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**THE SENECA COUNTY
DEPARTMENT
OF
JOB & FAMILY SERVICES**

AND

**A.F.S.C.M.E., OHIO COUNCIL # 8
LOCAL # 1685**

SERB Case No. 2007-MED-10-1066

Expires: June 30, 2015

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ARTICLE 1
PREAMBLE/PURPOSE

Section 1.1. This Agreement, entered into by the Seneca County Commissioners and the Department of Job & Family Services, hereinafter referred to as the “Employer” and the American Federation of State, County, and Municipal Employees, Ohio Council # 8, Local # 1685, 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; 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 included in the bargaining unit as defined herein; and to provide for an equitable and peaceful procedure for the resolution of differences in accordance with the grievance procedure specified herein.

ARTICLE 2
UNION RECOGNITION

Section 2.1. The Employer recognizes the Union as the sole and exclusive representative for those employees of the Employer in the bargaining unit. Wherever used in this Agreement, the term “bargaining unit” shall be deemed to mean the following:

Included:

All employees of the Seneca County Department of Job & Family Services including: Word Processor; Word Processor 2; Telephone Receptionist; Driver; Custodian; Financial Technician 1; Financial Technician 2; Computer Technician; Social Services Specialist; Financial Assistance Technician; Financial Assistance Caseworker; Fiscal Specialist; Social Services Caseworker, Child Support Caseworker; Child Care Caseworker; Fraud Investigator; Employment Services Worker; and Maintenance Repair Worker, Clerical Specialist, Quality Control Reviewer.

Excluded:

All management-level employees, confidential employees, professional employees, seasonal and casual employees, supervisors and students as defined in the Act.

Section 2.2. In the event of a change of duties of a position within the bargaining unit, or in the event that the Employer establishes a new position, the parties will meet to determine if the position is in the bargaining unit. If the parties are unable to agree on the bargaining unit status of the position, the issue shall be subject to appeal by the Union to the State Employment Relations Board.

ARTICLE 3

DUES DEDUCTION

Section 3.1. The Employer agrees to deduct Union dues, fees and assessments in accordance with this article for all employees eligible for membership in the Union upon the successful completion of sixty (60) calendar days of employment.

Section 3.2. The Employer agrees to deduct regular Union dues once each pay from each employee in the bargaining unit for membership upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check(s) for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3.3. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues, fees, or assessments. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.4. The Employer shall be relieved from making such individual "check-off deductions" upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) revocation of the check-off authorization; or (6) resignation by the employee from bargaining unit position.

Section 3.5. An employee who has authorized deductions may withdraw from the payment of dues, initiation fees, and assessments only during the seven (7) calendar days prior to each anniversary date of the Agreement by submitting a letter to the Employer, and the President of the Union expressing the employee's desire to withdraw his or her deduction authorization. The Employer will then begin making deductions in accordance with Article 4, Fair Share Fee.

Section 3.6. Nothing in this article shall be construed to require an employee to become or remain a member of the Union.

Section 3.7. The Union hereby agrees that it will assume the sole and complete responsibility for assuring that such members/employees are made aware of, understand, and remain in compliance with the provisions of this article for the duration of this Agreement.

Section 3.8. The Employer shall not be obligated to make dues deductions from any employee who during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 3.9. 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 thirty (30) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 3.10. Deductions provided for in this article shall be in accordance with the law and shall be made during the pay period(s) each month. In the event a deduction is not made during any particular month, the Employer upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months regular dues. The Employer will not deduct more than two (2) months regular dues from the pay of any individual as authorized by this article.

Section 3.11. The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union once each year. One (1) month's advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deductions.

Section 3.12. The Employer agrees to remit a warrant in the aggregate amount of the deduction to the American Federation of State, County and Municipal Employees, along with an alphabetical employee listing.

Section 3.13. The Union warrants and guarantees that no provision of this article violates the constitution of either the United States or the State of Ohio.

ARTICLE 4 **FAIR-SHARE FEE**

Section 4.1. Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair-share to the Union. The fair-share fee obligation shall commence on:

- A. The effective date of this Agreement for all current employees who have been employed for more than sixty (60) calendar days.
- B. The sixty-first (61) calendar day of employment for all current employees who have not completed sixty (60) calendar days of employment as of the effective date of this Agreement.
- C. The sixty-first (61) calendar day of employment for each employee hired after the effective date of this Agreement.

Section 4.2. Fair-share fees shall be paid by automatic, payroll deduction. Fair-share fee deductions do not require prior authorization from the affected employee. Fair-share fees shall be deducted in amounts determined by the Union in accordance with the provisions of the Fair-Share Procedure, attached hereto. The Fair-Share Procedure, including all amendments thereto, is incorporated in this article by reference.

Section 4.3. Fair-share fee payroll deductions and transmittals shall be made in the same manner provided herein for due deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair-share fee was deducted during the previous month including the amount of the deduction.

Section 4.4. The Employer's obligation to deduct fair-share fees is contingent upon the Union's fulfillment, on behalf of each non-member bargaining unit employee, of each obligation established by the Fair-Share Procedure.

Section 4.5. The Union may amend the Fair-Share Procedure by providing the Employer with a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the thirtieth (30) calendar day after their actual receipt by the Employer.

Section 4.6. Both the Employer and the Union intend that this article be lawful in every respect. If any court of last resort determines any provision of this article is illegal; that provision alone, shall be void. Invalidation of any provision of this article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

Section 4.7. This article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.

Section 4.8. The Union warrants and guarantees to the Employer that no provision of this article violates the constitution or laws of either the United States of American or the State of Ohio. Therefore, 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 4.9. This article constitutes the entire agreement between the Union and the Employer with regard to fair-share fees. All other agreements are hereby rendered void. With the exception of the Fair Share Procedure, no portion of this article may be amended except by written agreement of the parties.

Section 4.10. The Employer shall remit the monthly fair-share fee deductions and the dues deduction(s) checks, to the Secretary-Treasurer/Comptroller, Ohio Council 8, AFSCME, AFL-CIO, 6800 North High Street, Worthington, Ohio 43085-2512.

Section 4.11. Indemnification. The Union shall indemnify, defend and hold the Employer, its officers, officials, agents and employees harmless against any claim, demand, suit or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the Employer, its officers, officials, agents and employees in complying with sections of this article.

ARTICLE 5
SEVERABILITY

Section 5.1. This Agreement is subject to all applicable state, federal laws, and Chapter 4117 of the Ohio Revised Code and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them.

Section 5.2. Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law by a tribunal or competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portion hereof and they shall remain in force and effect. In the event any part of this Agreement is invalidated, the parties agree to meet to negotiate a lawful replacement provision.

ARTICLE 6
NONDISCRIMINATION

Section 6.1. The Employer and the Union agree not to 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, veterans' status, disability, ancestry of any person, or Union membership, or non-membership.

ARTICLE 7
ACCREDITED REPRESENTATIVES

Section 7.1. The Employer agrees to admit not more than two (2) Union Staff Representative(s) to the Employer's facilities during the Employer's normal office business hours.

The Staff Representative shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein, providing the Union has given reasonable advance notice to the Employer. Upon arrival, the Union Staff Representative shall identify himself/herself to the Employer or the Employer's designated representative.

Section 7.2. Bargaining unit members selected by the Union to act as Union representatives for the purpose of processing grievances, attending hearings and attending Labor/Management meetings shall, for the purposes of this article, be called "stewards."

Section 7.3. The Union shall provide to the Employer an official roster of its officers and Local Union Stewards which is to be kept current at all times and shall include the following:

- A. Name;
- B. Address;
- C. Home telephone number;
- D. Immediate supervisor; and

E. Union office held.

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written notice of the person's selection.

