to work without regard to their employment classifications.

38.02 **Weather Emergency Pay**

In the event the County Executive declares that any Summit County office, agency or building be officially closed at which any bargaining unit employees are employed, the bargaining unit employee that is required to stay and work beyond the time of the building closure will receive compensation for the remaining hours of work within their

Custodial Crew Leader	8	\$13.32	\$13.32	-
Computer Operator II	9	\$13.99	\$13.99	-
Employment Services Representative	9	\$13.99	\$13.99	-
Income Maintenance Worker I	9	\$13.99	\$13.99	-
Public Inquiries Assistant I	9	\$13.99	\$13.99	-
Social Service Worker I	9	\$13.99	\$13.99	-
Word Processing Specialist	9	\$13.99	\$13.99	-
Accounting Specialist	10	\$14.68	\$14.68	-
Employment Services Counselor	10	\$14.68	\$14.68	-
Income Maintenance Worker II	10	\$14.68	\$14.68	-
Public Inquiries Assistant II	10	\$14.68	\$14.68	-
Social Service Worker II	10	\$14.68	\$14.68	-
Income Maintenance Worker III	11	\$15.42	\$15.42	-
Social Service Worker III	11	\$15.42	\$15.42	-
Contract Negotiator/ Evaluator	12	\$16.19	\$16.19	-
Investigator I	12	\$16.19	\$16.19	-
Case Management Specialist I	13	\$16.99	\$16.99	-
Child Care Specialist	13	\$16.99	\$16.99	-
Investigator II	13	\$16.99	\$16.99	-
Maintenance Repair Worker	13	\$16.99	\$16.99	-
Adult Protective Social Worker	14	\$17.84	\$17.84	-
Case Management Specialist II	14	\$17.84	\$17.84	-
Hearing Officer	15	\$18.74	\$18.74	-
Income Maintenance Case Control Reviewer	15	\$18.74	\$18.74	-

39.02 The Employer may hire new employees at a pay rate higher than the start rate of pay for recruiting purposes. However, if the Employer hires a new employee at an advanced rate, then any other existing employee working in that same job classification who is being paid less than the new employee, shall be advanced to the new employee's rate. The exception to language is that, in the event the Employer hires a Case Management Specialist and that individual is Ohio trained in their position, they may be brought at an advanced rate without affecting the same classification employees as set forth herein.

ARTICLE 40 HOSPITALIZATION AND LIFE INSURANCE BENEFITS

40.01 The Executive shall provide all employees covered by this agreement, who qualify for benefits and are on active pay status, hospitalization, surgical, medical, and prescription drug benefits. Optional plans may be offered, however Employees will be required to pay the cost of the premium contributions of those plans.

40.02 All employees who receive benefits will pay ten (10%) percent of the premium costs through payroll deductions unless they choose an Employer offered optional plan.

40.03 The Employer agrees to contribute to the Ohio AFSCME Care Plan, for the purpose of providing various benefits to eligible bargaining unit employees in accordance with the Rules and Regulations of the Fund and all applicable federal and state laws. Contributions shall be made monthly at the rate of forty-five dollars and seventy-five cents (\$45.75) per month for each bargaining unit employee. For purposes of itemization only, the \$45.75 currently reflects the cost of Life Insurance I (\$7.50), Legal (\$5.00), Vision I (\$6.75), Hearing Aid Benefit (\$.50), and Dental II (\$26.00).

This itemization is for informational purposes only. The Employer only agrees to the contribution amount and not the allocation of this cost.

40.04 The Employer agrees to provide each eligible employee with term life insurance in the amount of fifteen thousand (\$15,000.00) dollars.

**ARTICLE 41 EMPLOYEE ASSISTANCE PROGRAM AND
SUBSTANCE ABUSE**

41.01 The Employer shall provide an Employee Assistance Program (EAP) according to Executive policy.

41.02 Employees are subject to the County of Summit Substance Abuse Prevention Policies and Procedures.

ARTICLE 42 PARKING

42.01 The Employer agrees to make available adequate, maintained, off-street parking for employees, if possible.

42.02 Parking assignments for bargaining unit employees will be offered on the basis of Agency seniority, if they become available, in whatever parking lots are assigned to the SCJFS, except for Lot 7.

