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AGREEMENT BETWEEN

**THE SANDUSKY COUNTY BOARD
OF COMMISSIONERS
AND THE SANDUSKY COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES**

AND

**LOCAL 3466, OHIO COUNCIL 8,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

CASE NO. 2011-MED-08-1062

January 1, 2012 until December 31, 2014

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PREAMBLE/PURPOSE

This Agreement, entered into by the Sandusky County Board of Commissioners and the Sandusky County Department of Job and Family Services, hereinafter referred to as the "Employer," and Ohio Council 8, Local 3466, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" has as its purpose the following:

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

ARTICLE I RECOGNITION

Section 1.1. The Employer recognizes the Union as the sole and exclusive representative for all employees in the bargaining unit as set forth in the certification issued by the Ohio State Employment Relations Board in Case No. 87-REP-4-0104 on June 11, 1987, as amended in Case No. 96-REP-07-0129 on September 26, 1996, or as subsequently amended. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those employees employed by the Employer in the following classifications: Account Clerk 1 and 2; Cashier 2; Clerical Specialist 1; Clerk 1; Data Entry Operator 2; Eligibility Worker 1, 2, and 3; Eligibility Worker 4/Q.C.; Income Maintenance Aides; Investigator 1, 2, and 3; Legal Secretary; Social Services Aide; Social Services Worker 1, 2, 3, and 4; Statistics Clerk; Typist 2; Workforce Development Specialist.

Section 1.2. All seasonal or casual employees, all management level employees, supervisory employees, confidential employees, professional employees, and all other employees specifically excluded by the Ohio Collective Bargaining Act, and all of the following classifications shall be excluded from the bargaining unit: Administrative Assistant; Administrative Assistant Supervisor; Assistant Director; Attorney; Attorney Supervisor 2; Case Management/Investigator Supervisor 1 and 2; Clerical Supervisor; Director; Eligibility and Referral Supervisor 1 and 2; Fiscal Officer; Fiscal Specialist; Fiscal Supervisor; Hearing Officer; Human Resources Officer I and II; MIS Specialist 2; Police Officer; Program Administrator; Social Service Supervisor 1 and 2; Training Officer 1.

Section 1.3. If a new position is created within the Department, the Employer shall determine whether the new position will be included in or excluded from the bargaining unit and shall so advise the Union in writing within five (5) calendar days. If the Union disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the Union's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union subject to the rules and regulations of the State Employment Relations Board provided that if it involves a new classification or change in classification, the parties agree to jointly petition SERB first to amend/clarify the unit, and will include the position upon SERB's approval. If the parties do not agree, the position shall be subject to petition before the State

Employment Relations Board pursuant to Chapter 4117 of the Ohio Revised Code and the SERB rules and regulations.

ARTICLE 2 **DUES DEDUCTION**

Section 2.1. The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit upon the successful completion of six (6) months of continuous service with the Employer.

Section 2.2. The Employer agrees to deduct regular Union membership dues from each regular pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 2.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article.

Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 2.4. The Employer shall be relieved from making such individual dues deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; or (5) resignation by the employee from the Union.

Section 2.5. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues. Authorization for dues deductions shall be revocable upon written notice to the Employer and the Union from the employee in accordance with the terms of the signed dues authorization card.

Section 2.6. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) calendar days after the date such an error is claimed to have occurred. If it is found an error was made, the Employer will request the County Auditor to correct it by the next pay period by deducting the proper amount.

Section 2.7. The rate at which dues are to be deducted shall be certified to the County Auditor by the treasurer of the Union during January of each year. One (1) month advance notice must be given the County Auditor prior to making any changes in an individual's dues deductions.

Section 2.8. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

All dues deductions, at the Employer's option, upon written notice by certified mail to the Union, may be cancelled upon the termination of this Agreement. All dues deductions for any month in which Union members engage in a work slowdown, strike, walkout, or in any concerted effort to interfere with public service may be cancelled at the Employer's option upon notice to the Union.

Section 2.9. The total amount of dues deduction will be forwarded monthly to Ohio Council 8, American Federation of State, County and Municipal Employees by the County Auditor.

ARTICLE 3 **UNION REPRESENTATION**

Section 3.1. A representative of the Union shall be admitted to the Employer's facilities for the purpose of attending scheduled meetings as authorized in this Agreement, provided the representative notifies the Employer of the intention to attend such scheduled meetings or hearings, no later than twenty-four (24) hours prior to the scheduled meeting. The Union representative shall provide identification to the Employer, or the Employer's designated representative, upon arrival.

Section 3.2. The Union shall during January of each year submit in writing the names of employees who will act as employee representatives for processing grievances as outlined in the Grievance Procedure. The Employer will recognize a reasonable number of employees who have completed an original probationary period for this purpose.

The Union shall provide to the Employer an official roster of its officers which is to be kept current at all times and shall include the Union office held. No employee shall be recognized by the Employer as an employee representative until the Union has presented the Employer with written certification of that person's selection.

Section 3.3. The investigation and writing of grievances shall be on non-work time. The authorized representative shall be permitted time to deliver grievances to the next step of the grievance process without loss of pay.

Grievance hearings will be scheduled by mutual agreement of both parties. If grievance hearings are scheduled during an employee's regular work hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 3.4. Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt or disrupt the normal work duties of employees.

The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.

- B. The Union shall not conduct Union activities in any work areas during working hours without prior authorization of the supervisor in charge of that area.
- C. If the Union activity is occurring during work hours, the Union employee official shall cease Union activities immediately upon the request of the supervisor of the area where the Union activity is being conducted or upon the request of the employee's immediate supervisor.
- D. An employee continuing to abuse the rules of this Section is subject to disciplinary action. Such matters shall be a proper subject for the labor relations meetings.

Section 3.5. The Employer shall allow the Union a total of fifteen (15) minutes to orient new employees to the Collective Bargaining Agreement on the employee's first day of employment, or as soon as practicable thereafter. Such time shall be during work hours.

Section 3.6. The Employer shall provide the Union quarterly a listing of personnel changes that occur within the bargaining unit.

ARTICLE 4 GENDER/NONDISCRIMINATION

Section 4.1. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 4.2. The Employer and the Union agree not to unlawfully discriminate against any bargaining unit employee with respect to compensation, terms or conditions of employment because of such individual's race, color, religion, sex, age, national origin, disability/handicap, ancestry, genetic information, or military status of any person.

ARTICLE 5 MANAGEMENT RIGHTS

Section 5.1. The Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as:

- A. To determine the functions and programs of the Employer;
- B. To determine the standards of services to be delivered;
- C. To determine the overall budget; and uses thereof;
- D. To determine how technology may be utilized to improve the Employer's operations;
- E. To determine the Employer's organization structure;

- F. To determine the Department's goals, objectives, programs and services, and to utilize both internal and external personnel in a manner designed to effectively meet these purposes;
- G. To direct, supervise, evaluate or hire employees;
- H. To maintain and improve the efficiency and effectiveness of the Employer's operation;
- I. To determine the overall methods, process, means or personnel by which the Employer's operation are to be conducted;
- J. To suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees;
- K. To maintain the security of records and other important information;
- L. To determine the size, duties, qualifications and adequacy of the work force;
- M. To determine the overall mission of the Department as a unit of government;
- N. To effectively manage the work force;
- O. To promulgate and enforce work rules;
- P. To take actions necessary to carry out the mission of the Employer as a governmental unit;
- Q. To determine the hours of work and work schedules required to most efficiently operate; to schedule overtime and the amount required thereof; and
- R. To determine and implement necessary actions in emergency situations.

Section 5.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the exclusive function of the Employer. This Article shall not prevail over explicit provisions of this Agreement.

ARTICLE 6

NO STRIKE/NO LOCKOUT

Section 6.1. The Union agrees to the essential nature of services provided by its members and inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Sandusky County. Therefore:

The Union agrees that neither it, its officers, agents, staff representatives or members will authorize, instigate, cause, sanction, finance, aid, condone or participate in any strike, sympathy

strike, work stoppage, walkout, slowdown, sick-call or any other interruption of operations or services of the Employer, by its members or other employees of the Employer during the term of this Agreement. When the Employer notifies the Union that any of its members are engaged in any such unlawful strike activity, as outlined herein, the Union shall promptly act to prevent or stop such acts and shall immediately, conspicuously post notice at the Agency over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Any employee who participates or promotes such strike activities as previously outlined, may be disciplined up to and including discharge. Disciplinary action taken in accordance with the provisions of this Article shall not be subject to the Grievance Procedure. Any violations of Section 6.1 of this Article shall result in a revocation of group insurance for the employee in violation for the period of time of the violation.

Section 6.2. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit employees during the term of this Agreement, unless those employees shall have violated Section 6.1 above.

Section 6.3. Nothing in this Article shall be construed to limit or abridge either party's right to seek other available remedies provided by law to deal with any unauthorized or unlawful activities as provided in this Article.

ARTICLE 7

APPLICATION OF THE OHIO CIVIL SERVICE LAW

Section 7.1. The Employer and the Union agree that for purposes of this Agreement, the provisions of the Revised Code pertaining to personnel and payroll reporting requirements to the Ohio Department of Administration Services do not apply to bargaining unit employees.