Section 7.4. The union president or designee will be granted a reasonable amount of time for the investigation and writing of grievances with prior approval from the immediate supervisor. If grievance hearings or other Union business is scheduled during an employee's regular duty hours, the employee and/or steward shall not suffer any loss of pay while attending the hearing. It is specifically understood by both parties that time spent on Union business outside of normal duty hours shall not be considered as time worked.

The union shall be paid for reasonable time spent investigating contract violations. The union will track the time spent and request approval for additional time from the Director or their designee as needed.

Section 7.5. 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 other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.
- B. The Union employee official (President, Vice-President, other officer or steward) 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.
- C. If the Union needs a block of time for a specific purpose, grievances, correspondence, etc., they will contact the Director or Assistant Director to request approval. Such approval will not unreasonably be denied.
- D. The Union representative will keep a weekly log of approved contacts with Regional Union representatives, and submit to the Director or Assistant Director upon request.
- E. An employee abusing the rules of this section is subject to disciplinary action.

ARTICLE 8 **BULLETIN BOARDS**

Section 8.1. The Employer agrees to provide one, four foot by four foot (4' x 4') bulletin board for use by the Union.

Section 8.2. All Union notices which appear on the bulletin board shall be signed, posted and removed by the Local Union President or his designee during non-work time. Union notices

relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

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

All other notices of any kind not covered above must receive prior approval of the Employer or his designated representative. It is also understood that no materials may be posted on the Union bulletin boards at any time which contain the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the administration;
- C. Attacks on any other employee organization, regardless of whether the organization has local membership; and
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 8.3. No Union related material 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 8.4. Violation(s) of any provisions of this article will subject the Union to removing said unauthorized material from the bulletin board.

ARTICLE 9 **GRIEVANCE PROCEDURE**

Section 9.1. The term "grievance" shall mean an allegation by a bargaining unit employee of the Employer that there has been a violation of the express terms of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement nor those matters not covered by this Agreement.

Section 9.2. All grievances must be processed at the proper step in order to be considered at subsequent steps.

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

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon written mutual consent of the parties.

Section 9.3. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. No settlement to any grievance shall conflict with the terms of this Agreement. In furtherance of this objective, the following procedure shall be followed:

STEP 1: The grievance must be presented orally to the immediate supervisor within five (5) working days from the date the grievant knew (or should have known) the facts giving rise to the grievance. Within five (5) working days from the date the employee first presented his/her grievance, the supervisor will deliver their verbal response.

STEP 2: If the complaint or grievance is not resolved, the employee may pursue the matter by presenting the grievance in writing to his/her immediate supervisor within five (5) working days following the reply received at Step 1. The immediate supervisor shall provide a written answer within five (5) working days following the date of receipt of the written grievance.

STEP 3: If the complaint or grievance is not resolved, the employee may pursue the matter by presenting the grievance in writing to the Director within five (5) working days of the reply received at Step 2. The Director shall investigate and attempt to resolve the matter, and return his/her written response within ten (10) working days.

Section 9.4. Arbitration. If the grievance is not satisfactorily settled except for verbal and written warnings in Step 3, the Union may submit the grievance to Final and Binding Arbitration by submitting notice to the Employer within fourteen (14) days of the date of receipt of the answer at Step 3 request for a list of arbitrators will be submitted to the Federal Mediation and Conciliation Service (FMCS) within thirty (30) days of the appeal to arbitration. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the Step 3 reply. All arbitration dates may be extended by mutual agreement of the parties.

Upon receipt of the list of fifteen (15) arbitrators, within ten (10) days from the date the list is received, the parties shall use the alternate strike method from the list of fifteen (15) arbitrators submitted to the parties by the FMCS. The party requesting the arbitration shall be the first (1st) to strike a name and alternate in this manner until one (1) name remains on the list.

The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the FMCS and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question.

All days in this section are calendar days, unless otherwise designated as working days.

Section 9.5. Authority of the Arbitrator. 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 arriving at his determination on any issue presently that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.

In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier time than five (5) calendar days prior 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 (1st) 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 employee and the Employer. All costs directly related to the services of the arbitrator shall be paid by the losing party, unless the arbitrator splits the decision, in which case the costs of arbitration shall be assigned by the arbitrator and shall be divided equally. Expense, if any, of the witnesses shall be borne by the party calling the witness. The fees of a Court Reporter shall be paid by the party asking for one; such fees shall be split equally if both parties request copy of any transcript.

Section 9.6. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

- A. Grievied employee's name and signature;
- B. Grievied employee's classification;
- C. Date grievance was filed in writing;
- D. Date and time grievance occurred;
- E. The location where the grievance occurred;
- F. A description of the incident(s) giving rise to the grievance;
- G. Specific articles and sections of the Agreement violated; and
- H. Desired remedy to resolve the grievance.

Section 9.7. When an employee covered by this Agreement chooses to represent himself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union grievance representative will be notified of his right to be present at the adjustment.

Section 9.8. A grievance may be brought by an employee covered by this Agreement. Where a group of bargaining employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievances shall be identified when the grievance is filed.

Section 9.9. Any grievance that originates from a level above the first step of the grievance procedure and grievances involving suspensions and terminations may be initiated at Step 3 of this procedure.

ARTICLE 10

NO STRIKE/NO LOCKOUT

Section 10.1. Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of the County for the life of this Agreement. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, sick calls, work slow downs, or any other interruption of operations or services of the Employer, by its members or other bargaining unit employees of the Employer. When the Employer notifies the Union that any of its members are engaged in

any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice 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. Should the Union fail to post such notice, it will be held liable for the unauthorized actions of its members. Any employee who participates or promotes such strike activities as previously outlined, may be discharged and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.

- B. The Employer agrees that neither it, its officers, agent, nor representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union for the life of this Agreement.

Section 10.2. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with unauthorized or unlawful activities as provided in this article.

ARTICLE 11

MANAGEMENT RIGHTS

Section 11.1. Rights of Public Employer. Except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage and direct the affairs of the Employer, including, but not limited to the right and responsibility to:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer's standards of services, the Employer's overall budget, utilization of technology, and organizational structures;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Take actions to carry out the mission of the Employer as a governmental unit;
- I. Maintain the security of records and other important information;

- J. Establish appropriate work rules, policies, and directions, not inconsistent with this Agreement; and
- K. Effectively manage the work force.

ARTICLE 12
LABOR/MANAGEMENT MEETINGS

Section 12.1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time the Director and/or his designees and two (2) additional representatives, shall meet with not more than three (3) representatives of the Union to discuss those matters addressed in Section 12.2. One representative for the Union may be from Ohio Council.

Section 12.2. An agenda will be furnished and/or exchanged at least three (3) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting. The Union shall also supply the names of those Union representatives who will be attending. The purpose of such meetings shall be to:

- A. Discuss the administration of this Agreement;
- B. Notify the Union of changes made by the Employer which affect bargaining unit members;
- C. Discuss the grievances which have not been processed beyond Step 3 of the Grievance Procedure but only 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;
- F. Give the Union representatives the opportunity to share the views of their members on topic interests to both parties; and
- G. To outline, consider, and discuss health and safety matters relating to employees.

Section 12.3. If special labor/management meetings have been requested and mutually agreed upon, they shall be convened within ten (10) working days from the date requested.

Section 12.4. Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

ARTICLE 13
UNION MEETINGS

Section 13.1. The Employer shall make a room available for AFSCME Local 1685 membership meetings. Meetings will be held in the Agency provided that such meetings are scheduled sufficiently in advance to avoid conflict with Agency meetings. Meetings shall begin no earlier than 4:30p.m., and end no later than 6:00p.m..

ARTICLE 14
RULES

Section 14.1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees, and the conduct of the Employer's services and programs.

Section 14.2. The Employer recognizes that no work rules, regulations, policies or procedures shall be established that are in violation of any expressed terms of this Agreement.