42.03 The Employer agrees to provide parking for handicapped employees in an area that will place the employee as close to their specific work area as possible. To be eligible for handicapped parking, the employees must possess a valid Bureau of Motor Vehicles (BMV) handicap certification.

42.04 All employees who park in a lot made available by the Employer shall be required to pay fifteen (\$15.00) dollars per month.

ARTICLE 43 **MILEAGE**

43.01 Employees are subject to the County policy and procedures regarding mileage (for informational purposes the current rate is 55 cents, however the employee is subject to any changes in this rate in accordance with the County policy).

ARTICLE 44 **UNIFORMS**

44.01 The Employer will provide uniforms for the Maintenance Department as well as the Mail Room, Inventory Control Specialist, and the Print Shop.

44.02 Each calendar year the Employer shall provide one (1) pair of good quality, steel-toed safety shoes to each employee in the Maintenance Department and the Delivery Driver. The cost of such shoes shall not exceed one hundred, twenty-five dollars (\$125) per pair.

44.03 Employer-provided uniforms must be worn while on duty and must be properly maintained by the affected employees.

ARTICLE 45 **CAREER AND EDUCATIONAL OPPORTUNITIES**

45.01 The Employer and the Union recognize the value of enabling employees to further their professional career growth through education. All employees shall have the opportunity to apply for training and/or educational opportunities to allow for such career growth. All employees shall be treated fairly and equitably.

ARTICLE 46 **P.E.O.P.L.E. DEDUCTIONS**

46.01 The Employer agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Comptroller of AFSCME Ohio Council 8 pursuant to an authorization card no later than the tenth (10th) day following deductions. The Union shall be furnished an alphabetical listing of employees having political deductions made at the time the

contributions are submitted to the Union.

ARTICLE 47 **ENTIRE AGREEMENT**

47.01 The provisions of this agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, either oral or written, are hereby superseded. The express provisions of this agreement may be changed only by the written, signed, mutual agreement of the parties.

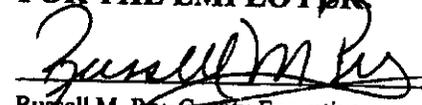
ARTICLE 48 **DURATION**

48.01 This collective bargaining agreement shall remain in full force and effect from January 1, 2012 to December 31, 2014. Either party may terminate or serve notice as desired to modify or amend by written notice by certified mail at least one hundred twenty (120) calendar days prior to the end of such expiration date. In the event notice to terminate is given by either party, negotiations will begin not later than one hundred (100) calendar days prior to the termination of this agreement.

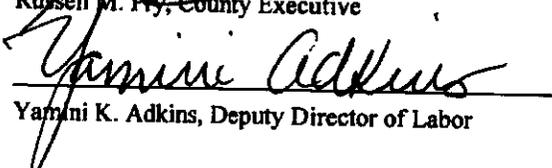
ARTICLE 49 **EXECUTION**

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this agreement the ____ day of _____, 2011.

FOR THE EMPLOYER:



Russell M. Pfy, County Executive

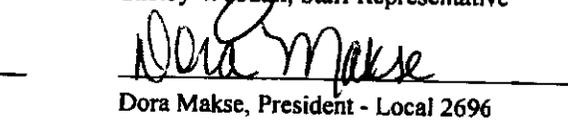


Yamini K. Adkins, Deputy Director of Labor

FOR THE UNION:

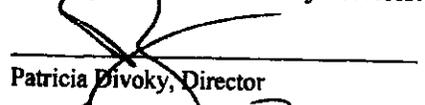


Shelby Woodall, Staff Representative

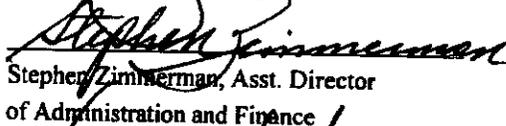


Dora Makse, President - Local 2696

For Dept. of Job and Family Services:



Patricia Divoky, Director



Stephen Zimmerman, Asst. Director
of Administration and Finance



Frances Ladd, Assistant Director of Programs

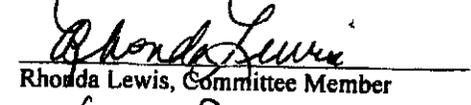
Bargaining Unit Committee Members:



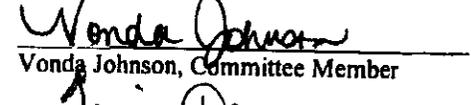
Gail Bell, Committee Member



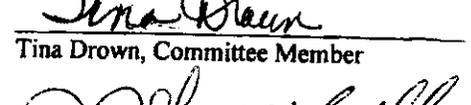
Sylvia Steurer, Committee Member



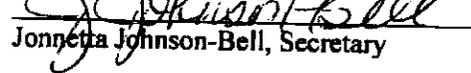
Rhonda Lewis, Committee Member



Vonda Johnson, Committee Member



Tina Drown, Committee Member

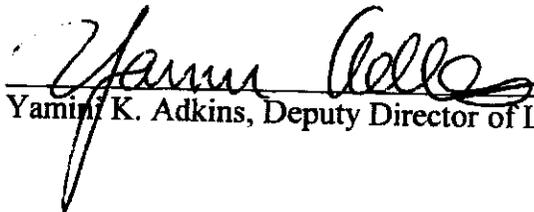


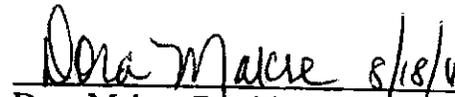
Jonnetta Johnson-Bell, Secretary

Appendix A

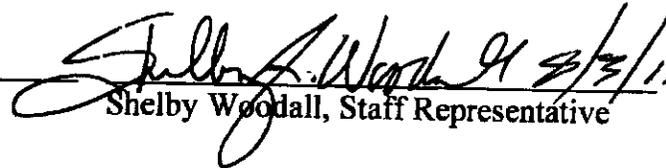
Memorandum of Understanding

The parties agree to meet at a mutually agreed upon time within six (6) months from signing of this agreement to discuss opportunities for employees to participate in pilot programs. This Memorandum will expire at the end of this Collective Bargaining Agreement.


Yamin K. Adkins, Deputy Director of Labor

 8/18/11
Dora Makse, President - Local 2696

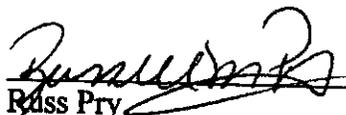
Stephen Zimmerman, Asst. Director

 8/3/11
Shelby Woodall, Staff Representative

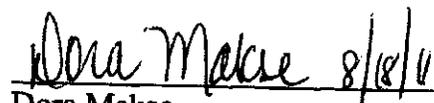
Appendix B

Memorandum of Agreement

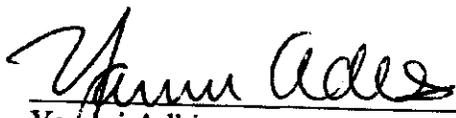
The parties agree to extend the current contract from **June 1, 2011 to December 31, 2011** with the modifications made herein.



Russ Pry
County Executive



Dora Makse
President, Local 2696



Yanni Adkins
Labor Relations
Date



Shelby Woodall
Staff Rep., Ohio Council 8
Date

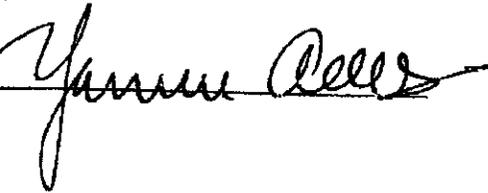
Memorandum of Understanding

Now comes the County of Summit and Summit County Department of Jobs and Family Services (Employer) and Local 2696, and Ohio Council 8 ("Union") and agree to amend and adjust **Article 39 Wages** of the current Collective Bargaining Agreement by application of a third year wage increase of 1.5% (One and one half percent) to each employee's current rate of pay effective from January 1, 2014 (see attached Article 39 including wage increase to each classification).

