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**AGREEMENT BETWEEN**

**THE TUSCARAWAS COUNTY  
JOB AND FAMILY SERVICES**

**AND**

**AFSCME - OHIO COUNCIL 8  
LOCAL #2308**

**Case No. 2012-MED-06-0600**

**September 1, 2012 – August 31, 2015**

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**ARTICLE 1**  
**PREAMBLE/PURPOSE**

This agreement, entered into by the Tuscarawas County Job and Family Services, hereinafter referred to as the "Employer," and the American Federation of State, County, and Municipal Employees (AFSCME), Ohio Council 8, Local #2308, 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 the peaceful and equitable adjustment of grievances which may arise in connection herewith.

**ARTICLE 2**  
**UNION RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit in reference to wages, hours and terms and conditions of employment. Wherever used in this agreement, the term "bargaining unit" shall be deemed to include those individuals employed by the Employer in the following classifications:

Administrative Assistant 1/ Transportation Coordinator	Public Inquiries Assistant 1
Account Clerk 2	Records Management Officer
Clerical Specialist	Social Program Coordinator
Custodial Worker	Social Service Aide 2
Employment Services Counselor	Social Service Worker 1
Employment Services Representative	Social Service Worker 2
Income Maintenance Aide 2	Social Service Worker 3
Income Maintenance Worker 2	Statistics Clerk
Income Maintenance Worker 3	Trainer
Investigator 1	Typist 2
Investigator 3	Vehicle Operator 1
Maintenance Repair Worker 3	Word Processing Specialist 2
	Word Processing Specialist 3

**Section 2.** All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit, including all management-level employees, professional employees, confidential employees, and supervisors as defined in the Act, including:

Account Clerk 2, New State Plan; Administrative Assistant to the Director (one [1] employee – confidential); Attorney Supervisor; County Job and Family Services Administrator; Attorney; Management Information Systems Specialist 2; Management Information Systems Supervisor; Eligibility/Referral Supervisory 1; Fiscal Supervisor; Fiscal Specialist; Clerical Supervisor; Social Services Supervisor 1; Social Services Supervisor 2; and Social Services Worker 4.

**ARTICLE 3**  
**NEW JOB CLASSIFICATIONS**

If, during the term of the agreement, the Employer establishes a classification(s) which did not exist on the effective date of this agreement, the Employer shall notify the Local Union of such newly created classification(s). Said notification shall be given to the Union no later than five (5) work days following the Employer's receipt of acceptance from the Department of Administrative Services of the newly created classification. Further, upon request from the Local Union, the Employer shall meet to discuss whether such classification(s) warrants inclusion or exclusion from the bargaining unit. The Local Union shall request such meeting within five (5) work days following the date the Employer notified the Union. The parties shall meet within ten (10) work days following the date the Union submitted the request for the meeting. Under the standards of ORC 4117, if the Employer and the Union cannot agree at the meeting, either party may petition the State Employment Relations Board (SERB) for a final determination.

**ARTICLE 4**  
**MANAGEMENT RIGHTS**

**Section 1.** Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Tuscarawas County Job and Family Services in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall, or to reprimand, suspend, discharge or discipline for just cause to maintain order among employees;
- B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- D. To determine the department's goals, objectives, programs and services, and to utilize both internal and external personnel in a manner designed to effectively meet these purposes;
- E. To determine the size, composition, and duties of the work force, the number of shifts required; to establish work schedules; to establish hours of work; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including but not limited to the assignment of employees, duties to be performed, qualifications required, and areas worked;
- F. To relieve employees from duty due to lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the department;

- G. To determine when a job vacancy exists and the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the overall budget;
- K. To maintain and improve the efficiency and effectiveness of the Employer's operation; and
- L. To determine and implement necessary actions in emergency situations.

**Section 2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

## **ARTICLE 5** **NON-DISCRIMINATION**

**Section 1.** Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, genetic history, military status, race, color, disability, national origin, Union membership/non-membership. The Union shall share equally with the Employer the responsibility for applying this provision of the agreement.

**Section 2.** All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

## **ARTICLE 6** **RULES AND REGULATIONS**

**Section 1.** The Union recognizes that, except as otherwise expressly limited in this agreement, it is the exclusive right of the Employer, in order to carry out its statutory mandates and goals, to maintain order, to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

**Section 2.** The Employer agrees that to the extent that such work rules, regulations, policies and procedure are reduced to writing, every affected bargaining unit employee shall have access to them for the duration of this agreement.

Copies of newly established written work rules, regulations, policies or procedures, or amendments to existing work rules will be furnished to the Union no less than five (5) work days prior to the effective date of such rules, regulations, policies or procedures. Work rules, regulations, policies or procedures affecting health and safety issues or those effectuated because of emergency situations,

including compliance with applicable federal and/or state laws, shall be furnished to the Union upon the completion of the final draft form.

**Section 3.** 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. Work rules, regulations, policies and procedures shall be reasonably applied and uniformly enforced.

**ARTICLE 7**  
**CORRECTIVE ACTION**

**Section 1.** No form of disciplinary action will be taken against any employee except for just cause.

**Section 2.** Disciplinary action may include: (a) verbal warning; (b) written reprimand; (c) suspension without pay; (d) reduction; or (e) discharge from employment.

**Section 3.** Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline will take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

**Section 4.** Records of disciplinary action shall have force and effect according to the following schedule based on severity of offenses, provided there have been no intervening disciplinary actions taken during the same time period:

Verbal Warning or Written Reprimand	18 months
Suspensions of Any Duration	24 months

**Section 5.** Suspensions, reductions or discharges may be appealed in an expedited fashion by filing a grievance at Step 3 of the grievance procedure within three (3) working days of receipt of the order of discipline.