Section 14.3. The Employer agrees that whenever feasible these rules will be posted fourteen (14) calendar days prior to implementation in a conspicuous place when implemented.

ARTICLE 15
CORRECTIVE ACTION

Section 15.1. No employee shall receive corrective action except for just cause.

Section 15.2. Corrective action will be applied in a corrective and progressive manner, in accordance with the Employer's policy, and will include one of the following:

- A. Verbal warning;
- B. Written warning;
- C. Suspension without pay;
- D. Reduction; or
- E. Discharge.

Except in instances wherein the employee is found guilty of serious misconduct, discipline will be applied in a progressive and uniform manner. 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 15.3. Whenever the Employer and/or his designee determines that there may be cause for an employee to receive corrective action, the employee shall receive a copy of said action.

Section 15.4. Records of oral and written reprimands shall cease to have force and effect one (1) year from the date of issuance, provided no intervening corrective action has occurred. Records of suspensions shall cease to have force and effect two (2) years from the date of issuance, providing no intervening corrective action has occurred.

Section 15.5. The Employer agrees that all corrective action procedures shall be carried out in private, and in a businesslike and timely manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement. Except that verbal and written warnings may not be appealed to arbitration.

Section 15.6. Notwithstanding the provisions of this section, it is understood by the parties that newly hired probationary employees may be terminated for any reason, and have no appeal over such action.

Section 15.7. Whenever a predisciplinary conference is scheduled by the Employer, within twenty-four (24) hours before any conference, the employee will be given a written notice advising him/her of the nature of the charges.

Section 15.8. The Employer will initiate disciplinary action within thirty (30) days of the completion of any investigation into employee misconduct.

ARTICLE 16 **NOTIFICATION OF ABSENCE**

Section 16.1. Employees are expected to promptly report to work at their scheduled starting time. Continued failure to comply with this work requirement may result in disciplinary action.

Section 16.2. All absences from work should be reported to the employee's immediate supervisor or designee no later than 8:30a.m., on each day of absence unless the employee informed the supervisor or designee of the expected length of the absence with the first notification.

Section 16.3. When an employee returns to work following an absence, such employee must report to his/her immediate supervisor or designee. The employee shall be issued a form to complete, which allows the employee to explain the reasons for his/her absence. Any written documents, which substantiate the employee's reason, shall be submitted at this time. These documents will be reviewed to determine if the absence will be approved.

ARTICLE 17
PERSONNEL FILES

Section 17.1. Employees shall have access to their individual electronic personnel folders for review during normal business hours.

Section 17.2. An employee shall not remove the personnel file from the office, but may be permitted a copy of any item in his/her personnel file.

Section 17.3. An employee wishing to view his/her personnel file shall make an appointment with the custodian of the personnel files and obtain a release from his/her supervisor, if doing so during normal working hours. This will occur within five (5) calendar days.

Section 17.4. An employee may, upon written authorization, request an AFSCME representative to review his/her individual personnel file. The AFSCME representative shall make an appointment with the Director, and shall present the written authorization to the Director as a condition of access to the individual's personnel file.

Section 17.5. All reviews of personnel files will be monitored by the Human Resource Officer.

Section 17.6. If an employee, upon examining his/her personnel file, disputes the accuracy in those documents to which he/she has access, the employee may request the Employer, in writing, to investigate the disputed information. The Employer shall within a reasonable period of time after receiving the request from the employee, make an investigation of the disputed information, and shall notify the employee of the results of the investigation and the action he/she plans to take with respect to the disputed information. The employee may add a written explanation to any information that cannot be verified, or that is found to be inaccurate.

ARTICLE 18
HEALTH AND SAFETY

Section 18.1. Safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to provide safe working conditions, and working methods for his/her employees. The Employer will also follow all applicable state and Federal safety laws. All working conditions believed to be unsafe, including complaints regarding VDT operations, must be reported to the designated supervisor as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions and correct same if possible. The supervisor will attempt to correct all unsafe practices found and see that the safety rules and safe working methods are followed by his/her employees.

ARTICLE 19
EMPLOYEE TREATMENT

Section 19.1. Every agency employee is entitled to equitable and courteous treatment by every other agency employee. The use of language, which would be commonly accepted as insulting, degrading, or intimidating, and/or any other forms of harassment will not be permitted in

working situations. Any agency employee found guilty of violating this article will be subject to disciplinary action. This article is grievable up to the Director's level. This article may not be grieved to binding arbitration.

ARTICLE 20 **SENIORITY**

Section 20.1. Seniority shall be defined as the length of continuous service with the Seneca County Department of Job & Family Services and will be applied as a determining factor only in those matters specified elsewhere in this Agreement. Any tie in seniority date will be decided by the last four (4) digits of the employees' Social Security Numbers with the employee with the highest number having the greatest seniority.

Section 20.2. The term "continuous service" as used in this article shall be construed to mean those approved absences from employment granted pursuant to the term of this Agreement, shall not interrupt the employee's continuous service.

Section 20.3. If an employee quits and is later rehired, the employee shall be considered as a new employee and shall not be credited with their prior service for purposes of seniority.

ARTICLE 21 **PROBATION PERIODS**

Section 21.1. Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred and eighty (180) days. A newly hired probationary employee may be terminated anytime during his/her probationary period, including any extension, and have no appeal over such removal.

Section 21.2. A newly promoted employee will be required to successfully complete a probationary period in his/her new position. The probationary period for a newly promoted employee will begin on the effective date of the change and shall continue for a period of one hundred and twenty (120) calendar days. An employee who evidences unsatisfactory performance may be returned to his/her former position and rate of pay anytime during his/her probationary period. The employee may also voluntarily return to the same classification previously held at the previous rate of pay within fourteen (14) days of assignment to the new position, or return up to thirty (30) days of the assignment to the new position if their previous position is still vacant.

Section 21.3. An employee awarded a lateral transfer will be required to successfully complete a probationary period in his/her new position. The probationary period for an employee awarded a lateral transfer will begin on the effective date the employee begins working forty (40) hours per week in the new position and shall continue for a period of sixty (60) calendar days. An employee who evidences unsatisfactory performance may be returned to his/her former position. The employee may also voluntarily return to the same position previously held within fourteen

(14) days of assignment to the new position or return up to thirty (30) days of the assignment to the new position if their previous position is still vacant.

Section 21.4. Part-time employees who work a portion of each normal working day shall have their probationary period determined by the number of actual hours worked following appointment in the same manner as full-time employees.

Section 21.5. Should the newly hired or promoted or laterally transferred employee be unable to demonstrate satisfactory job performance within the probationary period, the Employer may extend, after prior notification of the employee and a written performance appraisal, the probationary period. The extended probationary period will be equal to the initial probationary period. When the Employer determines that an employee's probationary period must be extended, the Employer will notify and meet with the Union to discuss the reason(s) for the extension. The determination of satisfactory job performance and the decision to extend or not extend an employee's probationary period shall be at the sole discretion of the Employer.

Section 21.6. A newly hired probationary employee will be evaluated during the probationary period. Concerns related to the probationary evaluation may be addressed through the agency's complaint procedure.

ARTICLE 22 **HOURS OF WORK/OVERTIME**

Section 22.1. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of the Agreement. Nothing contained herein shall be construed as preventing the Employer from establishing or restructuring the work schedules for employees. 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 22.2. The Employer has established a Flextime policy. The policy will be reviewed annually or on an as-needed basis. Either party may request a review. Prior to significant alterations to the flextime policy, management will meet and discuss such changes with the Union.