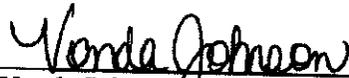
The Agreement is signed on January 8 2014.

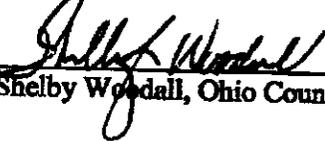
Summit County Executive:





For the Union:


Vonda Johnson, Local 2696
President


Shelby Woodall, Ohio Council 8

Employer Proposal for Wage Reopener for Local 2696 for January 1, 2014:

T/A
UCA 12/1/13

The Employer, Summit County, proposes to retain the current language, except for the following additions, deletions, and/or modifications:

PWD

Effective January 1, 201¹⁴, all employees shall receive the following wage increase to each employee's current rate of pay:

January 1, 2014 1.5%

Sail Reef

12/4/13 Shelly Wood

Catalin Baker

Vonda Johnson

Sylvia Hunter

Dean Blain

Muelich Lohr

ARTICLE 39
WAGES

<u>Classification</u>		<u>January 1, 2014</u> Start Rate 1.50%
Cashier	3	\$10.58
Telephone Operator	6	\$12.27
Mail Clerk / Messenger	6	\$12.27
Custodial Worker	6	\$12.27
Clerk II	6	\$12.27
Delivery Driver	6	\$12.27
Clerical Specialist	7	\$12.87
Clerical Technician	8	\$13.52
Computer Operator I	8	\$13.52
Inventory Control Specialist	8	\$13.52
Print Machine Operator	8	\$13.52
Secretary I	8	\$13.52
Laborer	8	\$13.52
Custodial Crew Leader	8	\$13.52
Computer Operator II	9	\$14.20
Employment Services Representative	9	\$14.20
Income Maintenance Worker I	9	\$14.20
Public Inquires Assistant I	9	\$14.20
Social Service Worker I	9	\$14.20
Word Processing Specialist	9	\$14.20
Accounting Specialist	10	\$14.90
Employment Services Counselor	10	\$14.90
Income Maintenance Worker II	10	\$14.90
Public Inquires Assistant II	10	\$14.90
Social Service Worker II	10	\$14.90
Income Maintenance Worker III	11	\$15.65
Social Service Worker III	11	\$15.65
Contract Negotiator/Evaluator	12	\$16.43
Investigator I	12	\$16.43
Case Management Specialist I	13	\$17.24
Child Care Specialist	13	\$17.24
Investigator II	13	\$17.24
Maintenance Repair Worker	13	\$17.24
Adult Protective Social Worker	14	\$18.11
Case Management Specialist II	14	\$18.11
Hearing Officer	15	\$19.02
Income Maint. Case Control Reviewer	15	\$19.02

1 RESOLUTION NO. 2014-002 First Reading Passage Requested
2 (J. Dodson)
3 SPONSOR Mr. Pry
4
5 DATE January 6, 2014 COMMITTEE Personnel
6

7 A Resolution authorizing the County Executive to execute an amendment to the collective
8 bargaining agreement between Local 2696 and Ohio Council 8 of the American Federation
9 of State, County and Municipal Employees, AFL-CIO, and the County Executive
10 authorizing a one and one-half percent (1.5%) salary increase for the third year of the
11 agreement, for the period 1/1/14 through 12/31/14, for the Executive's Department of
12 Human Resources, and declaring an emergency.
13

14 WHEREAS, pursuant to Resolution No. 2011-161, this Council authorized the County
15 Executive to execute a collective bargaining agreement between Local 2696 and Ohio Council 8
16 of the American Federation of State, County and Municipal Employees, AFL-CIO
17 ("AFSCME"), and the County Executive, for the period 1/1/14 through 12/31/14; and
18

19 WHEREAS, the aforementioned collective bargaining agreement provides for a wage
20 reopener in the third year of the agreement, for the period 1/1/14 through 12/31/14; and
21

22 WHEREAS, the County Executive has negotiated a pay increase of one and one-half
23 percent (1.5%) for the third year of the aforementioned collective bargaining agreement,
24 consistent with the pattern established in other collective bargaining agreements within the last
25 year; and
26