**Section 6.** The Employer and the Union agree that all disciplinary procedures shall be carried out in private and in a businesslike manner.

**Section 7.** Whenever the Employer determines that an employee may be subject to disciplinary action, which could result in loss of pay and/or loss of position, a predisciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation regarding the alleged offense. A notice of the predisciplinary conference shall be provided to the employee and Steward at least two (2) work days in advance, and shall contain a general description of the alleged offense and the charges against the employee. Copies of any exhibits, if any, will be provided to the employee at the predisciplinary conference. The employee shall have the right to have a Union representative present at the conference if she so desires.

An employee shall also have the right to Union representation during investigatory interviews where the employee reasonably believes disciplinary action may result. The employee may notify the Union of the interview or meeting. An employee may waive Union representation.

An employee has the right to waive, in writing, the predisciplinary conference. An employee has the right to waive, in writing, Union representation during any stage of the disciplinary process.

## **ARTICLE 8** **GRIEVANCE PROCEDURE**

**Section 1.** The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application 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 2.** All grievances must be processed at the proper step in order to be considered at subsequent steps.

The aggrieved employee or the Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not 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 mutual written consent of the Employer and the Union.

**Section 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 effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

### **Step 1 – Informal**

Within three (3) working days from the occurrence of an alleged incident, or from an employee's knowledge of such alleged incident, any employee, along with the Union steward if requested by the employee, having a complaint or grievance may file it orally with his/her immediate supervisor. The supervisor will respond orally to attempt a resolution within one (1) working day from receipt of the oral complaint.

### **Step 2**

If the oral response was not satisfactory, the employee may at that time notify the supervisor that he/she will be putting the complaint or grievance in writing. The written complaint or grievance must be presented to the immediate supervisor within five (5) working days from the date the alleged

incident occurred. Within three (3) working days from the date the employee first presented his/her complaint, the supervisor will write and deliver his/her response.

**Step 3**

If the complaint or grievance is still not resolved, the Union or the employee may pursue the matter by presenting the form to the Director within three (3) working days of the reply received in Step 2. The Director shall within three (3) working days, meet with those concerned and attempt to resolve the matter, and return his/her written response within three (3) working days.

**Step 4 – Arbitration**

Should a grievant, after receiving the written answer to his grievance at Step 3 of the grievance procedure, still feel that the grievance has not been resolved to his satisfaction, he may, through the Union, request that it be heard before an arbitrator. The Union must make written application to the Director for arbitration within thirty (30) calendar days of his receipt of the written answer from the Director at Step 3, and it is understood that the Union shall make the determination as to whether to arbitrate the grievance. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the Employer.

In the event a grievance has been submitted to arbitration within the thirty (30) calendar day period, as described herein, the parties may mutually agree to attempt to resolve the issue utilizing mediation. If the parties mutually agree to mediation, the following shall apply:

Either party may contact the State Employment Relations Board (SERB) or the Federal Mediation and Conciliation Service (FMCS) within a ten (10) work day period following the selection of an arbitrator. The mediation session shall take place as soon as possible subject to the availability of the mediator. Any cost associated with the mediation session shall be shared equally by the parties.

Nothing discussed, submitted, exchanged, proposed, and/or rejected by the parties shall be utilized by either party in the arbitration hearing should the mediation session fail to resolve the issue in dispute.

Upon receipt of a request for arbitration, the Employer or his designee and the representative of the Union shall, within ten (10) working days following the request for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. One party shall be the first to strike a name and alternate in this manner until one name remains on the list. The Union shall be the first to strike a name from the list for the first grievance, the Employer shall strike first on the second grievance, and the parties will alternate in a like manner from then on. 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 Federal Mediation and Conciliation Service once only and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation

and Conciliation Service. Prior to the scheduled date of the hearing, the parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on the issue presented 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 or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated. 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 a date not more than five (5) working days prior to the date the grievance was first presented to the Employer at the appropriate step 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. 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, on the same day.

The decision of the arbitrator shall be binding on all parties. Any cost involved in obtaining the list of arbitrators shall be shared by both parties. All costs directly related to the services of the arbitrator shall be paid by the losing party.

Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.

**Section 4.** All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. Grievied employee's name and signature.
2. Grievied employee's classification.
3. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.

4. Date grievance was filed in writing.
5. Date and time grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident giving rise to the grievance.
8. Specific articles and sections of the agreement violated.
9. Desired remedy to resolve the grievance.

**Section 5.** A grievance may be brought by any bargaining unit employee. Grievances that affect more than one (1) employee may be filed as a group grievance. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting said employees, one (1) employee selected by such group will process the grievance. When a group grievance is filed, the grievance shall identify by name all bargaining unit employees alleged to be affected by the resolution of the grievance.

**Section 6.** Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates.

**Section 7.** For purposes of this article, work days shall be defined as those days upon which the employee was scheduled to perform services for the Employer. In counting work days at each step of the grievance procedure, the parties agree to count the work days of the employee when the employee is the moving party and the work days of the Employer when the Employer is the responding party.

**Section 8.** The Employer shall provide the Union with a list of management's designated representatives for each step of the grievance procedure.

## **ARTICLE 9** **NO STRIKE/NO LOCKOUT**

**Section 1.** The Union agrees that it shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, in any strike, walkout, work stoppage, slowdown or any interference of its members of any operation or operations of the Employer for the duration of this agreement.

No employee shall engage in any strike, sit-down, slowdown, sit-in, cessation or stoppage of work of any kind with the Employer's operations.