Section 22.3. The standard workweek for full-time employees covered by the terms of this Agreement is currently forty (40) hours, consisting of five (5) consecutive days of either (8) consecutive hours inclusive of two (2) fifteen (15) minute rest breaks and exclusive of a one-half (½) hour lunch period each day. When the Employer schedules the hours of work as described in this section, employees shall be paid one and one-half (1½) times his/her hourly rate for all hours worked in excess of forty (40) hours per week. Breaks are subject to the discretion of the Employer and shall not interfere with the proper performance of the employee's work responsibility.

Section 22.4. Regardless of the scheduled hours of work, the employee shall be paid one and one-half (1½) times his/her hourly rate for hours in active pay status over forty (40) hours in one week. For the purpose of this section active pay status shall include holiday and sick leave.

Overtime will be permitted during any week that vacation or personal leave was taken if approved by the Director or Assistant Director. The workweek shall be computed between 12:01a.m. on Sunday of each calendar week and at 12:00 o'clock midnight the following Saturday.

Section 22.5. Overtime opportunities shall be distributed as equally as practicable, and Supervisors will rotate overtime opportunities among qualified employees within the Department who normally perform the work. An overtime roster will be maintained which will include a list of overtime hours worked, refused, or negative contact.

An employee who is offered but refuses overtime assignments shall be credited on the roster with the amount of overtime refused. Overtime will be offered to the employees within the department who, on the roster, have the fewest overtime hours worked and refused among those qualified to perform the work being assigned.

Section 22.6. Call-out pay of two (2) hours shall be paid on each call-out, for all employees other than On-Call Social Services Caseworkers, outside the agency's regular hours of operation. The Employer may require, when necessary, that the employee work the entire two (2) hour call-out period.

Section 22.7. A bargaining unit employee may accumulate compensatory time off in lieu of overtime pay for any authorized overtime worked in accordance with this article. An employee who requests compensatory time in lieu of pay shall designate this request on a form provided by the Employer prior to the end of the pay period in which the overtime is worked. Failure of an employee to designate compensatory time as an option will result in overtime being paid. Compensatory time will accrue at the rate of one and one-half (1½) hours for each hour of overtime worked. Compensatory time may be used by the employee at a time mutually convenient to the employee and the Employer. Employees may have a balance of no more than eighty (80) hours of compensatory time accrued.

Section 22.8. Mandatory Overtime. Management will continuously review agency programs and employee workloads. As Management sees a need to require mandatory overtime, adequate notice will be provided allowing employees to schedule work and non-work activities. Adequate notice is defined as five (5) working days exclusive of emergency staffing. Management will attempt, as scheduling permits, to offer/require overtime over various business days rather than a single workday. An employee who has a previously scheduled unique conflict may petition the Director or their designee.

Section 22.9. Nothing in the article shall be construed as permitting or authorizing the compounding or pyramiding of overtime.

ARTICLE 23

WORKING OUT OF CLASSIFICATION

Section 23.1. Employees assigned to work in a higher classification shall receive the rate of the higher classification, for all hours spent in the higher classification. Assignment to a higher

classification means that the employee has been assigned to and performs all of the duties of said classification.

Section 23.2. The pay for working out of classification shall be paid to the employee in the next pay period.

Section 23.3. Temporary assignments will not be made for disciplinary reasons.

ARTICLE 24 **SUBCONTRACTING**

Section 24.1. The Employer and the Union agree to meet and bargain the effects of subcontracting, (that would result in the layoff or displacement of current employees), if it arises.

ARTICLE 25 **SUPERVISORY EMPLOYEES**

Section 25.1. Employees excluded from the bargaining unit shall not perform bargaining unit work other than intermittent assistance, high workload conditions or emergency situations.

ARTICLE 26 **JOB BIDDING AND POSTING**

Section 26.1. The Employer will determine when a job vacancy exists, the duties to be included in all classifications and a reasonable standard of quality and performance to be maintained.

Section 26.2. All bargaining unit job openings and new bargaining unit position(s) created by the Employer shall first be offered to employees holding the same classification within the Division of the vacancy. The Employer shall post the vacancy in the general area of the Division (i.e., Division bulletin board or Administrator's office for three (3) working days exclusive of Saturdays, Sundays, and holidays. Employees interested in bidding on a lateral transfer shall submit a letter of interest to the Human Resource Office no later than 4:30p.m. on the final day of posting.

Section 26.3. If two or more employees, from the same classification, apply for the vacancy the employee determined to be the "most qualified" to perform the specific job duties of the position will be awarded the lateral transfer. In order to determine the "most qualified" employee, the Employer will equally consider seniority, education, past work experience, work performance, job skills test results, disciplinary action(s), and sick leave use/abuse. In the event there are two or more candidates determined to be "most qualified," the position will be awarded giving preference in seniority order. In the event there are less than two (2) interested parties for a lateral transfer, the Employer may award the position or proceed with posting as defined in the following Sections of the contract.

Section 26.4. All bargaining unit job openings and new bargaining unit positions not filled as a lateral transfer shall be posted on the bulletin boards for five (5) working days exclusive of

Saturdays, Sundays, and holidays. Non-Bargaining unit positions will also be posted but will be awarded in accordance with Employer policy and not this agreement. The Union shall receive copies of all bargaining unit job postings on the date of the posting. Bids shall be submitted in writing to the Human Resource Officer no later than 4:30p.m. on the final day of posting. All job postings shall contain the following information:

- A. Job Classification;
- B. Description of the job;
- C. A brief description of the primary job functions; and
- D. Pay Grade/rate of pay.

The employee determined to be “most qualified” to perform the specific job duties will be awarded the position. In order to determine the “most qualified” employee, the Employer will equally consider seniority, education, past work experience, work performance, job skills test results, disciplinary action(s), and sick leave use/abuse. In the event there are two or more candidates determined to be “most qualified”, the position will be awarded giving preference in seniority order. If there are less than two (2) successful bidders, the Employer may award the position or shall be free to select applicants from any source.

Section 26.5. Except where an employee receives a new position under provisions of Section 23.1, or in the event of a lateral class change, an employee will receive a three and one-half percent (3½%) increase to his/her hourly rate, or the minimum rate (Article 50), whichever is greater for a promotion to a position in the next higher level of job groupings. A promotion to a position in a job grouping two levels higher will result in a three and one-half percent (3½%) increase to the first level with an additional three and one-half percent (3½%) increase to the second. An employee receiving a promotion to a position in a job grouping three levels higher will result in a three and one-half percent (3½%) increase to the first level, a three and one-half percent (3½%) increase to the second level and a final three and one-half percent (3½%) to the third.

In the event an employee bids down (voluntary demotion) to a position in the next lower job grouping, she/he will receive a three and one-half percent (3½%) decrease in his/her rate of pay. Likewise, a demotion to a job grouping two levels lower will result in a three and one-half percent (3½%) decrease to the first with an additional three and one-half percent (3½%) to the second level. An employee demoting to a position in a job grouping three levels lower will result in a three and one-half percent (3½%) decrease to the first level, a three and one-half percent (3½%) decrease to the second level and a final three and one-half percent (3½%) decrease to the third.

The Employer may temporarily fill vacancies for a period not to exceed six (6) months unless the parties mutually agree to an extension.

Section 26.6. The Employer is under no obligation to select a bidder who has not successfully completed their initial probation as of the date of posting.

Section 26.7. The Employer is under no obligation to select an employee who has changed positions under the provisions of this article within the previous year unless the bid is to a higher paying position.

Section 26.8. When changes in the agency would result in a change in any position's duties, (that change being over twenty percent (20%), a new position description will be created. As new position descriptions are developed, the employer will meet and discuss the qualifications and duties with the Union prior to adopting. Should education requirements be increased, an equivalent combination of education and/or experience will be specified.