Section 7.2. Except as expressly otherwise provided for in this Agreement, Sections 124.01 through 124.56 of the Civil Service Laws contained in the Ohio Revised Code do not apply to employees in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit. All provisions listed in the Table of Contents of this Agreement are intended to supersede and/or prevail over conflicting and/or additional subjects found in O.R.C. Section 124.01 through 124.56, Sections 325.19, 9.44 and 4111.03.

Section 7.3. Any employee who has successfully completed the initial probationary period shall be considered a certified permanent employee for all purposes, including eligibility for other positions.

It is understood that an employee who goes from one position in the bargaining unit to another position in the bargaining unit will be automatically certified.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 8.1. The term "grievance" shall mean an allegation by a non-probationary bargaining unit employee that there has been a breach, misinterpretation or improper application of an express and specific term or provision of this Agreement. The grievance procedure may not be used to effect changes in the terms of this Agreement.

Therefore, any grievance which would change the terms of this Agreement, or the remedy to which would be a violation of state or federal law or constitutions, shall not be considered a grievance and is not subject to the grievance procedure.

Section 8.2. All grievances must be processed at the proper step in order to be considered at the next step.

An employee or the Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon the Employer's last answer.

Any grievance not answered by the Employer within the stipulated time limits may be advanced by the employee or the Union to the next step in the grievance procedure. All time limits provided for in this Article may be extended by mutual agreement between the Employer and the Union, which agreement shall be in writing.

Section 8.3. It is the mutual desire of the Employer and the Union to provide for prompt resolution of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: In order for an alleged grievance to receive consideration under this procedure the grievant, with the appropriate Union Steward, if the former desires, must identify the alleged grievance in writing to the employee's immediate supervisor within five (5) workdays after the employee knows or should have known the facts giving rise to the grievance. In no case will a grievance be considered which is submitted later than thirty (30) calendar days following the date of the facts that gave rise to the grievance. The supervisor shall investigate and provide an appropriate answer within five (5) workdays following the date on which the supervisor was presented the grievance. The written grievance shall be on a form mutually approved by the parties to this Agreement, currently the AFSCME form.

Step 2: If the grievance is not resolved in Step 1, the employee with the appropriate Union Steward, if the former desires, shall identify the grievance in writing, and may within five (5) workdays following the Step 1 reply, refer the grievance to the Director or designee at Step 2 of the grievance procedure. The Director or designee shall have five (5) workdays in which to schedule a meeting, if the

Director deems such necessary, with the grieved employee and the employee's Union representative. The Director or designee shall investigate and respond in writing to the grievance within five (5) workdays following the meeting date or five (5) workdays following receipt of the grievance, whichever is later.

Step 3:

Arbitration: If the grievance is not satisfactorily settled in Step 2, the Union may make a written request that the grievance be submitted to Arbitration. The Union, based upon the facts presented, has the right to decide whether to arbitrate a grievance. A request for arbitration must be submitted by the Union within ten (10) calendar days following the date the grievance was answered in Step 2 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply. Upon receipt of a request for arbitration the Employer or designee and the representative of the Union shall within ten (10) working days following the request for arbitration jointly agree to request a list of nine (9) impartial arbitrators from the Federal Mediation and Conciliation Service. The Request For Panel of arbitrators shall specify FMCS Ohio Arbitrators who are members of the National Academy of Arbitrators. The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. The parties shall select an arbitrator within ten (10) working days from the date the list of nine (9) arbitrators is received. The parties shall use the alternate strike method from the list of nine (9) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. The party to be the first to strike a name from the list shall be determined by a coin toss, then the other party shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. The cost of the initial list shall be split between the parties. Each party shall have the option to once reject the list of names provided by the Federal Mediation and Conciliation Service and request another list before a name has been chosen. The party who rejects a list and requests another panel shall bear the cost of requesting that list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.

The arbitrator shall hold the arbitration hearing promptly. The arbitrator shall limit the decision strictly to the interpretation, application or enforcement of those specific Articles and/or Sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at a determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to the arbitrator or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

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

The decision of the arbitrator shall be final and binding upon the Union, the employees and the Employer. Any cost involved in obtaining the list of arbitrators shall be paid by the Union. All costs directly related to the services of the arbitrator shall be borne by the losing party.

Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript. Any bargaining unit member whose attendance is required for such hearings, shall not lose pay or benefits to the extent such hearing hours are during the employee's normally scheduled working hours.

Section 8.4. The written grievance in Step 2 shall be submitted on the grievance form mutually agreed upon by both parties, be supplied by the Union, and shall contain the following information:

1. Aggrieved employee's name and signature;
2. Aggrieved employee's classification;
3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed;
4. Date grievance was filed in writing;
5. Date and time of the incident giving rise to the grievance;
6. The location where the grievance occurred;
7. A brief statement of facts involved in the grievance;
8. Specific Articles and Sections of the Agreement violated; and

9. Adjustment requested.

Section 8.5. A grievance may be brought by any non-probationary member of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting several employees in the same manner, one (1) employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 8.6. For purposes of this Article, workdays shall be defined as those days upon which the employee was scheduled to perform services for the Employer. In counting workdays at each step of the grievance procedure, the parties agree to count the workdays of the employee when the employee is the moving party and the workdays of the Employer when the Employer is the responding party.

Section 8.7. When an employee covered by this Agreement chooses self-representation in the presentation of a grievance, no resolution of the grievance will be inconsistent with the terms of this Agreement. Prior to the resolution of any such grievance, the appropriate Union grievance representative will be notified of the right to be present at the resolution.

ARTICLE 9 **WORK RULES**

Section 9.1. All new work rules or changes in existing work rules shall be posted ten (10) calendar days prior to implementation. This Section does not limit the right of the Employer to implement any work rules prior to the conclusion of the ten (10) calendar day period. Employees shall receive copies of the new or changed work rule prior to implementation.

Section 9.2. All work rules shall be applied uniformly under similar circumstances within the group or groups of employees to whom such rules are directed. Work rules shall be reasonable and shall not be applied in violation of the express terms of this Agreement.

ARTICLE 10 **CORRECTIVE ACTION**

Section 10.1. No employee shall be reduced in pay, suspended, given a working suspension, or discharged except for just cause.

Section 10.2.

- A. Discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's personnel policy; however, depending on the severity of the misconduct, the Employer may proceed directly to suspension, Final Warning, or termination of employment.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of performance and conduct.

Section 10.3. Whenever the Employer determines that an employee's conduct may warrant a suspension, a working suspension, reduction, discharge or any other action resulting in a loss of pay, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged violation. Written notice of such conference may be mailed or personally delivered to the employee. Such notices shall specify the time, date and place of the conference, and the notice shall also advise the employee of the right to have a representative of the Union present at the conference.

Section 10.4. Verbal warnings shall cease to have force and effect or be considered in future discipline matters twelve (12) months after their effective date, providing there are no intervening disciplinary actions taken during that time period. Written reprimands shall cease to have force and effect or be considered in future discipline matters eighteen (18) months after their effective date, providing there are no intervening disciplinary actions taken during that time period. All other records of disciplinary action, beyond a written reprimand, including Final Warnings, shall cease to have force and effect or be considered in future discipline matters twenty-four (24) months after their effective date, provided there are no intervening disciplinary actions taken during that time period.

Section 10.5. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. Only disciplinary actions involving discharge, suspension, working suspension, or reduction in pay may be subject to the grievance and arbitration provisions contained in Article 8 of this Agreement.

Section 10.6. An employee who receives a written reprimand may appeal by memorandum to the next higher level of supervision for a review of the reprimand. The employee must appeal within ten (10) workdays. An answer to the appeal should be given within ten (10) workdays. No further appeal of written reprimands will extend beyond this appeal.

Section 10.7. It is understood by the parties that newly hired probationary employees may be disciplined or terminated for any reason, and have no appeal through the grievance procedure contained herein or to the State Personnel Board of Review.

Section 10.8. If a non-probationary bargaining unit employee is called to a meeting by the Employer for a discipline-related discussion or investigation, the employee will be permitted to confer with their Union representative for up to ten (10) minutes before the discussion or investigation resumes.

ARTICLE 11 **DRUG/ALCOHOL TESTING**

Section 11.1. Drug/alcohol testing may be conducted on employees based upon reasonable suspicion.

Reasonable suspicion that an employee used or is using a controlled substance or alcohol may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test; and
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

Drug screening tests will only be ordered by the Director or designee. The Director or designee will, when feasible, observe the employee suspected of drug/alcohol use/abuse before ordering the test.

A bargaining unit employee may willingly, even if not ordered to do so, undergo a drug and/or alcohol screening test if involved in an on duty incident or accident involving bodily injury, extensive property damage or death. Testing done under these circumstances will be treated in the same manner as if the employee had been ordered to undergo screening.

Section 11.2. All drug screening tests shall be conducted by medical laboratories certified by the Substance Abuse and Mental Health Services Administration or certified by a SAMHSA recognized certification program. No test shall be considered positive until it has been confirmed by a gas Chromatography/Mass Spectrometry full scan test.