**Section 2.** The Union shall cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of Section 1. In the event a violation occurs, the Union shall immediately notify all employees that such action is a violation of this agreement and is subject to possible discharge or other disciplinary action. Such

discharge or disciplinary action of the employee is subject to the grievance procedure. The Union will promptly request and advise all employees to cease the violation and to return to work at once.

**Section 3.** The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union during the term of this agreement. A violation of this section shall entitle the employee or employees to wages due to any lockout.

## **ARTICLE 10** **SENIORITY**

**Section 1.** "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer (Tuscarawas County Job and Family Services). A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

**Section 2.** Employees shall lose all seniority and rights upon any of the following:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff in excess of twenty-four (24) months;
- D. Failure to return to work within three (3) days of recall from layoff, unless the failure to return within such three (3) days is not within the control of the employee, or within such three (3) days the Employer agrees to an alternate date for the employee to return to work;
- E. Failure to return to work upon expiration of a leave of absence;
- F. Absence of three (3) or more consecutive work days without calling in;
- G. Absence of three (3) or more consecutive work days without reasonable excuse;
- H. Resignation from employment with the Department;
- I. Absence from employment for a period of two (2) or more years for any cause, except military leave of absence.

**Section 3.** Employees shall continue to accrue seniority during the following:

- A. Absence while on approved paid or unpaid leave not exceeding two (2) years;
- B. Military leave of absence;

C. Layoff not to exceed twenty-four (24) months.

**Section 4.** The Employer shall update agency seniority lists semi-annually and provide a copy to the Union.

## **ARTICLE 11** **HOURS OF WORK/OVERTIME**

**Section 1.** This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions, provided such part-time positions do not replace full-time 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 2.** The standard work week for all full-time employees covered by the terms of this agreement shall be forty (40) hours, exclusive of a lunch period. The standard work week for all part-time employees shall be at least twenty-four (24) hours, but no more than thirty-two (32), exclusive of a lunch period, except in emergency situations. The work week shall be computed between 12:01 a.m. on Sunday of each calendar week and at 12:00 o'clock midnight the following Saturday.

**Section 3.** When an employee is required by the Employer to be in active pay status for more than forty (40) hours in a calendar week, as defined in Section 1 above, he shall be paid overtime pay for all time in active pay status in excess of the forty (40) hours herein; or, at his/her option, he may elect to take compensatory time off pursuant to Article 12, "Compensatory Time." Overtime pay shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay.

**Section 4.** Whenever an unplanned/unscheduled situation arises that requires an employee to work past his normal work hour/work shift, and said time results in an employee being eligible for overtime payment (pursuant to Article 11, Section 3), the eligible employee shall have the option of flex time, compensatory time, or a cash payment.

Planned and/or scheduled situations that require an employee to start earlier or work past his normal work hour/work shift(s) may be "flexed."

## **ARTICLE 12** **COMPENSATORY TIME**

**Section 1.** Employees electing to take compensatory time off in lieu of pay for overtime hours worked shall so inform the Employer and shall be permitted to take one and one-half (1 1/2) hours compensatory time for every eligible overtime hour worked.

**Section 2.** Employees may not accumulate or maintain more than forty (40) hours compensatory time to their credit.

**Section 3.** Compensatory time must be taken within twelve (12) months of its being earned by an employee.

**Section 4.** The taking of compensatory time by employees is subject to the workload requirements of the agency and may be denied if workload requirements so mandate. Twenty-four (24) hour advance notice of the intended use of compensatory time shall be given the Employer by the employee unless emergency circumstances make such notification impossible, in which case the Employer may waive the advance notice requirement.

**Section 5.** An employee will be entitled to compensation, at time and one-half (1 1/2) of the applicable rate of pay, i.e., the rate at which it was earned, for all actual overtime hours worked and not compensated by use of compensatory time within the limits of this article, upon separation or layoff, or the expiration of the twelve (12) month period from the date such compensatory time was earned.

### **ARTICLE 13** **ON-CALL REQUIREMENTS AND COMPENSATION**

**Section 1.** When the Employer requires that an employee in Social Services be “on-call,” such employee shall:

- A. Receive a minimum of twenty-five dollars (\$25.00) for each day Monday through Thursday, thirty dollars (\$30.00) Friday through Sunday, and thirty-five dollars (\$35.00) for the recognized holidays described in Article 29 and for Christmas Eve, except Christmas Day and New Year’s Day, where such payment will be forty dollars (\$40.00), that they are on such duty; and
- B. Be paid at one and one-half (1 1/2) times their normal hourly rate for all hours actually worked in excess of their regularly scheduled eight (8) hour work day, or be paid a minimum of four (4) hours computed at normal hourly pay, whichever is greater; or
- C. Receive compensatory time computed at one and one-half (1 1/2) times that amount of time actually worked in excess of their regularly scheduled eight (8) hour work day. Should an employee elect to receive compensatory time in lieu of a cash payment, as described in “B” above, such time shall be credited at a minimum of four (4) hours straight time or at time and one-half (1 1/2) for all hours worked, whichever is greater. Such compensatory time shall be credited and used pursuant to the restrictions and requirements of Article 12, “Compensatory Time.”
- D. The method of compensation received shall be at the employee's option.

**Section 2.** Those employees assigned on call duty shall be required to carry a pager/cell phone at all times during the period of such duty. Employees who are subject to on-call duty must be able to respond within a one-half (1/2) hour travel time period of the county seat or make temporary lodging arrangements within a one-half (1/2) hour radius while performing on-call duty.