ARTICLE 27 **CERTIFICATION**

Section 27.1. Full-time permanent employees of the Agency who have received certification from the State Department of Administrative Services in any position within the Seneca County Department of Job & Family Services shall be deemed certified in any subsequent position to which he may subsequently be promoted, demoted, transferred or otherwise reassigned.

ARTICLE 28 **LAYOFF AND RECALL**

Section 28.1. When the Employer determines that a long term layoff (a period exceeding five (5) workdays) or a job abolishment is necessary, the Employer will discuss the layoff with the Union and the affected employees shall be notified five (5) workdays in advance of the effective date of the layoff or job abolishment.

Section 28.2. Employees will be laid-off in accordance with their seniority. Displaced employees may bump the least senior employee in other positions within the bargaining unit within the same classification (group) or lower classification (group) with the least senior employee(s) ultimately being laid-off.

The order of layoff/bumping shall be as follows:

- A. Within the same group;
- B. Within the next lower group.

The employee must meet the minimum qualifications of the position and be able to perform all of the duties of the position after a thirty (30) day familiarization period.

In no event shall an employee be permitted to bump into a higher group. An employee bumping into a lower group will be paid three and one-half percent (3½%) less than his/her current salary; but not exceeding the maximum pay for the position.

Section 28.3. When employees are laid-off, the Employer shall create a recall list. The Employer shall recall employees from layoff within each classification (Group) as needed. The

Employer shall recall employees from layoff according to seniority, beginning with the most senior employee in the classification (group) and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall as described in this section for a period of one (1) year after the effective date of layoff. Laid-off employees shall be given the opportunity to fill any position for which a vacancy occurs after the layoff, before any new employees are hired, in accordance with their seniority. Laid-off employees may bid on vacant positions. The Employer is responsible for keeping the laid-off employees apprised of any postings. For purposes of this section, date mailed is considered date received. If a bargaining unit member has bumped into a lower group or classification, they will be reinstated to a vacancy in their prior classification or group before any position in that classification or group is filled.

Section 28.4. Notice of recall 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 notices by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 28.5. The recalled employee shall have fourteen (14) calendar days following the date of receipt of the recall notice to notify the Employer of his/her intention to return to work; and, shall fourteen (14) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in this notice. Laid-off employees who refuse recall to their former position for which they are qualified will forfeit all further recall rights and shall be removed from the recall list. Employees who refuse a vacant position in a lower group will remain on the recall list.

Section 28.6. Whenever it becomes necessary to layoff employees in a group, they will be placed on layoff in the following order: temporary, intermittent, seasonal, part-time, and full-time employees. Initial Probationary employees are placed on layoff before regular employees and part-time employees before full-time in each group.

Section 28.7. The groups for the agency as specified in Article 50.

ARTICLE 29 **HOLIDAYS**

Section 29.1. Employees are entitled to the following paid legal holidays:

New Year's Day	First day of January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May (observed)
Independence Day	Fourth day of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	Eleventh day of November
Thanksgiving Day	Fourth Thursday in November

Day after Thanksgiving
½ Day Christmas Eve

Fourth Friday in November
½ day afternoon on the 24th of December;
or, if Christmas falls on a Sunday or
Monday, the ½ day will be observed on
Friday.

Christmas Day

Twenty-fifth day of December

Upon request, an employee may observe a religious holiday, provided that the time off is charged to vacation, compensatory time, personal leave, or leave without pay.

Section 29.2. If the holiday falls on Sunday, it will be observed on the following Monday, if it falls on a Saturday, it will be observed on the preceding Friday.

Section 29.3. In observance of each authorized holiday, employees will be granted the day off from work, with straight time pay, provided the employee has worked the last working day before and the first working day after the holiday, unless such absence has been approved by the Employer.

Section 29.4. If a holiday occurs while an employee is on vacation, such vacation day will not be charged against his/her vacation leave. Such vacation day may be taken later at a time mutually agreeable to the employee and his/her Supervisor.

Section 29.5. If an employee's work schedule is other than Monday through Friday, he/she will be entitled to holiday pay for holidays observed on his/her day off regardless of the day of the week on which the holidays are observed.

Section 29.6. In addition to the holidays enumerated in Section 29.1, any day recognized by the County Commissioners in which they close the courthouse and other County offices shall be included as a holiday.

ARTICLE 30 **PERSONAL LEAVE**

Section 30.1. Employees shall be entitled to four (4) personal days per calendar year, with two (2) personal days being credited January 1 each year, and two (2) personal days credited May 1 each year. Part-time employees shall be credited with personal leave on a pro-rated basis according to the number of hours worked. Any personal days not used by December 31 each year will be lost.

Section 30.2. Notification and approval of the use of personal leave shall be administered by the Director or his/her designee as he/she sees appropriate. Personal leave will be charged in a minimum unit of four (4) hours.

Section 30.3. Personal leave may not be used to extend an employee's date of resignation or date of retirement.

Section 30.4. A non-probationary employee who is separating from employment within the first quarter of the year will be paid at his/her current rate of pay for unused personal days on a prorated basis.

Section 30.5. Personal leave for newly hired employees will be awarded at time of hire on a prorated basis based on date of hire. Personal days may be used during an employee's probationary period and must be used by December 31 of the year they are accrued. While personal time must normally be used in blocks of four (4) hours a newly hired employee may have less than four (4) hours due to pro-rating. An employee in this circumstance may be permitted to use this smaller block of time as long it is used in one block. Probationary employees will not be paid for any unused personal time if separation of employment occurs.

ARTICLE 31
VACATION

Section 31.1. All full-time employees of Seneca County Department of Job & Family Services accrue vacation leave according to the chart below:

After 1 year of service.....	10 days
After 5 years of service	15 days
After 10 years of service	20 days
After 20 years of service	25 days

Section 31.2. Length of service for the purpose of calculating vacation will be in accordance with O.R.C. §9.44. Prior service credit will not apply to an employee who retired before June 24, 1987, and subsequently was rehired after June 24, 1987.

Section 31.3. Vacation scheduling is subject to the approval of the Director.

Section 31.4. Vacation leave is to be taken within the twelve (12) months following the employee's anniversary date. Regardless of the rate of accrual, an employee may not take vacation leave until he/she has been employed by the agency for twelve (12) months. An employee, upon their anniversary date each year, may carry-over no more than a total of two (2) years of accrual vacation credit.

Section 31.5. An employee separating from the Department will be paid for all accrued but unused vacation. Once each year with the first pay of January, employees with at least two (2) weeks of accrued vacation on the books may cash-in up to one (1) week.

Section 31.6. Permanent part-time employees shall receive paid vacation leave proportionate to the number of hours they work during a pay period.

Section 31.7. In the case of the death of an employee, the unused vacation leave shall be paid to the employee's designated beneficiary or the employee's estate.

Section 31.8. Requests for vacation submitted before February 28 each year, will be determined based upon seniority. Requests for vacation submitted after February 28, will be determined on a first-come, first-serve basis.

ARTICLE 32
SICK LEAVE

Section 32.1. Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status up to a maximum of one hundred twenty (120) hours per calendar year, which for the purposes of this article shall include paid vacation, overtime and sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit. Sick leave shall not be advanced prior to its being earned.

Section 32.2. Sick leave shall be charged in minimum units of one-half (½) hour. It is understood that employees will, when possible, schedule medical and dental appointments during off-duty hours. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work.

Section 32.3.