The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article. The split sample method of collection shall be used following prescribed testing procedures.

Section 11.3. Alcohol testing shall be done in a manner consistent with law enforcement techniques whenever possible. The employee shall submit to blood, breath, or urine testing as deemed appropriate by the testing laboratory. A positive result of an alcohol concentration of .02% "any detectable level of alcohol" or above shall entitle the Employer to proceed with sanctions as set forth in this Article.

Section 11.4.

- A. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results

were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline, including termination of employment. Providing a sample determined to be adulterated or tampered with may be grounds for discipline up to and including termination of employment.

- B. The Employer may suspend the employee without loss of pay before the time the confirmatory test results are complete. If the screening test and confirmatory test are positive, the Employer may proceed with sanctions as set forth in this Article.

Section 11.5.

1. If a drug screening test is positive, the employee may, upon written request and at the employee's expense, have the split sample retested by a SAMHSA certified laboratory. This request shall be presented within seventy-two (72) hours upon being notified of a positive result.
2. In the event the split sample test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this Article.
3. In the event that the split sample test contradicts the result of the first test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 11.6. The name of the testing laboratory shall be maintained by the Employer. This laboratory shall conduct any testing directed by the Employer.

Section 11.7. If the testing required above has produced a positive result, the Employer may take disciplinary action and/or require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Normally, disciplinary action for a first offense (positive result) will be held in abeyance pending the employee's completion of the rehabilitation or detoxification program. However, a second positive result of the use of illicit substances, on or off duty, will ordinarily result in termination at the discretion of the Appointing Authority. The improper use of prescription drugs and/or alcohol may result in lesser discipline, depending upon the circumstances and the discretion of the Appointing Authority. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory time, vacation leave, and personal days for a period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee may be returned to their former position. Such employee may be subject to unannounced, periodic retesting upon their return to their position for a period of one (1) year from the date of their return to work. Any employee in a rehabilitation or detoxification program in accordance with this Article will not lose any seniority or benefits, should it be necessary for

the employee to be placed on medical leave of absence without pay for a period not to exceed ninety (90) calendar days.

Section 11.8. If the employee refuses to undergo rehabilitation or detoxification, or if a positive test is obtained within one (1) year after returning to work from such a program, the employee shall be subject to disciplinary action up to and including termination of employment.

Section 11.9. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

The cost of periodic retesting after return to work after rehabilitation will be at the employee's expense.

Section 11.10. Bargaining unit employees who bid for a vacancy, apply for a lateral transfer or a voluntary demotion who are under consideration for the positions of Social Services Aide and Social Services Worker 1, 2, 3, or 4 will be subject to a promotional drug test, and must receive a negative result as part of the consideration of whether the employee meets the qualifications for the position.

ARTICLE 12 **PERSONNEL FILES**

Section 12.1. It is recognized by the parties that the Employer may prescribe regulations for the custody, use and preservation of records, papers and documents pertaining to bargaining unit employees. To the extent that such records, papers or other documents are not legitimately considered confidential, employees shall have access to their individual personnel files for review during normal business hours in the Employer's presence. Any employee wishing to examine their own personnel file shall make a request in advance to the Employer. The Employer shall not be required to pay an employee or to lose that employee's services as a result of this activity. An employee who has a written grievance on file or who has been notified of a disciplinary hearing and who is inspecting their own personnel file with respect to such grievance or hearing, may have a representative present during such inspection.

Section 12.2. Pre-employment information such as reference checks and responses, or information provided to the Employer with the requirement that it remain confidential, shall not be subject to inspection.

Section 12.3. If an employee, upon examining their own personnel file disputes the accuracy in those documents to which the employee has access, the employee may request in writing that the Employer investigate the disputed information.

The Employer shall, after receiving the request from the employee, review the disputed information. The Employer shall notify the employee of the results of the investigation and the action the Employer plans to take with respect to the disputed information. The Employer shall delete any information that is found to be inaccurate. If after such determination, the employee

is not satisfied the employee may write a brief statement of their position on the disputed information, and such statement shall be included in the file.

Section 12.4. Employees will be provided a copy of any non-confidential materials contained in their personnel file upon written request and their agreement to bear the cost of duplication. Employees will be notified when any verbal warning, written warning, reprimand, Final Warning or notice of disciplinary action is placed in their personnel file.

Section 12.5. Written client complaints against a bargaining unit employee may be maintained in the employee's personnel file for a period of time up to eighteen (18) months from the date the complaint was received by the Employer.

ARTICLE 13 **LABOR RELATIONS MEETINGS**

Section 13.1. In the interest of sound labor relations, upon request by one party and at a mutually agreeable date and time, the Employer or designee(s) shall meet with not more than two (2) representatives of the Union plus a Staff Representative to discuss pending problems, exchange information and to promote improved labor relations.

Section 13.2. An agenda will be exchanged by the parties at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting, and the names of those representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit employees;
- C. Discuss grievances when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency; and
- F. Consider and discuss safety matters relating to employees.

Section 13.3. It is further agreed that if special labor relations meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 13.4. Employee/Union representatives attending labor relations meetings shall not suffer loss in their regular pay while attending any meetings provided for under this Article which are held during the employees' regular working hours.

Section 13.5. Labor relations meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 14
JOB DESCRIPTIONS

Section 14.1. The Employer reserves the right to determine the work duties and qualifications requirements of bargaining unit employees.

Section 14.2. The Employer will supply a copy to each bargaining unit employee of a job description that reflects the duties to be performed for the position held or bid on by the employee. Upon request a copy will be supplied to each bargaining unit employee at the employee's evaluation discussion.

ARTICLE 15
BULLETIN BOARD

Section 15.1. The Employer agrees to provide one (1) bulletin board in each facility of the Department for use by the Union.

Section 15.2. All Union notices of any kind posted on the bulletin board shall be signed and dated by a Union representative. Posting will be done by the Union representative on non-work time.

Section 15.3. Union notices related to the following matters may be posted without the necessity of receiving the Employer's prior approval. (A) Union recreational and social affairs; (B) notice of Union meetings; (C) Union appointments; (D) notice of Union elections; (E) results of Union elections; (F) reports of non-political standing committees and independent non-political arms of the Union; and (G) non-political publications, rulings or policies of the Union.

Section 15.4. It is understood that no material may be posted on the Union bulletin board at any time which contain personal, scandalous or derogatory attacks on any other member or any other employee, the Employer or any other governmental units or officials or attacks on and/or favorable comments regarding a candidate for public office.

Section 15.5. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the Union.

Section 15.6. Upon the request of the Employer's designee, the Union shall cause the immediate removal of any material posted in violation of this Article. Matters regarding material authorized for posting or unauthorized for posting may be discussed at the labor relations meetings.

ARTICLE 16
SENIORITY

Section 16.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one (1) year.

Any period during which an employee is on leave with or without pay shall not be counted towards an employee's new hire probationary period.

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

Section 16.2. A newly classified employee will be required to successfully complete a probationary period in that new position. The probationary period for a newly promoted employee (not including Children Services) shall begin on the effective date of the promotion and continue for a period of one hundred eighty (180) calendar days. The probationary period for a lateral transfer or demotion shall continue for a period of ninety (90) calendar days (not including Children Services). The Employer may extend the probationary period for an additional thirty (30) calendar days by giving the employee and the Union written notification. The probationary period for a newly promoted, lateral transfer or demotion in Children Services shall begin on the effective date and continue for one (1) year [with the exception of the Social Service Aide position listed in Section 17.8 which will be one hundred eighty (180) calendar days]. Any period during which an employee is on leave with or without pay for time in excess of one (1) week total during the probationary period shall not be counted towards an employee's probationary period in a new position. A newly promoted or laterally transferred employee who evidences unsatisfactory performance may be returned to their former position any time during the probationary period.

Section 16.3. Part-time employees who work a portion of each normal working day shall have their probationary period determined by the number of calendar days following appointment in the same manner as full-time employees.

Employees who work an irregular schedule or who work less than the normal number of working days per week shall have their probationary period determined by the completion of 1,040 hours of work.

Section 16.4. Seniority shall be computed on the basis of uninterrupted length of continuous service with the Employer in the Department of Job and Family Services.

Section 16.5. A termination of employment lasting less than thirty-one (31) calendar days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 16.6. An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedures for such leave and returns to active service immediately following the expiration of the approved leave. The Employer will take into consideration all of the circumstances involved before it decides whether or not to terminate an employee for failure to return to work on the first day following expiration of a leave of absence.

Section 16.7. Employees laid off shall retain their seniority for a period of twelve (12) months from the date of layoff.

Section 16.8. Seniority shall only be applied as a determining factor in those matters and only to the extent as specifically stated elsewhere in this Agreement.

Section 16.9. "Seniority" shall be lost, continuous service broken, and the employee shall be terminated for the following reasons:

1. resignation or retirement;
2. discharge for just cause;
3. layoff in excess of twelve (12) months;
4. failure to report to work on the first day following the expiration of an approved leave of absence;
5. an employee enters employment for another employer or becomes self employed while on leave of absence;
6. failure to report to work within ten (10) calendar days following recall notice from layoff.