27 WHEREAS, this Council finds and determines, after reviewing all pertinent information,
28 that it is necessary and in the best interest of the County of Summit to authorize the Executive to
29 execute the aforementioned amendment to the collective bargaining agreement;
30

31 NOW, THEREFORE, BE IT RESOLVED by the Council of the County of Summit, State
32 of Ohio, that:
33

34 SECTION 1
35

36 The County Executive is hereby authorized to execute an amendment to the collective
37 bargaining agreement between Local 2696 and Ohio Council 8 of the American Federation of
38 State, County and Municipal Employees, AFL-CIO ("AFSCME"), and the County Executive,
39 authorizing a one and one-half percent (1.5%) pay increase for the third year of the agreement,
40 for the period 1/1/14 through 12/31/14.
41

42 SECTION 2
43

44 This Resolution is hereby declared an emergency in the interest of the health, safety and
45 welfare of the citizens of the County of Summit and for the further purpose of authorizing a
46 timely necessary amendment to the collective bargaining agreement between Local 2696 and
47 Ohio Council 8 of AFSCME and the County Executive.
48

1 RESOLUTION NO. 2014-002

2 PAGE TWO

3
4 SECTION 3

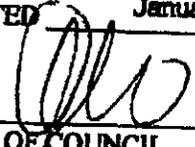
5
6 Provided this Resolution receives the affirmative vote of eight members, it shall take
7 effect immediately upon its adoption and approval by the Executive; otherwise, it shall take
8 effect and be in force at the earliest time provided by law.

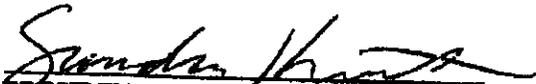
9
10 SECTION 4

11
12 It is found and determined that all formal actions of this Council concerning and relating
13 to the adoption of this Resolution were adopted in an open meeting of this Council, and that all
14 deliberations of this Council and of any of its committees that resulted in such formal action,
15 were in meetings open to the public, in compliance with all legal requirements, including Section
16 121.22 of the Ohio Revised Code.

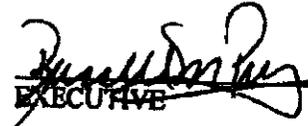
17
18
19 INTRODUCED January 6, 2014

20
21 ADOPTED January 6, 2014

22
23 
24 _____
25 CLERK OF COUNCIL


PRESIDENT OF COUNCIL

26
27 APPROVED January 7, 2014

28
29 
30 _____
31 EXECUTIVE

32
33 ENACTED EFFECTIVE January 7, 2014

Voice Vote: 10-0 YES: Commale, Crawford, Feeman, Kostandaras,
Kurt, Lee, Prentice, Rodgers, Roemer, Schmidt
ABSENT: Shapiro



COUNTY OF SUMMIT, OHIO

Russell M. Pry, Executive

175 S. Main Street • Akron, Ohio 44308-1308 • 330.643.2510 • fax: 330.643.2507 • www.co.summit.oh.us

January 15, 2013

Ohio State Employment Relations Board
Research and Training Section
65 East State Street, 12th Floor
Columbus, OH 43215

2014 JAN 17 PM 2:35

STATE EMPLOYMENT
RELATIONS BOARD

RE: 2014 Public Employer Annual Information Report
AFSCME Ohio Council 8, Local 2696 (Job and Family Services)

Please find attached the Collective Bargaining Agreement for the Summit County Department of Jobs and Family Service's office, Ohio Council 8 and Local 2696, AFSCME AFL-CIO for 1/1/12 through 12/31/14. All information in the current Collective Bargaining Agreement reflects all current information for the County of Summit including a wage increase of 1.5% for bargaining unit members effective January 1, 2014.

Also, please see the changes made on the 2014 Public Employer Annual Information Report..

If you have any questions or comments, please contact me at 330-643-8544 or cclupper@summitoh.net

Thank you for your time and attention to this manner.

Warmest Regards,

Chip Clupper
Human Resources Analyst
County of Summit
Department of Human Resources