- A. Sick leave shall be granted to an employee upon approval of the Employer and may be requested for the following reasons:
1. Illness or injury of the employee or a member of his immediate family, if the employee's presence is required;
 2. Death of a member of his immediate family (sick leave or vacation leave usage limited to five (5) working days);
 3. Medical, dental or optical examinations or treatment of an employee or a member of his immediate family, which requires the presence of the employee, and which cannot be scheduled during non-working hours;
 4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee; or, when through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others; or
 5. Pregnancy and/or childbirth and other conditions related thereto.
- B. Definition of immediate family for purposes of 1–5 above: parent, spouse, child, grandchild, grandparent, sibling, in-laws or other person who stands in place of a parent. For the purpose of sick leave, the definition of immediate family also includes a sole companion (said designation to be made to the Director no more than once in a six (6) month period), a dependent child or a step relation who resides with the employee. For purposes of funeral leave immediate family is defined as: parent, spouse, child, or other

person who stands in place of a parent. A sole companion (said designation to be made to the Director no more than once in a six (6) month period), a dependent child, or a step relation who resides with the employee, grandchild, grandparent, sibling, in-laws, step relations will be defined as stepparent and/or stepchild.

Section 32.4. The Employer will require a standard, written, signed statement from the employee explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate may be grounds for disciplinary action, including dismissal. Any illness exceeding three (3) days must be accompanied by a doctor's certificate. The physician's statement must include a diagnosis, a statement that the employee is unable to perform his/her duties, a prognosis and, if the employee is returning to work, a statement that the employee is able to resume his/her duties, and any restrictions. If the illness is that of a family member, the physician must also state that the employee's presence is necessary to care for the ill family member.

Section 32.5. When an employee is unable to report to work, he shall notify the supervisor or other designated person, no later than 8:30a.m. on each day of absence and, whenever possible, shall leave a telephone number where the employee may be reached by the Supervisor.

Section 32.6. Employees failing to comply with sick leave rules and regulations shall not be paid and disciplinary action may be taken. Application for sick leave with intent to defraud will result in dismissal and may result in refund of salary or wages paid.

Section 32.7. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. (See requirements for physician's statement above.) Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person. Employees may use medical flex time, Monday through Friday from 7-5:30 within the same week, for medical appointments. Documentation of the appointment must be provided.

Section 32.8. The employer may require, at its own expense that the employee obtain the opinion of a health care provider designated or approved by the employer. If the opinion of the employer's health care provider differs from that of the employee's, the opinion of a third health care provider, jointly approved by the employer and the employee, will be sought. The employer will pay for the third opinion. The opinion of the third provider will be considered final and binding on both parties.

Section 32.9. If an employee is found in capable of performing the duties of his/her position the employee may be placed on sick leave or leave without pay.

Section 32.10. Sick leave Abuse. The Employer can require medical verification and /or take disciplinary action if excessive use or any abuse of sick time is suspected and proven. Examples would include, but are not limited to:

- Patterned use of sick leave (i.e., every Monday or Friday)

- Consistent use of sick leave (i.e., every Tuesday)
- Consistent use of hours as they are accrued
- Limited or no sick leave on the books consistent with seniority or without a verifiable illness of the employee or family member (FMLA time would not apply)
- Calling off on days when vacation or comp time was previously denied

To avoid unnecessary discipline and provide the appropriate number of employees to complete the work, employees should receive coaching/counseling if sick leave abuse is suspected but unproven. All employees will also receive such coaching/counseling after using forty (40) undocumented hours of sick leave in the contract year. FMLA and bereavement leave will not be considered when calculating the forty (40) hours of sick leave for coaching purposes of sick leave.

Section 32.11. The agency will follow the Seneca County Sick Leave Donation Policy. For details see the Personnel Policy Manual.

ARTICLE 33 **SICK LEAVE INCENTIVES**

Section 33.1. Employees will receive the following cash incentives every completed six month period based upon use of undocumented sick leave hours used in the previous six month period ending June 30th and December 31st of each year. To be paid in the following pay period. As stated above, documented leave, FMLA and bereavement leave will not count as used for the calculation of the incentive.

8 hours or less used	Full-time employees	\$150
	Part-time employees	\$75
16 hours or less used	Full-time employees	\$75
	Part-time employees	\$40
32 hours or less used	Full-time employees	\$50
	Part-time employees	\$25

ARTICLE 34 **PERSONAL/EDUCATIONAL LEAVE WITHOUT PAY**

Section 34.1. Educational Leave. Upon the written request of an employee, the Employer may grant the employee an educational leave without pay. Educational leave will not be approved for causes not directly related to either the employee's current position or promotional opportunities within the department.

- A. The maximum duration of leaves without pay for educational reasons shall not exceed a period of thirty (30) days or two hundred and forty (240) hours per calendar year.
- B. The Employer shall notify the Union in regard to educational leaves granted.

- C. An employee on educational leave will not utilize the time granted for purposes of other employment or income.
- D. Upon returning from the leave, the employee is to be placed in their original position, or another position in accordance with the bargaining agreement (layoff language), should the original position be abolished.
- E. If an employee fails to return to work upon the expiration of an authorized educational leave without pay, that employee shall be considered as having resigned from that position.
- F. An employee who has received an authorized educational leave without pay does not earn sick or vacation leave credit. However, time spent on the leave is to be considered in determining length of service for purposes where tenure is a factor.

Section 34.2. Personal Leave Without Pay.

- A. The authorization of leave without pay other than a leave for medical reasons will be approved or denied by the Employer based upon the merits of each request.
- B. Employees shall be entitled to take a medical leave of absence for a period of up to one (1) year. Such leave will be inclusive of the twelve (12) week family and medical leave (see Section 34.2, paragraph A). The employee must provide a Doctor's statement initially and every two (2) months thereafter indicating the employee's disability and medical need for leave and the expected date of return to their regular job duties. Periods of leave exceeding one (1) year and up to a maximum of three (3) years shall be granted at the discretion of the employer.
- C. The Employer shall notify the Union in regard to personal leaves granted.
- D. An employee on leave will not utilize the time granted for purposes of other employment or income.
- E. Upon returning from a leave, an employee will be returned to a position in the classification held at the time of separation. If the classification no longer exists, the employee may be laid off (Article 28, Layoff and Recall).
- F. If an employee fails to return to work upon the expiration of an authorized personal leave without pay, that employee shall be considered as having resigned from that position.
- G. An employee who has received an authorized personal leave without pay does not earn sick or vacation leave credit. However, time spent on the leave is to be considered in determining length of service for purposes where tenure is a factor.

ARTICLE 35
JURY DUTY

Section 35.1. The Employer shall grant full pay and benefits to an employee that is subpoenaed for any court, jury duty, or tribunal hearings, by the United State, the State of Ohio, or a political subdivision. All compensation received for court or jury duty shall be remitted by the employee to the Employer, unless such duty is performed outside of regular working hours.

Section 35.2. If an employee is required to appear in court for personal reasons, he/she is expected to take either vacation leave, or leave without pay, at the discretion of the Director. Whenever possible, an employee shall give at least one (1) week advance notice of the need for such a leave.

ARTICLE 36
MILITARY LEAVE

Section 36.1. The Employer will comply with all state and federal statutes regarding military leaves of absence.

ARTICLE 37
UNION LEAVE/DELEGATE LEAVE

Section 37.1. Union Delegate Time. The union shall be granted paid time for a maximum of one hundred (100) hours for conventions, conferences and training. A union member may serve as a delegate or alternate to the annual Union Convention or a convention of the International Union with advance notice and approval to the employer of five (5) days. Union members wishing to attend additional conventions, conferences and trainings above the one-hundred (100) hours may use leave time to attend as staffing levels allow.

ARTICLE 38
SEPARATION PAY

Section 38.1. Upon retirement by an employee who has served the County for ten (10) years or more, the Appointing Authority shall authorize payment of twenty-five percent (25%) of the employee's accrued but unused sick leave, up to a maximum payment equal to thirty (30) days' pay.

Section 38.2. Upon separation from service for retirement or any other reason, an employee shall be compensated for all earned but unused vacation leave and compensatory time. As used in this article, "retirement" means disability or service retirement under the Public Employees Retirement System at the time of separation.