ARTICLE 17 **VACANCY AND PROMOTION**

Section 17.1. The parties agree that all appointments to positions covered by this Agreement, other than the original appointments, shall be filled in accordance with this Article.

Section 17.2. Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the employee's bulletin board for four (4) workdays. During the posting period, bargaining unit employees, not serving an initial new hire probationary period, wishing to apply for the vacant position shall do so by signing and dating a bid form and submitting it to the Employer. In addition, the Employer shall make known to the bargaining unit employees, by memo, the vacant position and deadline for bid. The Employer shall not consider any bids submitted after the posting date or bidders who do not meet the minimum qualifications for the job. If there are no on-time bidders or no bidders who meet the minimum qualifications of the job, the Director may consider late bidders.

Section 17.3. Prior to considering applicants for promotion, the Employer may first consider those bids for a vacancy who are applying for a lateral transfer (different classification in the same pay range). The decision to laterally transfer or grant a voluntary demotion of a bargaining unit employee rests solely with the Employer.

Section 17.4. All timely-filed bids shall be reviewed considering the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary record, seniority, capability to perform the job, and the result of an interview and/or tests. If there are no considerable differences, seniority shall be the determining factor.

Section 17.5. Once the selection has been made, the Employer will notify all applicants of the selection.

Section 17.6. If the Employer determines that testing is required to determine qualifications for a vacancy, the employee shall be tested without loss of pay.

Section 17.7. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis. If the Employer temporarily fills a vacant position, such temporary appointment shall not exceed one hundred and eighty (180) calendar days, except for vacancies created by disability which may be for an indefinite period. Extensions to the one hundred and eighty (180) calendar day period may be with the agreement of the Union. The one hundred and eighty (180) calendar day period shall begin on the effective date of this Agreement for temporary appointments already in existence.

Section 17.8. Employees in the following classifications or an equivalent role in the Department, who maintain acceptable performance evaluations (60 points or higher on the current evaluation instrument) on the most recent annual evaluation and no disciplinary actions for a continuous period of twenty-four (24) months in the applicable classification will be advanced:

From Eligibility Worker 2 to Eligibility Worker 3
From Social Services Aide to Social Service Worker 1
From Investigator 1 (CSEA) to Investigator 2 (CSEA)

The above advancements shall not require posting of the vacancy by the Employer. The employee will be required to perform the duties of this higher classification.

ARTICLE 18 **LAYOFF AND RECALL**

Section 18.1. When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer shall notify the affected employees fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The Employer will notify the Union of the impending layoff prior to notification of affected employees.

Section 18.2. The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their agency seniority and their ability to perform the remaining work available without further training.

Section 18.3. A non-probationary employee receiving notice of a long-term layoff shall have five (5) calendar days following receipt in which to exercise the right to bump any less senior employee in a lateral or lower classification within the same classification series, provided the more senior employee does possess the skill, ability and qualifications to perform the work without further training. Any non-probationary employee who is bumped from their position shall have five (5) calendar days in which to exercise bumping rights in a similar manner. Any

employee who does not have sufficient seniority and/or skill, ability and qualifications to bump another employee within the same classification series, shall be laid off and placed on the appropriate recall list. An employee may only exercise bumping rights once during any long-term layoff affecting their position.

Section 18.4. Employees who have completed an initial new hire probationary period who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training. It is the responsibility of the employee to keep the Employer informed of any change in address or the employee's availability for recall during the above one (1) year period.

Section 18.5. Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 18.6. In the case of a long-term layoff, the recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of their intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

Section 18.7. The parties agree that the layoff and recall provisions of Article 18 specifically supersede the provisions of R.C. 124.321 through 124.328 as they apply to bargaining unit employees.

ARTICLE 19 **HOURS AND OVERTIME**

Section 19.1. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. The Employer shall establish the work schedules and may establish flexible work hours. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 19.2. The standard workweek for all full-time employees covered by the terms of this Agreement shall be forty (40) hours including a one-half (½) hour paid lunch period. The additional one-half (½) hour unpaid portion of the lunch period will be excluded from the forty (40) hour standard workweek. The lunch period will normally be free of interruptions except for emergencies. The workweek shall be computed between 12:01 a.m. on Sunday of each calendar week and at 12:00 midnight the following Saturday.

Section 19.3. When an employee is required by the Employer to work more than forty (40) hours in a calendar week, as defined in Section 19.2 above, the employee shall be paid overtime pay for such time over forty (40) hours at one and one-half (1½) times the employee's regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any

provision of this Article or Agreement. For the purposes of this Section hours used to calculate overtime entitlement will only include actual work hours, holiday leave and vacation leave. All other hours for which the employee is compensated but does not actually work shall not be included in determining the eligibility for overtime.

Section 19.4. In lieu of overtime pay, as provided in Section 19.3 above, an employee may request to take compensatory time at the rate of one and one-half (1½) hours compensatory time off for each hour of overtime worked. Compensatory time shall be granted at the Employer's discretion. Employees may not accumulate more than one hundred and sixty (160) hours of compensatory time and any request for compensatory time that would create more than one hundred sixty (160) hours of compensatory time accumulation will be paid as overtime pay. Compensatory time off will be granted at a time mutually convenient to the employee and the Employer. The employee must receive approval from the Employer prior to taking compensatory time-off, and complete and sign their time sheet to certify that compensatory time off was taken. Compensatory time off will be granted in minimum units of one-quarter (¼) hour.

An employee may elect to be paid in cash for the earned but unused portion of their compensatory time. The cash-in of compensatory time must be requested in writing on the employee's time sheet prior to its submittal. Such cash-in will be limited to one (1) week increments per pay period.

Section 19.5. Each employee shall be granted a fifteen (15) minute rest period with pay which will be scheduled whenever practicable approximately midpoint in the first one-half of the employee's regular work shift and in the second one-half of the shift. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. An employee may take an additional fifteen (15) minute break after ten (10) hours of work.

Section 19.6. Overtime will only be worked when approved by a supervisor in advance.

ARTICLE 20 **SAFETY AND HEALTH**

Section 20.1. It is agreed that safety is a prime concern and responsibility of the Employer, the employees and the Union.

Section 20.2. The Employer agrees to provide safe working conditions for employees in conformance with minimum standards of applicable law. The Employer will attempt to correct unsafe working conditions and see that safety rules and safe working methods are followed by employees.

Section 20.3. The employees and the Union accept the responsibility to maintain work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer. All unsafe working conditions shall be reported by the employee to the next higher authority in charge as soon as any unsafe working conditions are known. If the employee is dissatisfied with the manner of the response, the employee may pursue the unsafe condition to the next higher level of authority.

Section 20.4. The Employer and the Union may consider and discuss safety and health related matters and explore ideas for improving safety, at labor relations meetings.

Section 20.5. An employee disciplined for failure or refusal to abide by the Employer's safety policies, rules and procedures may appeal such discipline under the Grievance Procedure contained herein. This shall be the appropriate procedure for adjusting such disputes. An employee seeking remedy before any other agency shall not be eligible to have that grievance heard before an arbitrator under Step 3 of the Grievance Procedure.

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

ARTICLE 21 **SICK LEAVE**

Section 21.1. Crediting of Sick Leave. Sick leave shall be earned by bargaining unit employees at the rate of .042 for each regular, non-overtime hour of service with the department to a maximum of eighty-eight (88) hours per year. Sick leave credit will not be earned while an employee is on an unpaid leave of absence. Employees shall be permitted to accumulate this leave in an unlimited amount.

Section 21.2. Charging of Sick Leave. Sick leave shall be charged in minimum units of one quarter (¼) hour. An employee shall be charged for sick leave only for days and hours for which they would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or pay period earnings.

Section 21.3. Sick Leave Uses. Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

1. Non-occupational illness or injury of the employee.
2. Serious illness or injury of a member of the employee's immediate family where attention by the employee is reasonably necessary and is verified (immediate family is defined as spouse, child, mother, father, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, legal guardian (in loco parentis), employee's grandparent, grandchild, minor step child residing with the employee at the time of illness). Sick leave for family illness or injury reasons shall not exceed three (3) workdays to enable the employee to secure other arrangements for family care.
3. Pregnancy, childbirth and/or related medical conditions. Sick leave for this purpose may begin when the physician states the employee is unable to perform her job and end when the physician releases the employee as medically able to work. If the employee has used all of her sick leave to which she is entitled, the employee may continue using Family and Medical Leave and/or Leave of Absence without pay per the provisions of this Agreement. Such leave of absence request must be supported by evidence from the employee's physician that the employee is unable to resume her duties.

4. Death of a member of the employee's immediate family (sick leave usage limited to the time actually required to make funeral arrangements and attend the funeral) — immediate family for this purpose is defined as:
 - A. Maximum limit of five (5) work days — spouse, child, mother, father, brother, sister, step child, legal guardian (in-loco parentis).
 - B. Maximum limit of three (3) work days — employee's grandparent, grandchild.
 - C. Maximum limit of two (2) work days — father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, domestic partner.