**Section 3.** The Employer shall be responsible for assigning the on-call rotation schedule. Employees assigned on-call duty may trade duty with another qualified employee, providing the Employer has prior notice of such trade. The on-call duties shall be assigned as equally as practicable among qualified employees holding the position of Social Service Worker 3.

**Section 4.** For the purpose of this section only, “time worked” shall include all hours required for an employee to complete an “on-site” visitation while in “on-call” status including all required travel time. Specifically excluded shall be time an employee in “on-call” status may spend in telephone consultation and assessment.

**Section 5.** If an employee is required to use their private vehicle for an on-site visitation call, they shall be compensated for their mileage at the rate pursuant to Article 27, Section 1, of this agreement. Mileage will be paid from the site the call was received to the on-call site and to the return to the site of the call or to the employee’s home, whichever is applicable.

**Section 6.** An employee that has approved leave will not be placed on the on-call schedule during the employee’s scheduled vacation. Any employee that submits a vacation request after the on-call schedule has been posted must find a replacement to cover his on-call responsibilities; otherwise, the employee’s vacation request will be denied by the Employer.

Approved leave, for purposes of this section, shall be defined as Monday – Thursday and/or Friday – Sunday.

On-Call schedule will be available by:

11/15 – 1/1 January – March

2/15 – April – June

5/15 – July – September

8/15 – October – December

## **ARTICLE 14** **BARGAINING UNIT WORK**

Work that is customarily performed by employees in the bargaining unit shall not be performed by supervisors or other unqualified employees on a regular basis except under the following or like conditions:

A. In the event of an emergency.

- B. Work necessary to restore and/or maintain normal daily operations when qualified bargaining unit members are not readily or immediately available.
- C. During periods of instruction or training or demonstrating proper methods or procedures.
- D. In the event of a temporary absence of a bargaining unit worker, with the supervisor limited to no more than ten percent (10%) of the affected employee's duties and responsibilities.

**ARTICLE 15**  
**VACANCY AND PROMOTIONS**

**Section 1.** The parties agree that all appointments to positions covered by this agreement, other than original appointments, shall be filled in accordance with this article.

**Section 2.** Whenever the Employer determines that a permanent vacancy exists within the bargaining unit, a notice of vacancy shall be posted on the employees' bulletin board for five (5) work days. During the posting period, anyone not in initial new hire probationary status wishing to apply for the vacant position shall do so by submitting a written Tuscarawas County Job and Family Services 119 Employment Application. Such application must contain all documentation supporting applicant's ability to meet the minimum qualifications for the job as determined by the Employer. The Employer shall not consider any applications submitted after the posting date deadline at 4:30 p.m. on the fifth (5<sup>th</sup>) agency work day, or which do not meet the minimum qualifications for the job.

**Section 3.** The position posting notice shall state the following:

1. classification title;
2. pay range;
3. unit and immediate supervisor;
4. position description;
5. minimum qualifications;
6. person to contact for applying;
7. deadline for submitting application.

**Section 4.** All timely-filed applications shall be reviewed by the Employer considering the following criteria: qualifications, education, previous job performance, excluding probationary evaluations unless no other evaluation exists, disciplinary record, work experience, and seniority.

**Section 5.** If two (2) or more employees are substantially equal in meeting the criteria outlined in Section 4 above, then seniority shall govern in the awarding of the position.

**Section 6. Lateral Transfer.** The Employer shall give preferential consideration to a timely-filed application of an employee who is in the same classification as the vacant position and is, therefore, requesting a position control number change to the vacant position. Whenever two (2) or more employees are requesting a position control number change to the vacant position, the Employer

shall consider the following criteria: education, disciplinary record, previous job performance, and seniority.

An employee shall be limited to one (1) position control number change in a twelve (12) month period.

**Section 7.** A promotion is defined as the transfer of an employee to a position within the bargaining unit which carries a higher salary range than that previously held. The promoted employee shall be placed in a step which allows at least a four percent (4%) increase in the base pay.

A demotion is defined as the transfer of an employee to a position within the bargaining unit which carries a lower pay range than that previously held. An employee who is demoted shall be placed in the step of the lower pay range which is closest, without exceeding his prior hourly rate of pay.

**Section 8.** The position shall be awarded to the individual whom the Employer determines best meets the criteria outlined in Section 4. If an employee is selected, he/she shall be compensated at the appropriate rate on the first day he/she is assigned the new job title. Individuals who are awarded a bargaining unit position, pursuant to this article, shall not be certified against. It is understood, however, that affected employees shall remain subject to Article 18, Probationary Periods. In addition, an employee who successfully completes the initial one (1) calendar year probationary period shall be considered a certified, permanent employee for all purposes. It is specifically understood and agreed that the Department of Administrative Services shall have no jurisdiction or authority over bargaining unit employees who have completed an initial probationary period.

**Section 9.** If no employee submits an application for the position, or if an employee(s) has applied but no employee is deemed qualified for the position, then the Employer may fill the position in the following order:

- A. First consideration will be given to non-bargaining unit applicants holding certification in the vacant classification.
- B. Next consideration will be given to those applicants from any established open and competitive certified eligible list for the classification of the vacancy.
- C. Next consideration will be given to any other applicants from outside the agency.
- D. In the event a declared vacancy is posted, and an employee is awarded said vacancy, but prior to occupying the vacancy the employee is awarded a different position, the Employer agrees to re-post the vacancy for one (1) work day. Previously filed applications will also be considered.

**Section 10.** If the vacancy is filled by making an original appointment from any established open and competitive certified eligible list for the classification of the vacancy, as set forth in Section 9 (B), then such eligible list shall include all of the names of the persons who have successfully passed the examination. Any examining agency shall provide a copy to the Employer of the complete list of persons passing the examination. The rule of fifteen (15) will apply.