Section 38.3. In the event of a death of an employee, the estate and/or beneficiary shall receive all accrued monies defined herein.

ARTICLE 39
CONFERENCES AND INSTITUTES

Section 39.1. The parties to this Contract recognize the importance of training and job related conferences and agree to make this a proper matter for discussion at Labor/Management meetings.

Section 39.2. The expenses of employees attending conferences, meetings, or institutes called by the Ohio Department of Job & Family Services are proper administrative expenses. Departure should be on the morning of the scheduled event. If there is justification to arrive the evening before, written authorization from the supervisor must be attached. The authorization must explain why it is necessary to incur lodging expenses on the night before the first day on which official business commenced. A Certificate of Attendance will be issued by ODJFS and must be attached to the employee's claim for reimbursement.

Section 39.3. Authorization to attend job-related conferences and reimbursements for same shall be at the sole discretion of the Director. Requests to attend job-related training or conferences shall be made in writing no later than fourteen (14) calendar days prior to the date of attendance.

Section 39.4. The Employer agrees to post educational opportunities on the Union bulletin board.

Section 39.5. When employees are required to attend same day conferences and/or training all travel time to and from the conferences will be considered hours worked. If employees are totally relieved from duty during their lunch hour such lunch will not be considered hours worked (up to one-half [$\frac{1}{2}$] hour). If employees are required to perform any work (i.e., attend workshop, listen to a speaker) during their lunch hour, such time will be considered hours worked. Employees are still required to work at least eight (8) hours on the day of a conference. When employees are required to attend conferences requiring overnight stay, employees will receive their regular eight (8) hours of pay and shall not be credited for any additional time for travel. Travel time to and from such conferences will be considered hours worked.

ARTICLE 40
TRAINING

Section 40.1. Employees will normally be trained by a supervisor.

ARTICLE 41
TRAVEL EXPENSES FOR JFS BUSINESS

Section 41.1. Employees are to receive payment for expenses incurred while traveling on official agency business when the travel has been authorized by the Employer or designee. Use of the Agency credit card will be made available in accordance with Agency Policy as developed in 41.6.

Section 41.2. Meal and mileage reimbursement will be made under the rules, guidelines, and laws established by the Federal or State government or the Seneca County Board of Commissioners. Tips up to fifteen percent (15%) of allowed meal expense will be reimbursed. Miscellaneous food (i.e., gum, water, pop, and candy) will not be reimbursed.

Section 41.3. To be reimbursed, the employee must carry motor vehicle liability insurance as designated by the Employer.

No reimbursement will be made for travel between home and the agency office except for Social Workers who are assigned on-call (see Article 51).

Reimbursement will be made for meals outside the County that are an integral part of an approved meeting or conference.

Mileage is payable to only one of the two or more employees traveling on the same trip and in the same vehicle. The names of each person must be listed on the travel voucher.

Charges for parking are reimbursable on any day when an employee is entitled to claim reimbursement for travel.

Travel by common carrier may be utilized with the prior approval of the Director.

Section 41.4. All lodging arrangements will be made by the Seneca County Department of Job & Family Services unless circumstances demand differently. Reimbursement for lodging is allowed at the rate established for O.D.J.F.S. employees. Employees required to attend conferences at lodgings that exceed the state rate will be reimbursed at cost. No lodging arrangements will be made within the employee's headquarters county or within the employee's county of residence.

Section 41.5. All expenses must be properly reported on the appropriate forms, and must be submitted for payment by the employee and paid by the Employer in a timely manner.

Section 41.6. A sub-group of the Labor/Management Committee will be established to develop policies, procedures and forms, in consultation with the Auditor's Office, to disburse and/or reimburse funds to employees for approved expenses. These policies will be distributed as needed to keep employees informed of necessary changes.

Some reimbursements may be subject to Federal and /or State income tax.

ARTICLE 42

LIABILITY INSURANCE/LEGAL COUNSEL

Section 42.1. The parties agree that the present practice of legal representation by the County, for employees, and the Liability Insurance coverage shall continue for the life of this Agreement.

ARTICLE 43
EMERGENCY OPERATIONS CANCELLATION

Section 43.1. If the Seneca County Department of Job & Family Services offices are closed or operations cancelled by the County Commissioners and/or Director on a normally scheduled workday, due to inclement weather or other causes, employees will be paid as if they had worked for the time lost.

Section 43.2. On days that the offices are open for business and individual employees are unable to reach their place of employment because of inclement weather, the employee may be allowed, with the approval of the Employer, to use vacation time, legal compensatory time, or leave without pay at the employee's option for the time lost.

ARTICLE 44
HEALTH INSURANCE COVERAGE

All full-time and regular part-time employees are eligible for coverage under the County's group hospitalization insurance program. Employees may obtain coverage in the program by registering with the County Auditor's office. The employee's share of the premiums will be deducted from the employee's paycheck. The employee's contribution to the single and family premiums will be the same as that designated for the nonbargaining County employees paid from the General Fund. Full-time employee contribution shall not exceed twenty percent (20%) of such premiums.

The County Commissioners retain the sole authority to select types of insurance and insurance providers.

IRS Case Section 125, which allows the employee's share of the family plan to be deducted pre-tax, will be placed in effect for all eligible employees.

New full-time hires will be covered with health care insurance at the next available sign-up period. Enrollment periods begin with the first day of the month.

LIFE INSURANCE

A ten thousand dollar (\$10,000.00) term life insurance policy will be provided by the County for all full-time employees.

ARTICLE 45
COLLECTIVE BARGAINING

Section 45.1. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the parties voluntarily and unequivocally waive the right, and each agrees that the other shall not be

obligated, except as provided by other provisions of this Contract, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE 46
WAIVER IN CASE OF EMERGENCY

Section 46.1. In case of an emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Seneca County Commissioners, the Seneca County Sheriff, the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be suspended in order to maintain the mission of the Employer for the citizens of Seneca County.

- A. Time limits for Management or the Union replies on grievances.
- B. Selected work rules and/or Agreements and practices relating to the assignment of all employees.

Section 46.2. Upon the termination of the emergency, should grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 47
DURATION OF AGREEMENT

Section 47.1. This Agreement shall be effective upon signing and shall remain in full force and effect until June 30, 2015.

Section 47.2. If either party desires to modify, amend or renegotiate this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the termination date, nor later than sixty (60) calendar days prior to the termination date of this Agreement. Such notices shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent. The parties will reopen negotiations concerning wages contained in Article 50, which may or may not include across the board increases and/or lump sum increases, and/or minimum and/or maximum for each group. Either party may file, in accordance with R.C. 4117 during April, 2014.

ARTICLE 48
BILINGUAL/SIGN LANGUAGE

Section 48.1. Employees who are designated by the Employer to utilize foreign language (speak, write, read and understand) or American Sign Language during the course of the performance of his/her duties, is eligible to receive a flat hourly rate of five dollars (\$5.00) added to their base rate of pay, prorated to each one-half (1/2) hour per incident. The employer will maintain a list of all qualified employees which will serve all divisions.

Section 48.2. 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. Management will provide additional training as deemed necessary to help employees to perform these additional duties.

ARTICLE 49
LICENSURE RENEWAL

Section 49.1. Employees shall be reimbursed for licensure and certification fees, including renewal fees that are required by management and/or included in their position description in order to perform the functions of their job. Employees receiving such reimbursement for a license or certification as described herein shall commit to continue their employment with the Agency for such license/certification renewal period or pay the cost of such license/certificate and/or renewal fees back to the Agency on a pro-rated basis.

Section 49.2. Employees may submit to the Director or Designee for reimbursement fees for any license/certification and/or renewal fees that are not required by management described above in Section 49.1.