Employees who experience a death in (B) or (C) above and the funeral is more than five hundred (500) miles from Sandusky County, will be granted one (1) additional day of sick leave usage. Proof of death shall be required when requested by the Employer.

Section 21.4. Evidence Required For Sick Leave Usage. The employee shall be required to furnish a satisfactory written signed statement to justify the use of sick leave. Evidence required by this Section shall be provided on the Request for Leave form. Authorization for any absence and the approval of any pay for sick leave is dependent on the timely submission of all leave forms to the employee's supervisor. A written sick leave request may be denied by the Employer based upon any investigation which discloses facts inconsistent with the proper use of sick leave. The employee may be required to furnish a certificate from a physician to support any absence due to illness or injury if the Employer suspects that the absence or pattern of absences may be unwarranted. A physician's statement stating the nature of the medical condition may be required if the absence is for three (3) consecutive workdays or more.

During prolonged periods of illness or injury, the employee may be required to submit a physician's statement as necessary to justify payment of sick leave. At the conclusion of the prolonged illness or injury, the employee shall submit a physician's certificate stating the nature of the medical condition, the specified dates the employee was under the physician's care and a statement that the employee is physically able to return to work and perform the essential functions of the employee's job. Falsification of either the sick leave request or a physician's certificate or using sick leave for purposes other than which it was granted shall be grounds for disciplinary action up to and including discharge. If an employee is overpaid as a result of denial, such overpayment shall be deducted from the employee's next pay.

Section 21.5. Notification By Employee. When an employee anticipates an absence from work the Employer shall be notified of the expected absence within one (1) hour of the start of the employee's scheduled shift and shall continue doing so for every succeeding day of absence thereafter. If an employee has a prolonged illness or other reason for extended sick leave usage, the employee will notify the employee's immediate supervisor and normally will not be required to notify the Employer on a daily basis.

Section 21.6. Physical Examination. The Employer may require an employee to take an examination, conducted by a licensed physician, designated by the Employer, to determine the

physical or mental capability to perform the essential duties of the employee's position. The cost of such examination shall be paid by the Employer.

Section 21.7. Abuse of Sick Leave. Employees failing to comply with sick leave rules and regulations shall not be paid for the amount of sick time taken. Application for sick leave with intent to defraud shall result in discipline, including dismissal and denial of sick leave payments. Any abuse of sick leave or the patterned use of sick leave may be subject to the Corrective Action provisions of this Agreement.

Section 21.8. Employees who have exhausted all paid leave credits may, at the discretion of the Employer, be granted a leave of absence without pay per the provisions of Article 22.

Section 21.9. Bargaining unit employees hired on or before August 12, 1982, shall, when they retire from active service with the Employer at the time of separation, be paid 100% of the value of their accrued but unused sick leave, at their current rate of pay not to exceed a total payment in excess of two hundred and sixty (260) days of sick leave.

Bargaining unit employees hired or rehired after August 12, 1982 shall, when they retire from active service with the Employer at the time of separation and if they have completed seven (7) years of service with the Employer, be eligible to convert sick leave to cash at their current rate of pay for one-fourth (1/4) of the value of their accrued but unused sick leave. The maximum payment which may be made shall be one-fourth (1/4) of one hundred and twenty (120) days.

An employee who has received such sick leave conversion pay shall be considered to have eliminated all sick leave credit accrued. Such payment shall be made only once to any employee.

An employee may select to receive the sick leave conversion pay in one lump sum or may select to receive such an amount in more than one payment not to exceed four (4) payments per year and not to exceed three (3) years following retirement.

Under the quarterly or semiannual payment plan any balance due a retired employee who dies during this period shall be paid immediately to the employee's estate.

For the purpose of this Section, retirement shall be considered that criteria established for retirement from active service with the Employer at the time of separation under the Public Employees Retirement System.

Employees who die shall be considered to have terminated their employment and their beneficiary is eligible for such payment of sick leave for which the expired employee would otherwise be qualified. Under this policy the date of termination shall be the date of death. Such payment shall be made in accordance with Section 2113.04 of the Ohio Revised Code or paid to the employee's estate.

Section 21.10. Previous Accumulated Sick Leave/Transfer from Public Agencies. The previously accumulated sick leave of an employee who has been separated from employment in the public service shall be credited upon employment by the Employer, provided that such

employment takes place within ten (10) years of the date on which the employee was last terminated from public service. Public service shall mean employment by the State of Ohio, a county, municipality, civil service township, state college or university, or board of education in the State of Ohio. An employee who transfers from a public agency to the Employer shall be credited with the unused balance of their accumulated sick leave up to the maximum of the sick leave accumulation specified in Section 21.1.

Section 21.11. Bargaining unit employees shall earn sick leave bonus pay for each full calendar year worked in which sick leave usage is limited in accordance with the following formula:

<u>Sick Leave Hours Used</u>	<u>Sick Leave Bonus</u>
0-10	\$400.00
more than 10 through 20	\$200.00
more than 20	zero (0)

Sick leave bonus pay shall be paid in January each year based on each employee's sick leave usage during the previous calendar year.

Section 21.12. Leave for male employees may be deducted from sick leave for care of the employee's wife and family during the post-natal period. Such sick leave shall be for a maximum period of five (5) consecutive workdays. Written request for this purpose must be submitted to and approved by the Employer.

ARTICLE 22 **LEAVE OF ABSENCE WITHOUT PAY**

Section 22.1. Non-probationary bargaining unit employees may be granted the following types of unpaid leaves of absence:

- A. **Disability Leave:** A physically or mentally incapacitated employee who has completed the initial new hire probationary period may request a disability leave. A disability leave for a period not to exceed twelve (12) months [four (4) months if the employee has less than five (5) years of continuous service with the Employer] may be granted when the disability continues beyond the employee exhausting all paid leave credits provided the employee furnishes satisfactory medical proof of such disability along with the employee's written request, and is:
1. Hospitalized or institutionalized;
 2. On a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution;
 3. Declared incapacitated for the performance of the duties of the employee's position by a licensed physician designated by the Employer. It is the employee's

responsibility to request a disability leave since such leave is not granted automatically when the employee's paid leave has been exhausted; or

4. A female employee incapacitated due to pregnancy.

When an employee is ready to return to work, the employee shall furnish a statement by a physician releasing the employee as able to return to work and perform the essential duties of the employee's position with or without reasonable accommodation.

- B. Employer Required Disability Leave. The Employer may require an employee to be examined by a licensed physician. An employee found to be physically or mentally unable to perform the substantial duties of their position by such physician shall be placed on disability leave as described by paragraph (A) above.
- C. Leave of Absence. The Employer may grant a leave of absence to an employee for a maximum duration of six (6) months for personal reasons of the employee. Such a leave may not be renewed or extended except for the purposes of education, training or specialized experience which may be of benefit to the Employer. Such education leaves may extend up to two (2) years. Employees in the bargaining unit shall be returned to the same or similar position in the employee's last classification held.
 1. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer will decide in each individual case if a leave of absence is to be granted.
 2. The granting of any leave of absence is subject to approval of the Employer. Except for emergencies, employees will advise the Employer thirty (30) calendar days prior to commencement of the desired leave so that the various departmental functions may proceed properly.
 3. An employee may return to work before the scheduled expiration of the leave of absence as requested by the employee and approved by the Employer. If an employee fails to return to work on the first day following expiration of an approved leave of absence, such employee shall be removed from employment; or
 4. An employee may be requested by the Employer to return to work before the scheduled expiration of the leave of absence.

Section 22.2. In the event an employee is incapable of performing the essential duties of his position with or without reasonable accommodation, the Employer may disability separate the employee. The employee shall be entitled to a disability separation hearing prior to separation and be entitled to Union representation.

ARTICLE 23
FAMILY AND MEDICAL LEAVE

Section 23.1. Eligible bargaining unit employees shall be provided family and medical leave in accordance with the Employer's Family and Medical Leave Act policy currently in effect or as hereafter amended in accordance with applicable law.

Section 23.2. An employee seeking FMLA leave must first use paid sick time (if applicable pursuant to Article 21, Section 21.3), vacation, and personal days before going on unpaid leave.

An employee may elect to reserve twenty (20) hours of sick time in lieu of being required to use all accrued sick time during a period of approved continuous leave. The ability to reserve twenty (20) hours is not allowed for periods of intermittent leave.

ARTICLE 24
JURY DUTY LEAVE

Section 24.1. A bargaining unit employee who is called to and reports for jury duty by the United States, the State of Ohio or a political subdivision on their regularly scheduled working hours shall be compensated by the Employer for full pay for such hours of jury service. Any compensation received for jury duty service shall be submitted to the Employer for deposit in the appropriate fund.

Section 24.2. An employee released from jury duty prior to the end of their scheduled workday, shall report to work for the remaining hours. The employee is required to submit the certificate to the Employer prepared by the Court stating the date and time the employee is released from such duty.

Section 24.3. In order to be eligible for payment, the employee must notify his supervisor within a reasonable time after receipt of notice of selection for jury duty, and must furnish a written statement from the appropriate court official showing the date served and the amount of pay received.