**Section 11.** Once the selection has been made, the Employer will notify all applicants and the Union of the selection.

**Section 12.** Employees who are absent for the entire posting period of a vacancy due to vacation, approved sick leave, or approved leave of absence, and are interested in applying for a vacancy, shall, prior to beginning such leave, give written notification to the Director that they wish to be considered along with other applicants on the basis of the criteria set forth in Section 4 herein. In the event of a bona fide emergency where the employee is unable to submit such notification prior to leaving, the Employer will accept the notification provided it is received within five (5) work days following the effective date of the leave. The Employer shall contact such employees for the purpose of soliciting additional application data from such employees or a waiver from the employee for that posting.

An employee must be available to assume the duties of the position within thirty (30) days of notification of their selection.

**Section 13.** Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis, pursuant to Article 16, "Temporary Assignment and Pay."

**Section 14.** Employees awarded a promotion shall be moved to the new position within sixty (60) days of the award.

## **ARTICLE 16** **TEMPORARY ASSIGNMENT AND PAY**

**Section 1.** The Employer may temporarily assign employees to other classifications based on the needs of the agency in instances such as absenteeism, replacement for short term or long term leaves of absence, and short term need for additional manpower. Employees may decline temporary assignments to supervisory positions excluded from the bargaining unit. Any employee within the bargaining unit who is temporarily assigned to duties of a position with a higher pay range than the employee's own shall be paid the greater of (a) the classification salary base of the higher level position, or (b) a rate of pay at least five percent (5%) above his current base rate of compensation, for all hours so assigned upon the completion of two (2) days in the assignment, and retroactive to the time the assignment began and for the duration of the assignment. Those assigned a lower classification will receive no less than their normal rate of pay for all hours assigned and worked.

A temporary work level may be assigned for the Protective Services Supervisor on an hourly basis due to Comprehensive Assessment Planning Model – I.S. (CAPMIS) requirements.

**Section 2.** Temporary assignments made to fill vacancies pending permanent filling of such vacancies will not normally exceed one six (6) week term. Extensions may only be based on unavailability of qualified applicants.

**Section 3.** Temporary assignments replacing persons on long term leaves of absence (in excess of six [6] weeks) may be continued until six (6) weeks beyond the expiration of such leave, pending the decision to permanently replace a severed employee. Further extensions may only be based on the mutual agreement of the Employer and the Union. Such temporary assignments due to long term leaves of absence shall be made based on the procedures set forth in Article 15, "Vacancy and Promotions."

Temporary assignments made to fill newly established positions whose bargaining unit status is pending before SERB shall continue until such time as SERB has rendered its binding decision pursuant to Article 3, "New Job Classifications."

## **ARTICLE 17** **LAYOFF AND RECALL**

**Section 1.** When the Employer determines that a long term layoff or job abolishment is necessary, it shall notify the affected employees fourteen (14) days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees.

**Section 2.** The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority and their ability to perform the remaining work available without further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with least seniority will be laid off first.

**Section 3.** Any bargaining unit employee receiving notice of layoff shall have up to three (3) work days following receipt in which to exercise his right to bump any less senior employee within the same classification series, provided the more senior employee does possess the skill, ability and qualifications to perform the work without further training.

In the event an employee is unable to bump in accordance with the above-referenced procedure, said employee may bump the least senior employee within a classification(s) previously held provided:

1. The bumping employee has more seniority than the employee who is to be bumped; and
2. The bumping employee meets the minimum qualifications in effect in the classification/position when and where the bumping occurs.

An employee who is bumped from his position shall have three (3) work days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability and qualifications to bump another employee as described herein shall be laid off and placed on the appropriate recall list.

**Section 4.** Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of

their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training, beyond that training which they would have received had the layoff not occurred.

**Section 5.** Notice of recall from a layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 6.** The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) 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 the notice.

## **ARTICLE 18** **PROBATIONARY PERIODS**

**Section 1.** Every newly hired and/or transferred employee will be required to complete a probationary period. The probationary period shall begin on the first day for which an employee receives compensation from the Employer and continue for a period not to exceed one (1) calendar year.

Said employee(s) may be terminated any time during the above-referenced applicable probationary period and shall have no appeal over such removal.

**Section 2.** Any employee who has been awarded a vacant full-time position, pursuant to Article 15 herein, will be required to successfully complete a probationary period in the new position. The probationary period shall begin on the effective date of the appointment and shall continue for a period of one (1) calendar year. An employee who evidences unsatisfactory performance in the new position may be returned to his former job duties any time during the probationary period. During the first twenty (20) work days of this probationary period, an employee may choose to return to their former position, or if applicable, employment status. An employee who does not successfully complete probation or chooses to return to his position shall be paid his former rate of pay.

**Section 3.** Any probationary employee who has lost work time due to sick leave, an authorized leave of absence, or vacation leave in excess of five (5) consecutive days, shall have his/her probationary period extended by the length of time lost. Said extension shall be computed on a day-for-day basis; that is, for each work day lost, the probationary period shall be extended an additional work day.

## **ARTICLE 19** **DUES DEDUCTION**

**Section 1.** The Employer agrees to deduct Union membership dues in accordance with this article for all employees eligible for the bargaining unit.

**Section 2.** The Employer agrees to deduct regular Union membership dues during the first and second pay of each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

**Section 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. 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.** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization, in accordance with the terms of this agreement. An employee may revoke their individual "check-off" authorization by giving a written notice to the Employer and the Union. Said notice shall include proof of service (i.e., certified, registered letter). Upon receipt of written notice, the Employer shall be relieved of such individual "check-off" deduction in the applicable pay period following said receipt.