ARTICLE 50
WAGES

Section 50.1. Employees in the bargaining unit will be placed in the following job groupings according to their current classification title:

GROUP B

Custodian
Driver
Word Processor
Maintenance Repair Worker
Clerical Specialist

GROUP C

Financial Assistance Technician
Financial Technician 1
Word Processor 2
Telephone Operator/Receptionist

GROUP D

Computer Technician
Financial Technician 2
Social Services Specialist
Fraud Investigator

Child Support Caseworker
Employment Services Worker
Financial Assistance Caseworker
Child Care Caseworker

GROUP E

Quality Control Reviewer
Fiscal Specialist

GROUP F

Social Services Caseworkers

Section 50.2. The following pay schedule has been established:

SENECA COUNTY DEPARTMENT OF JOB & FAMILY SERVICES
EFFECTIVE JULY 1, 2012

	B	C	D	E	F
Minimum	\$9.75	\$10.64	\$11.20	\$13.11	\$15.02
Maximum	TBD	TBD	TBD	TBD	TBD

SENECA COUNTY DEPARTMENT OF JOB & FAMILY SERVICES
EFFECTIVE JULY 1, 2013

	B	C	D	E	F
Minimum	\$10.00	\$10.89	\$11.45	\$13.36	\$15.27
Maximum	TBD	TBD	TBD	TBD	TBD

Each bargaining unit employee will receive \$.25 per hour increase to their current base rate of pay effective July 1, 2012 and another \$.25 per hour increase effective July 1, 2013.

Each bargaining unit employee will receive a lump sum payment with the last full pay period in June, 2012, and June, 2013, equally one and one-half percent (1½%) of their base rate of pay times 2080 (part-time employees will be prorated). The base rate of pay will include the employees' new rate effective July 1, 2012 and July 1, 2013 and will also include their longevity pay effective those same dates.

Section 50.3. Upon promotion, employees will receive a three and one-half percent (3½%) per hour increase or the minimum rate of the group promoted into, whichever is greater, (See Section 26.5). No additional increase will be granted to promoted employees until the next contract anniversary date.

Section 50.4. Upon voluntary demotion to a position in the next lower job grouping, (See Section 26.5), an employee will receive a three and one-half percent (3½%) decrease in his/her rate of pay. Likewise, a demotion to a job grouping two levels lower will result in a three and one-half percent (3½%) decrease to the first with an additional three and one-half percent (3½%) decrease to the second level. An employee demoting to a position in a job grouping three levels lower will result in a three and one-half percent (3½%) decrease to the first level, three and one-half percent (3½%) to the second level and a final three and one-half percent (3½%) to the third.

Section 50.5. Employees with four (4) or more years of service with the agency shall receive longevity pay pursuant to the following schedule:

<u>Years of Service</u>	<u>Rate</u>
4 through 9 years of service	\$.15 per hour
10 through 14 years of service	\$.30 per hour
15 through 19 years of service	\$.45 per hour

20 through 24 years of service	\$.60 per hour
25 and over years of services	\$.75 per hour

Longevity pay shall be added to the employee's base rate of pay the next pay period after the employee becomes eligible. Amounts listed after the first tier payments and for 2009 are the total amount of the increase not in addition to the previous amount listed.

ARTICLE 51
ON-CALL PAY

Section 51.1. On-call shall be defined as non-business hours and Social Services Caseworkers will normally be asked to respond to only those calls originating outside regular business hours. Employees on-call will not be required to conduct regular business during their on-call hours. This work will be assigned in accordance with the overtime call-out.

Section 51.2. Social Services Caseworkers assigned to On-Call shall carry the on-call phone during all non-business hours, remain within a forty-five (45) minute drive time of the Seneca County DJFS building, and will maintain themselves in a work-ready (alcohol free) condition. Such employees are required to return phone calls within five (5) minutes. Eligible employees shall be assigned for a calendar week period starting Tuesday at 4:30p.m. lasting until the following Tuesday at 7:15a.m., or other non-business hours so designated by the Seneca County DJFS. A schedule will be posted which provides for eligible Social Services Caseworkers to rotate on-call on an equal basis.

Section 51.3. On-Call employees may exchange days with other eligible employees. However, the primary employee is responsible for arranging the on-call coverage and the Employer will not adjust on-call pay for exchanges, except if the exchange is for the entire week, then the employee working the on-call will receive the payment.

Section 51.4. Employees will be compensated one hundred twenty dollars (\$120.00) for each week they are on On-Call status and will be compensated an additional twenty-five dollars (\$25.00) for each week so assigned that includes a holiday (as recognized in Article 29) or agency scheduled furlough days. For any worker on On-Call pay status, all hours worked that week will be rounded up to the nearest 15 minute increment. For any worker on On-Call pay status, all hours worked that week will receive time and one-half (1½) their regular rate of pay for all on-call hours worked, including any travel time to and from their home. Each On-Call worker will maintain an On-Call Compensation Form and will record all hours worked on On-Call status. On-call hours worked will not be included on the worker's regular time sheet, as these hours are not considered part of the employee's forty (40) hour week. Example: The On-Call worker has worked thirty-eight (38) hours as of Friday at 4:30p.m.. The On-Call worker is instructed to respond to an on-call emergency prior to completing the last two hours of their forty (40) hour workweek. The On-Call worker must complete their forty (40) hour week prior to the end of the work week, Saturday at 11:59p.m.. The On-Call worker can work an additional two (2) hours of regular work prior to the end of the workweek or take approved leave to complete the forty (40) hour week. If the worker requests to use leave time, it must be approved by a supervisor prior to the end of the workweek.

ARTICLE 52
APPLICATION OF THE OHIO CIVIL SERVICE LAW

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 Administrative Services do not apply to bargaining unit employees.

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 except that complete lists of person having passed Civil Service Examinations be provided to the Employer, when requested, for selection of original appointments.

Disputes between management and the Union with regard to assignment of duties, pay rates on newly established positions or revised positions, classification of employees and job audits, will be resolved through labor management conferences or through the Grievance Procedure.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives this 5th day of JUNE, 2012.

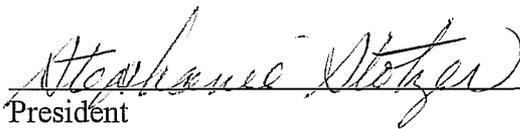
FOR THE EMPLOYER
SENECA COUNTY DJFS

FOR THE UNION
A.F.S.C.M.E.

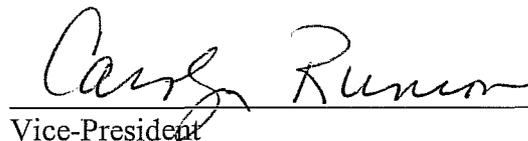

Kathy Oliver
Department Director


AFSCME Staff Representative

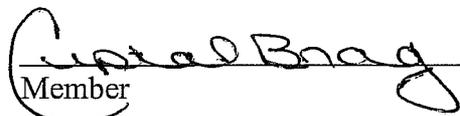

Benjamin Nutter, Commissioner


President


Jeffery Wagner, Commissioner

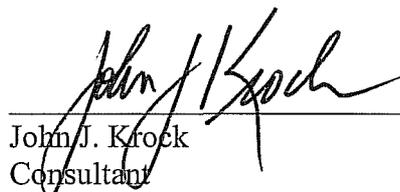

Vice-President


David Sauber, Commissioner


Member

Approved as to Content:


Member


John J. Krock
Consultant

Member

MEMORANDUM OF UNDERSTANDING

The Employer and the Union agree to work together as part of Labor/Management meetings to discuss and possibly develop a performance based incentive plan. If such plan cannot be mutually agreed to by April, 2014, this issue will become part of the Wage Reopener identified in Section 47.2 of the Agreement.

FOR THE EMPLOYER:

FOR THE UNION:

Date Submitted: _____

Date Signed: _____