Section 24.4. An employee who is on vacation and who is required to serve on jury duty during their scheduled vacation may at the discretion of the Employer have their vacation extended by the number of days the employee is required to serve jury duty provided such employee complies with the applicable provisions of this Article, including proper notice to the supervisor.

ARTICLE 25
MILITARY LEAVE

Section 25.1. The Employer shall grant a leave of absence, without pay, to an employee who enters active service in the Armed Forces of the United States and subsequent reemployment rights in accordance with existing law.

Section 25.2. Employees, who are members of the Ohio National Guard, the Ohio organized militia, or other reserve components of the Armed Forces of the United States, shall be entitled to

a leave of absence from their duties, without loss of pay, for such time as they are performing service in the uniformed services as defined in Section 5923.05 of the Ohio Revised Code for up to twenty-two (22), eight (8) hour workdays or not to exceed 176 hours in any one (1) calendar year.

An employee shall be required to submit a copy of their orders with each request for leave from the appropriate military commander as evidence of such duty.

There is no requirement that the service be in one (1) continuous period of time. Employees who are members of those components listed in paragraph one above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. The leave will cover the official period of the emergency. This provision in no way abrogates a veteran's present or future rights.

Section 25.3. Employees who are called or ordered to uniformed services for longer than a month for each calendar year because of an executive order issued by the President of the United States or an act of Congress, or because of an order to perform duty issued by the governor pursuant to O.R.C. Section 5919.29 or 5923.21, shall be entitled during the period designated in such order or act to a leave of absence from their respective duties and pay in accordance with the lesser of the difference between the employee's gross monthly wage or salary and the sum of the employee's gross uniformed services pay and allowance for the same month or \$500.00 for each month of uniformed service.

No employee will receive payment under this section if the sum of the employee's gross military pay and allowances received in the period exceeds the employee's gross wage or salary.

ARTICLE 26 **UNION LEAVE**

Section 26.1. The Union will be allowed a total of six (6) Union leave days, without pay, during each calendar year. Such Union leave shall only be used for the following AFSCME events:

Legislative Conferences
State Conventions
National Conventions
Union Training Sessions

Section 26.2. The Union shall notify the Employer at least two (2) weeks in advance of the use of Union leave and which non probationary employees will be using the Union leave.

Section 26.3. No more than one (1) employee reporting to the same supervisor shall be on Union leave at one time.

Section 26.4. An employee using Union leave may elect to take leave without pay or charge such leave to annual vacation or compensatory time.

ARTICLE 27
HOLIDAYS

Section 27.1. All full-time bargaining unit employees shall receive the following paid holidays:

New Year's Day	January 1
Martin Luther King Day	3 rd Monday in January
Presidents Day	3 rd Monday in February
Memorial Day	last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veterans Day	November 11
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving Day	4 th Friday in November
Christmas Eve	December 24 th
Christmas Day	December 25 th

If Christmas Eve and Christmas Day fall on a Friday and Saturday, the holidays will be celebrated on the Thursday and Friday preceding the holiday weekend.

Section 27.2. If the holiday falls on Sunday, it will be observed on the following Monday; if it falls on Saturday, it will be observed on the preceding Friday.

Section 27.3. An employee who is not scheduled to work on an authorized holiday shall not receive a regular day's pay for the holiday if the employee has not been in active pay status the last working day before and the first working day after the holiday.

Section 27.4. An employee who is scheduled to work on the authorized holiday shall receive straight-time pay for all hours worked plus holiday pay.

Section 27.5. If a holiday occurs while an employee is on vacation, such vacation day will not be charged against the employee's vacation leave. Such vacation day may be taken later at a time mutually agreeable to the employee and the Employer.

Section 27.6. Part-time employees who are scheduled to work on a holiday shall receive holiday pay in addition to pay for regular time worked in proportion to the hours actually worked on that holiday.

ARTICLE 28
PERSONAL DAYS

Section 28.1. All full-time bargaining unit employees who have successfully completed one (1) year of continuous service with the Employer shall be entitled to four (4) personal days (32 hours) each calendar year. Personal days shall be credited each January 1 following the execution of this Agreement. Inactive employees shall not be eligible for personal days.

Section 28.2. Such personal days must be taken in four (4) hour increments (10 hours or 6 hours for flex employees) and shall be scheduled by the employee in the calendar year said personal days are earned. There shall be no carry over of personal days. Personal days will not be paid upon separation of employment, nor may they be used after an employee has given notice of resignation as part of the employee's resignation notice period.

Section 28.3. Employees must request personal days in writing to the Employer in advance of the requested day off. In so far as practical, every effort will be made to allow employees to use their personal days at a time most preferred by the employee. However, scheduling of personal days shall be subject to the advance approval of the Employer or designee and shall be based on the Employer's need for the employee's services. Requests by employees for emergency use of a personal day will be considered by the Employer, but final approval rests with the Employer.

Section 28.4. Should the employee not request to schedule personal days off by December 1, the employee shall forfeit said personal days and not be entitled to compensation.

ARTICLE 29 **VACATION**

Section 29.1. Each full-time bargaining unit employee who has completed at least one (1) year of continuous service with the Employer shall be entitled to annual vacation each anniversary year thereafter as follows:

<u>Length of Service</u>	<u>Vacation Days</u>	<u>Accrual Per Pay Period</u>
After 1 year of service	10 days	3.1 hours
After 7 years of service	15 days	4.6 hours
After 14 years of service	20 days	6.2 hours
After 24 years of service	25 days	7.7 hours

Section 29.2. Employees shall accrue vacation biweekly based on their total service upon which their entitlement was based. Employees shall neither accrue nor receive vacation during their first year of full-time service. Employees in unpaid status for thirty (30) calendar days or more during any anniversary year shall have their vacation entitlement prorated. Employees may utilize their vacation as it is accrued provided they meet the other requirements of this Article.

Section 29.3. Employees shall be entitled to their vacation anytime after their first anniversary date of employment and generally must utilize their vacation prior to their next anniversary date of employment. The Employer may permit an employee to carry over vacation to the next year. The carry over shall not exceed two (2) years' of vacation. In case of death of an employee such unused vacation shall be paid to the employee's estate.

Section 29.4. Employees shall request in writing any vacation leave request. Such leave requests will be honored based upon seniority and the operational needs of the Department. Vacation must be used in minimum units of at least one-quarter (¼) hour.

Section 29.5. Any vacation request on or abutting holidays may, at the discretion of the Employer, be rotated among employees in a work unit in order to allow as many employees as possible to enjoy this privilege.

Section 29.6. An employee separating employment shall be entitled to compensation for the unused portion of their vacation granted as of the employee's previous anniversary date and the earned current year vacation prorated by pay period.

Section 29.7. Full-time employees with prior county service with another Ohio county and/or an appointing authority of Sandusky County may receive prior service credit when computing length of service for vacation leave. Employees shall not be entitled to vacation service credit for tenure with the state or any other political subdivision except Ohio county service. Effective January 1, 2000, a new hire's prior vacation service credit will be limited to six (6) years' credit.

Section 29.8. An employee may elect to be paid in cash for the earned but unused portion of their vacation. The cash-in of vacation must be requested in writing on the employee's timesheet. Such cash-in will be limited to one (1) week increments per pay period.

ARTICLE 30 **GROUP INSURANCE**

Section 30.1. The Employer shall, for the term of this Agreement, make available to each full-time employee in active pay status the same plan as provided to other County employees by the Board of Commissioners.

Section 30.2. The Employer agrees to contribute an amount of money equal to that provided to other County employees, toward the purchase of employee health insurance. The employee, through payroll deduction, shall contribute the remaining premium cost. If during the duration of this Agreement, the Board of Commissioners voluntarily agree to a premium cost structure with another department under their authority that is more beneficial to those employees than what is being afforded to JFS bargaining unit employees, the Employer agrees to extend the same premium cost structure to JFS bargaining unit employees.

ARTICLE 31 **PERS PICKUP**

Section 31.1. The Employer agrees to pass a resolution permitting the Auditor to pick-up through the salary reduction method the contributions of bargaining unit employees to the Public Employees Retirement System (PERS).

The Employer shall then request approval from the Internal Revenue Service to ensure that such picked up contributions are deductible from the employees' gross salaries for Federal tax purposes.

Upon receipt of a favorable IRS private letter ruling and authorization from PERS, the Employer will request the Auditor to report the employees' contributions to the pension fund as picked up by the Employer.

The Union agrees that the method of "pick-up" is one which requires no additional outlay of monies by the Employer and agrees that the "pick-up" shall not be effective until after the Employer receives a favorable IRS ruling and authorization from PERS. (Plan included in Sandusky County Personnel Policy.)

Section 31.2. The Employer shall continue to report four percent (4.0%) of the bargaining unit employee's contributions as "picked-up" by the Employer. "Picked-up" means that the Employer shall assume and pay to the Public Employees Retirement System of Ohio the four percent (4.0%) contribution. No person shall have the option of receiving the "picked-up" contribution in cash instead of having it paid to the Public Employees Retirement System and the Employer is paying these contributions in lieu of having the employees make these contributions.