**Section 5.** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

**Section 6.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

**Section 7.** One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

**Section 8.** Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this agreement.

**Section 9.** The Employer agrees to forward to the Treasurer, care of Controller, AFSCME, at the address designated by the Union, a warrant in the amount of the deduction with an alphabetical listing of employees from whom deductions have been made, to be transmitted to the Controller with a copy to the Union no later than the tenth (10th) day following the payroll period in which the deductions were made.

**Section 10.** Each bargaining unit employee hired after the effective date of this agreement who is not a member of the Union and/or any employee who, during the term of the agreement, becomes a member and withdraws his membership pursuant to Section 4 herein, shall as a condition of employment pay a fair share fee to the Union. The obligation to pay the fair share fee shall commence either upon execution of this agreement or sixty-one (61) days following an employee's date of hire, whichever is later. Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. The Union shall prescribe a rebate and challenge procedure which complies with applicable state and federal law. Fair share fees shall be deducted and transmitted to the Union in the same manner as regular dues. The Employer shall provide the Union with an alphabetical list of names, social security numbers, and addresses of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction.

**Section 11.** 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 in writing to the Employer within sixty (60) days after the date such 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 12.** The Union warrants and guarantees that no provision of this article violates the law or constitution of either the United States of America or the State of Ohio. Should the Employer be sued by any person or entity or charged by any administrative agency on any theory arising in any way out of this article, the Union shall indemnify the Employer for all expenses it incurs in its defense including, but not limited to, reasonable legal fees. The Union shall indemnify the Employer for any award made against it as a result of this article.

## **ARTICLE 20** **BULLETIN BOARDS**

**Section 1.** The Employer agrees to provide space for bulletin boards in agreed upon areas of each facility for use by the Union.

**Section 2.** 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.

**Section 3.** All other notices posted on the bulletin boards must receive prior approval of the Employer or his designated representative. It is also understood that no material 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 4.** No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union.

## **ARTICLE 21** **UNION REPRESENTATION**

**Section 1.** The Employer agrees to admit not more than two (2) Union staff representatives to the Employer's facilities during the Employer's normal office business hours, Monday through Friday. The staff representative(s) shall be admitted to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein. Normally, twenty-four (24) hours advance notice of such staff representative visits will be provided to the Employer. However, the parties recognize that circumstances sometime exist which make such advance notification impossible, and the Employer agrees in such cases to waive the twenty-four (24) hour advance notice requirements upon the Union's reasonable demonstration of such circumstances. In any case, upon arrival, the Union staff representative shall identify himself to the Employer or the Employer's designated representative before entering any work area or speaking to any bargaining unit employee.

**Section 2.** The Employer shall recognize four (4) employees to act as Union stewards for the purpose of processing grievances in accordance with the grievance procedure.

**Section 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:

- 1. Name
- 2. Address
- 3. Home telephone number
- 4. Union office held

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

**Section 4.** The investigation and writing of grievances shall be on non-duty time. In contrast, the actual processing of grievances, commencing with the filing of the grievances at the appropriate step of the grievance procedure, may be on duty time. In addition, if grievance hearings, including arbitration and/or mediation hearings, are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing. Further, an employee (limited to one [1]) who participates in the East Central Ohio Labor/Management meeting that is held during the employee's regular work hours shall not suffer any loss of pay.

**Section 5.** Rules governing the activity of Union representatives are as follows:

1. 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.
2. The Union representative and/or an employee shall not leave his respective work area/unit to conduct authorized Union activities without first notifying his immediate supervisor.
3. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.
4. The Union employee official (president, vice-president, or stewards) 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.

**Section 6.** It is agreed between the parties that, when applicable, the designated Union representative shall be permitted a reasonable period of time with a new bargaining unit employee(s) to advise said individual of the functions of Local 2308. Such time shall be included in the New Employee Orientation schedule.

## **ARTICLE 22** **UNION LEAVE**

Employees elected or appointed delegates to conferences or conventions conducted by the Union shall be granted time off without pay to attend such conferences or conventions. Such Union leave shall not exceed a total of seven (7) work days per calendar year for the bargaining unit, subject to the workload requirements of the Employer. To be eligible for the use of such Union leave, employees shall give at least seven (7) calendar days advance notice whenever possible of the intended use of such Union leave. No more than two (2) bargaining unit employees may utilize such Union leave simultaneously.

**ARTICLE 23**  
**UNION MEETINGS**

**Section 1.** Meetings of the Union shall be permitted on the Job and Family Services Department property when such meetings are not held during the regularly scheduled hours of the participants on the day in question; when there is an unscheduled meeting room available at the agency; and when an agency employee is on duty who has the responsibility for securing the building.

**Section 2.** It is the Union's responsibility to notify the Employer at least twenty-four (24) hours in advance of such meetings as outlined in Section 1 of this article for scheduling purposes. However, the parties recognize that circumstances sometime exist which make such advance notification impossible, and the Employer agrees in such cases to waive the twenty-four (24) hour advance notice requirement upon the Union's reasonable demonstration of such circumstances.

**ARTICLE 24**  
**LABOR/MANAGEMENT MEETINGS**

**Section 1.** In the interest of sound labor/management relations, unless mutually agreed otherwise, every month on a mutually agreeable day and time, the Director and/or his designee(s) shall meet with not more than six (6) employee representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

**Section 2.** An agenda will be devised at the end of each labor/management meeting for the next scheduled meeting. The purpose of such meeting shall be to:

- A. Discuss the administration of this agreement;
- B. Disseminate general information of interest to the parties;
- C. Discuss ways to increase productivity and improve efficiency;

**Section 3.** It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible. Neither party shall be obligated to attend more than four (4) special labor/management meetings in any contract year.