ARTICLE 32 **CALAMITY DAYS**

Section 32.1. If the Employer declares that an emergency exists requiring that the Department be officially closed for business, employees who are scheduled to work, but are not required shall be paid their regular rate of pay for the time they were scheduled to work.

Section 32.2. Employees may use accumulated vacation or compensatory time for the period of time that a weather emergency makes it impossible for them to report to work. Any such emergency is not a valid reason for the use of accumulated sick leave. If an employee has reported off work or has obtained permission to leave work early due to poor weather and the Department subsequently closes, the employee shall not be required to use accumulated leave after the Department is closed.

Section 32.3. Employees not scheduled to work, i.e., approved sick leave, vacation leave or leave of absence without pay approved prior to the declared emergency are not entitled to calamity pay for the hours the Department is closed.

Section 32.4. If the County in which an employee resides declares a level three emergency, the employee scheduled to work will not be required to report to work. If the level three is canceled and three and one-half (3 ½) or more hours remain in the workday, the employee shall report to work for the remainder of their scheduled shift.

ARTICLE 33 **TRAVEL REIMBURSEMENT**

Section 33.1.

Mileage: Any employee who uses their privately-owned automobile on approved County business shall be reimbursed at the rate of \$0.40 per mile.

Parking: Charges for parking are reimbursable when an employee is entitled to claim reimbursement for mileage. A receipt is necessary for reimbursement of cost.

Lodging: Reimbursement for lodging shall be made at the one (1) bed, single person rate at a hotel or motel reasonably close to the place where business will be transacted if the hotel or motel is located sixty (60) or more miles, one way, from the Sandusky County Courthouse or the employee's residence, whichever is closer to the hotel or motel. Lodging closer to Fremont may be allowed by passage of special resolution by the Board of County Commissioners. To receive reimbursement if phone calls are listed in the lodging bill, the nature, i.e., business or person and destination, if business related, must be noted.

Meals: The cost of meals while an employee is away on approved County travel shall be reimbursed per County policy.

General: All expenses for which reimbursement is requested shall be accompanied by receipts for such expenditures, i.e., parking, tolls, fees, etc.

The provisions of this Article may be modified by mutual agreement when the Commissioners change the Travel and Expense Reimbursement policy.

ARTICLE 34 **PERFORMANCE EVALUATION**

Section 34.1. Performance evaluations shall be applied to bargaining unit employees in a consistent and equitable manner. The performance evaluation shall be discussed with the employee and then forwarded to the Director for review.

ARTICLE 35 **WAGES**

Section 35.1. Effective January 1, 2012, bargaining unit employees shall be assigned to classifications and pay grades as identified on the following schedule:

Effective January 1, 2012 (0% increase)

Pay Grade	Starting Rate	Base Rate for Pay Grade
1A	\$9.71	10.16
1	10.13	10.59
2	10.57	11.04
3	11.01	11.53
4	11.49	12.04
5	12.00	12.55
6	12.14	12.77
7	12.71	13.33
8	13.29	13.93
9	13.87	14.57

10	15.71	16.34
11	16.87	17.57

Effective January 1, 2013 (1.0% increase)

Pay Grade	Starting Rate	Base Rate for Pay Grade
1A	9.81	10.26
1	10.23	10.70
2	10.68	11.15
3	11.12	11.65
4	11.60	12.16
5	12.12	12.68
6	12.26	12.90
7	12.84	13.46
8	13.42	14.07
9	14.01	14.72
10	15.87	16.50
11	17.04	17.75

Effective January 1, 2013 (1.0% increase)

Pay Grade	Starting Rate	Base Rate for Pay Grade
1A	9.91	10.36
1	10.33	10.81
2	10.79	11.26
3	11.23	11.77
4	11.72	12.28
5	12.24	12.81
6	12.38	13.03
7	12.97	13.59
8	13.55	14.21
9	14.15	14.87
10	16.03	16.67
11	17.21	17.93

Classification

Pay Grade

Clerk 1	1A
Account Clerk 1	1
Data Entry Operator 2	1
Typist 2	1
Social Services Aide	2
Income Maintenance Aide	2
Clerical Specialist 1	3
Statistics Clerk	3

Account Clerk 2	4
Cashier 2	4
Eligibility Worker 1	4
Legal Secretary	4
Social Service Worker 1	4
Investigator 1	6
Investigator 2	7
Investigator 3	7
Eligibility Worker 2	7
Social Service Worker 2	7
Eligibility Worker 3	8
Eligibility Worker 4/Q.C.	9
Social Service Worker 3	10
Workforce Development Specialist	10
Social Services Worker 4	11

Section 35.2. Bargaining unit employees hired on or after January 1, 1988 will not be eligible for State of Ohio longevity supplement. Bargaining unit employees currently receiving a longevity supplement shall continue to receive said supplement at their current rate but will receive no further increase in longevity.

Sandusky County JFS Longevity Pay — After completing forty-eight (48) months of uninterrupted continuous service with the Employer in the Department of Job and Family Services, an employee will receive twenty cents (\$.20) per hour longevity pay unless the employee is already receiving longevity pay in that amount or higher. After completing seven (7) years of uninterrupted continuous service with the Employer in the Department of Job and Family Services, an employee will receive a total of thirty cents (\$.30) per hour longevity pay unless the employee is already receiving longevity pay in that amount or higher. After completing fifteen (15) years of uninterrupted continuous service with the Employer in the Department of Job and Family Services, an employee will receive forty cents (\$0.40) per hour longevity pay unless the employee is already receiving longevity pay in that amount or higher. After completing twenty (20) years of uninterrupted continuous service with the Employer in the Department of Job and Family Services, an employee will receive a total of fifty-five cents (\$.55) per hour longevity pay unless the employee is already receiving longevity pay in that amount or higher.

Section 35.3. Employees hired into the department shall be assigned the starting rate for the appropriate pay grade assigned. Upon successful completion of six (6) months of the probationary period the employee will advance to the base rate for the pay grade assigned.

In exceptional cases or to meet department staffing needs, where a new hire demonstrates outstanding qualifications or skills, the Director may assign the new employee to a rate higher than the starting rate. In no case, however, shall a pay rate be assigned to a new employee higher than the base rate for the pay grade.

Also, in no case shall an employee be assigned to a base rate other than the base rate designated for the employee's classification.

Section 35.4. Employees who are promoted, demoted, reclassified, or advanced during the term of this Agreement shall be reassigned to the base rate of the pay grade for the new classification.

Section 35.5. For employees whose base rate as of December 31, 2005 exceeds the new rate of pay for their job classification, created by virtue of this Agreement, effective January 1, 2006, the following will occur: the difference between the employee's former base rate and the new rate of pay will be termed a pay "supplement." These supplements will be given without increase or decrease for the duration of this Agreement.

ARTICLE 36 **TEMPORARY WORKING LEVEL PAY**

Section 36.1. A non-probationary bargaining unit employee who is temporarily assigned to duties of a position with a higher pay range than the employee's own pay range, shall be eligible for a temporary pay adjustment. This pay adjustment shall increase the employee's base rate of compensation to the classification salary base of the higher level position. This pay adjustment shall in no way affect any other pay supplement, which shall be calculated using the employee's normal classification salary base.

Section 36.2. This temporary working level pay shall be effective only for a continuous period in excess of two (2) weeks.

ARTICLE 37 **ON-CALL PAY**

Section 37.1. Certain employees will be assigned to on-call duty in the Children Services work unit and will be compensated by a \$300.00 lump sum payment per seven (7) consecutive calendar days' period determined by the Employer.

Should a full-time employee actually exceed the amount of work time which would result in overtime pay in excess of the \$300.00 lump sum, the employee will be paid the actual additional hours at the one and one-half (1½) overtime rate in lieu of the \$300.00 lump sum. Should a part-time employee exceed the amount of work time which would result in pay in excess of the \$300.00 lump sum, the employee will be paid the actual hours in regular pay up to forty (40) hours during a regularly scheduled seven (7) consecutive day calendar period determined by the Employer and at a one and one-half (1½) overtime rate for any time exceeding forty (40) hours during this seven (7) calendar day period, in lieu of the \$300.00 lump sum. It is anticipated that the above circumstances in this paragraph will rarely, if ever, occur, and therefore the \$300.00 lump sum payment will almost always be the usual compensation.

ARTICLE 38 **BILINGUAL PAY**

Section 38.1. An employee who is designated by the Employer to utilize the Spanish language (speak, write, read and understand) or the American Sign Language during the course of the performance of their duties is eligible to receive an additional thirty-eight cents (\$.38) per hour added to their base rate of pay.

Section 38.2. The Employer shall determine which employees are designated to utilize the Spanish language or American Sign Language. Such determination will be based on Department needs and employee fluency. Fluency will be determined based on Employer established criteria, including proficiency testing.

Section 38.3. Employees who utilize the Spanish language or American Sign Language on an intermittent basis, but who are not designated by the Employer, will not receive the supplement.