**Section 4.** One (1) Union representative may attend East Central Ohio Labor/Management meetings during regular scheduled work hours without loss of pay; however, any sub-committee work is not compensable.

**ARTICLE 25**  
**SAFETY AND SECURITY**

**Section 1.** The Employer shall provide a safe, healthful, and well-maintained working place, including parking lots.

**Section 2.** A committee is to be formed with two (2) non-bargaining unit employees designated by the Employer and two (2) bargaining unit employees designated by the Union to meet regularly, or when deemed necessary, to discuss and recommend safe and healthful working conditions and procedures for all employees and to suggest rules and regulations to carry out the committee's recommendations.

**Section 3.** All unsafe conditions shall be immediately reported by the employee to the employee's supervisor. The supervisor shall attempt to resolve the safety complaint. If the supervisor is unable to resolve the safety complaint, it shall be forwarded to the Director or his designee who will determine if corrective action can be implemented to eliminate or reduce the potential danger or hazards. If, after action is taken by the Director, the employee believes the reported unsafe working condition still exists, the employee may request that the issue be submitted to the above-referenced committee for review.

**Section 4.** When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer will provide personal protective equipment. Failure to utilize or wear safety equipment and/or personal protective equipment that has been deemed necessary shall subject the offending employee to disciplinary action.

## **ARTICLE 26** **BREAK AREA**

**Section 1.** The Employer agrees to maintain a lunch room/break area with refrigerator, microwave, and vending machines.

**Section 2.** Subject to the provisions of Section 3 herein, employees shall have two (2) fifteen (15) minute break periods, one in each half of their regularly scheduled work day/shift, or shall have up to three (3) five (5) minute break periods in each half of their regular scheduled work day/shift.

**Section 3.** In the event an employee is absent for two (2) hours or more on either the first and/or second half of her work shift, the individual will not be eligible for the break period(s), described in Section 2 herein, during the aforementioned portion of his shift.

## **ARTICLE 27** **TRAVEL ALLOWANCE AND MILEAGE**

**Section 1.** If an employee is required to use a privately or personally owned vehicle to travel to required conferences, state meetings, or any other use as a condition of employment, then compensation for said use will be reimbursed at the rate of forty-six cents (\$.46) per mile, unless increased by the Board of County Commissioners. When two (2) or more employees are attending the same conference or state meetings, said employees shall utilize the same vehicle, when practical.

**Section 2.** Employees using their personal vehicle must carry liability insurance in limits set by the Ohio Financial Responsibility Law.

**Section 3.** Reimbursement of conference expenses will be made upon proper presentation of receipts, subject to the approval of the Director.

**Section 4.** Expenses incurred for meals while in the performance of County business or when authorized to represent the County, and when such business occurs outside of the County, will be reimbursed at actual cost. However, such reimbursement shall not exceed the daily maximum(s) established by the Board of County Commissioners and defined herein.

Meals will be reimbursed at fifteen dollars (\$15.00) per day when out-of-county business, including travel time, is less than twelve (12) hours.

Meals will be reimbursed at thirty dollars (\$30.00) per day when out-of-county business, including travel time, is twelve (12) hours or more.

Meals from 12:00 a.m. to 11:00 a.m. will only be reimbursed when overnight lodging is required and approved for the preceding night. See overnight expenses for requirements.

Receipts for all meals incurred are required and may include a meal gratuity, not to exceed fifteen percent (15%) per meal. Alcohol and entertainment expenses are non-reimbursable. Whenever a meal(s) is provided/included in the registration fee for an authorized conference, training session, or other official county business, the daily maximum amounts described herein shall not apply.

Itineraries, brochures, or other documents describing the conference, training session, or other official county business must be submitted along with all receipts for reimbursement.

**Section 5.** Every attempt will be made to pre-pay by master billing on conferences that are pre-planned and where attendance is required. If not pre-paid, then employees will be reimbursed upon presentation of receipts.

**Section 6.** Expenses covering the actual cost of lodging not exceeding one hundred dollars (\$100.00) per night, plus tax, will be reimbursed in full when an employee travels out of the county on official job-related county business for required conferences, etc., when such travel requires an overnight stay. Payments will be made upon proper presentation of receipts. It is recommended that employees attending required conferences share a room whenever possible and/or practicable. Exceptions to this section may be allowed, as authorized by the Director.

**Section 7.** When travel is required, charges incurred for parking and any highway tolls are reimbursable at the actual amount, upon proper presentation of receipts. No expense reimbursements are paid for travel between an employee's home and the agency.

**Section 8.** When employees are required by the Employer to attend conferences and/or state meetings, and the travel time to and from such events occur outside the employee's normal work

hours but during the employee's normal work day, such time will be compensated at the applicable rate of pay in accordance with the provisions of Article 11, "Hours Of Work/Overtime."

**ARTICLE 28**  
**VACATION**

**Section 1.** Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon the length of service, as follows:

<b><u>Length of Service</u></b>	<b><u>Vacation</u></b>
less than 1 year	none
1 year but less than 8 years	80 hours
8 years but less than 15 years	120 hours
15 years but less than 25 years	160 hours
25 years or more	200 hours

Such vacation leave shall be accrued to employees at the following rates:

<b><u>Annual Vacation Entitled To</u></b>	<b><u>Credited Per Pay Period</u></b>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

Vacation for part-time permanent employees will be granted on a pro-rated basis based on the actual hours worked and the length of service after one (1) year of continuous service.