ARTICLE 39 STAFF DEVELOPMENT

Section 39.1. The Employer recognizes the importance of job related training and agrees to provide in-service training programs for bargaining unit personnel, insofar as feasible, in matters involving programs of services or other job related subjects.

Section 39.2. The Employer may reimburse a bargaining unit employee for fifty percent (50%) of the cost of tuition, defined as fifty percent (50%) of the employee's actual out-of-pocket cost, to attend college, technical school or other school offering training related to the employee's position with the Employer. The availability of funds for this purpose, whether the course(s) are job related, and other factors are within the total discretion of the Director, and the denial of an application for reimbursement shall not be subject to the grievance procedure. An employee wishing consideration for reimbursement must apply to the Director at least thirty (30) calendar days in advance of the course of study. Upon approval, such reimbursement will be made upon achievement of a grade of B or above. The employee must present a receipt showing the tuition paid and evidence of the grade achieved. Only tuition cost will be reimbursed, not other expenses such as books, lab fees, other fees, etc. It is understood that an employee who receives reimbursement under this Section must pay the Employer the full cost of tuition reimbursement if the employee terminates employment within two (2) years of the date of tuition reimbursement, or two (2) years after completion of the course of study, whichever is later.

ARTICLE 40 WAIVER IN CASE OF EMERGENCY

Section 40.1. In cases of a publicly declared emergency by the President of the United States, the Governor of the State of Ohio, the Federal or State Legislature, the Sandusky County Commissioners or the Sandusky County Sheriff, such as acts of God, natural disaster, civil disorder, national or local emergency the following conditions of this Agreement may be suspended:

- A. Time limits for the Employer's or the Union's replies on grievances.
- B. Provisions of this Agreement relating to the assignment of employees.

Section 40.2. Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

Section 40.3. In the event an employee is called upon to perform work during such emergency, the employee's wages or entitlement to overtime compensation shall not be adversely affected thereby.

ARTICLE 41 SEVERABILITY

Section 41.1. This Agreement supersedes and replaces all pertinent statutes over which it has authority to supersede and replace. Where this Agreement makes no specification about a matter, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to law, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 41.2. The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) calendar days at a mutually agreeable time to discuss alternative language on the same subject matter.

ARTICLE 42 P.E.O.P.L.E. CHECKOFF

Section 42.1. The Employer will deduct voluntary contributions to the American Federation State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislate Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation and authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues.

ARTICLE 43 DURATION OF AGREEMENT

Section 43.1. The Agreement shall be effective as of January 1, 2012 and shall remain in full force and effect until December 31, 2014 provided, however, it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice as provided herein.

Section 43.2. If either party desires to modify, amend or terminate this Agreement, it shall notify the other in writing of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice of intent shall be given by certified mail with return receipt requested.

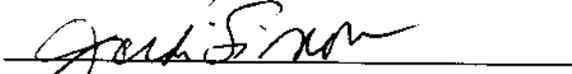
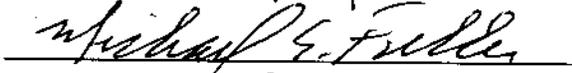
Section 43.3. This Agreement represents the total agreement between the Employer and the Union.

IN WITNESS WHEREOF, the parties have agreed to and have executed this Agreement at Fremont, Ohio, Sandusky County as of the 24th day of January, 2012.

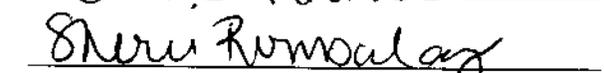
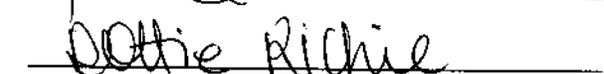
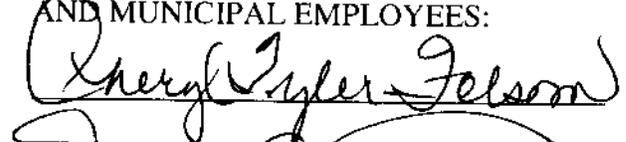
FOR THE EMPLOYER:



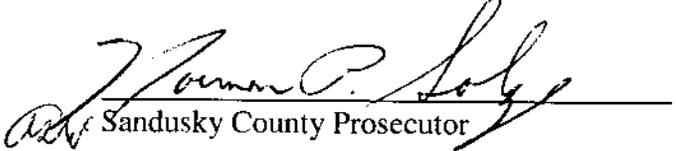
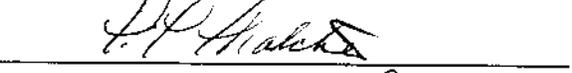
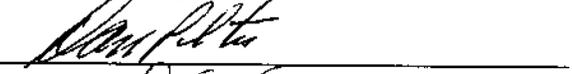
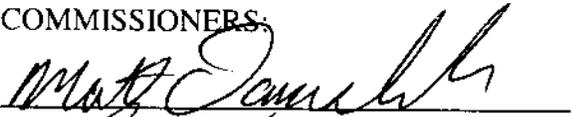
Director



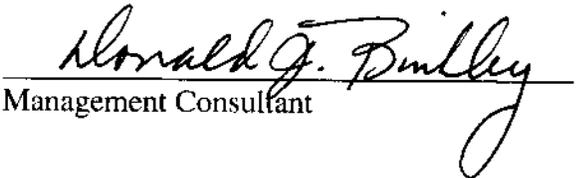
FOR LOCAL 3466, AND OHIO COUNCIL 8, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES:



FOR THE SANDUSKY COUNTY COMMISSIONERS:



Sandusky County Prosecutor



Management Consultant

MEMORANDUM OF UNDERSTANDING

The Sandusky County Department of Job and Family Services and AFSCME Ohio Council 8, Local 3466, AFL-CIO, hereby agrees to the following Memorandum of Understanding modifying Article 9 (Grievance Procedure) of their collective bargaining agreement.

1. This Memorandum is implemented to allow the parties to continue their joint efforts to continuously improve relations between the parties.
2. The parties agree to utilize the following mediation process:
 - A. Mediation Procedure
 1. Grievance mediation shall be established as an option which is available to the parties after Step 2 of the grievance procedure. A request to mediate must be submitted in writing to the Director or designee within five (5) calendar days following the Step 2 response. If mediation is requested by a party to this Memorandum of Understanding and the other party agrees to mediate the grievance, the five (5) calendar day period does not extend the ten (10) calendar day time limit for the Union's request for arbitration following the date the grievance was answered in Step 2 of the grievance procedure. The parties will proceed with a joint request for arbitrator panel, agree on a submission agreement and proceed with the procedures outlined in Step 3 of the grievance procedure. A party refusing mediation must give written notice to the other party within five (5) calendar days of the written request. If mediation is refused, the refusal does not extend the ten (10) calendar day time limit for the Union's request for arbitration following the date the grievance was answered in Step 2 of the grievance procedure.
 2. The parties agree to utilize the services of the State Employment Relations Board, or FMCS. Notices of mediation requests are to be signed by the parties. Should the availability of a mediator unnecessarily delay the processing of the grievance in the opinion of either party, then either party may withdraw its consent to mediation and the grievance may proceed to arbitration hearing.
 3. The grievant shall have the right to be present at the mediation conference.
 4. Each party shall have one principal spokesperson at the mediation conference, who shall have the authority to resolve the grievance.
 5. Any written material that is presented to the mediator shall be returned to the party presenting the material at the termination of the mediation conference. The mediator may, however, retain one copy of the written grievance, to be used solely for purposes of statistical analysis.

6. Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings, the rules of evidence will not apply, and no record of the mediation conference shall be made.
7. The mediator will have the authority to meet separately with either party, but will not have the authority to compel the resolution of a grievance.
8. If no settlement is reached at mediation, the parties are free to continue with arbitration, subject to the time limits of the Grievance Procedure, Article 8. If the grievance is settled at mediation, it will not proceed to arbitration.
9. In the event that a grievance which has been mediated but not settled subsequently goes to arbitration, no person serving as a mediator between these parties may serve as arbitrator. Nothing said or done by the mediator may be referred to at arbitration. Nothing said or done by either party for the first time in the mediation conference may be used against it at arbitration.
10. The parties agree the mediator may conduct more than one (1) mediation conference in a day.

LETTER OF UNDERSTANDING

Sandusky County Children Services requires the following requirements for the position of SSW3:

Completion of course work for graduate degree in the field of social work, sociology or psychology or six (6) months paid work experience as a Social Services Worker 2 in a County Welfare Department or Mental Health or Mental Retardation Department or six (6) months paid work experience as a social worker providing intensive counseling in a County Children's Services Board, 169, or 648 Board Agency, or community services agency.

If the applicant meets this requirement, Children Services may start the applicant as a SSW3 at the starting rate of pay of the SSW3 classification. Once the applicant has successfully completed six (6) months in the SSW3 classification, they may be advanced to the base rate of the SSW3 pay range.

If the applicant does not meet this requirement, Children Services may start the applicant as a SSW2 at the base rate of the SSW2 pay range. Once the applicant has successfully completed six (6) months in the SSW2 pay classification, they may be promoted to SSW3 and receive the base rate of the SSW3 classification.