An employee on an unpaid leave of absence shall not earn the aforementioned vacation credit hours during such period.

**Section 2.** New employees of the Employer may be entitled vacation service credit earned in other state or local government agencies in Ohio during previous periods of employment.

**Section 3.** No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the Employer.

**Section 4.** Vacations shall be taken in minimum increments of actual time off. Vacation time is to be scheduled in accordance with the workload requirements of the Employer.

**Section 5.** Vacation leave may be accrued up to the maximum amount as listed below:

**Credited Per Pay Period**

**Maximum Accrual**

3.1 hours	160 hours
4.6 hours	240 hours
6.2 hours	320 hours
7.7 hours	400 hours

**Section 6.** Days specified as holidays in this agreement shall not be charged to an employee's vacation leave.

**Section 7.** An employee is entitled to compensation, at his current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to his credit at time of separation or layoff, and in addition, shall be compensated for any unused vacation leave accrued to his credit, to the maximums set forth in this article.

**Section 8.** In the case of the death of any employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid to the deceased employee's spouse, or to the estate of such employee.

**ARTICLE 29**  
**HOLIDAYS**

**Section 1.** All full-time permanent employees shall receive time off with full pay for the following holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve (one-half [1/2] day, taken in the second half of the work day)
Labor Day	Christmas Day

**Section 2.** Holidays falling on a Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday.

**Section 3.** Full-time permanent bargaining unit employees shall receive eight (8) hours, or four (4) hours when applicable, of holiday pay whether or not they work on a holiday.

**Section 4.** Employees who work on a holiday shall be compensated at one and one-half (1 1/2) times their normal hourly rate of pay for all hours worked on the holiday, when working in the time period recognized as the holiday, in addition to receiving their automatic holiday pay.

**Section 5.** If a holiday occurs during a period of sick or vacation leave of an employee, the employee shall draw normal pay and shall not be charged for sick leave or vacation for the holiday.

**Section 6.** An employee on unpaid leave of absence shall not receive payment for the holiday. Further, an employee on an unpaid leave of absence for the entire work day before a holiday shall not receive payment for the holiday.

**Section 7.** Nothing contained herein shall prohibit the Employer from granting additional time off with pay during the term of this agreement. Any action/non-action regarding this section shall not be subject to the grievance procedure.

### **ARTICLE 30** **SICK LEAVE**

**Section 1.** Sick leave credit shall be earned at the rate of three and seven tenths (3.7) hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of twelve (12) days, or ninety- six (96) hours per year. Unused sick leave shall accumulate without limit.

**Section 2.** An employee who has prior service with the State of Ohio, or any political subdivision thereof, shall be given credit for any earned but unused sick leave balances as a result of such prior public employment upon verification of such balances to the Employer, except that deduction shall be made for any payment or credit given by the previous employer in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from such public service shall be placed on his credit, as provided by this section, upon his re-employment with the Employer, provided that such re-employment takes place within ten (10) years from the date on which the employee was last separated from public service.

**Section 3.** If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with the appropriate sections of this agreement.

**Section 4.** Sick leave shall be charged according to actual time used for such purpose. Employees shall be charged for sick leave only for days upon which they would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

**Section 5.** Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

- A. Illness or injury of the employee or of a member of his/her immediate family;
- B. Death of a member of the employee's immediate family;

- C. Medical, dental, or optical examination or treatment of the employee or his/her immediate family which cannot be scheduled during non-working hours;
- D. A member of the immediate family is afflicted with a contagious disease and due to exposure to the contagious disease the presence of the employee at his job would jeopardize the health of others; and
- E. Pregnancy and/or childbirth and other conditions related thereto.

**Section 6.** Up to five (5) days sick leave may be granted to the employee in the event of a death in the employee's immediate family, defined as follows: employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, stepparents, stepchildren, step siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis). Funeral leave days must be consecutive work days and include the day of the funeral. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive work days will be scheduled with the approval of the Employer.

**Section 7.** The Employer shall require an employee to furnish a standard written and signed statement explaining the nature of the illness to explain the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

**Section 8.** When an employee is unable to work, he/she shall speak directly with the supervisor or other designated person no later than 8:30 a.m. on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

**Section 9.** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud shall be grounds for disciplinary action including dismissal, together with a refund by the employee of any salary or wages paid in connection with such non-compliance by the employee.

**Section 10.** The Employer may require a physician's statement from an employee upon the employee's return to work should any of the following situations occur:

- A. if medical attention is required;
- B. if the employee is absent from work for three (3) or more consecutive days;
- C. if the Employer suspects abuse or misuse of sick leave.

For purposes of this article/section, examples of acceptable documentation will include a physician's statement signed by the physician, hospital/emergency room bills, and/or proof of death in the family.

**Section 11.** The Employer may require that the employee submit to an examination by a licensed physician or psychologist. The Employer shall choose the examiner. If the results of such examination are disputed by the employee, the employee may obtain and submit to the Employer a second opinion through a physician or psychologist of his own choice. The employee shall be responsible for all costs involved in his own examination by the doctor of his choosing. If the two diagnoses are in conflict, there shall be a third examination by a practitioner selected jointly by the Employer's doctor and the employee's doctor. The Employer and employee shall divide the costs associated with the third doctor's evaluation.

**Section 12.** In the event an employee who has been in active pay status for a minimum of a full calendar year uses eight (8) hours or less of sick leave during all pay periods (twenty-six [26] or twenty-seven [27], whichever is applicable) within that calendar year, said employee will be granted one (1) personal leave day with pay to be used during the next calendar year. The scheduling of this personal leave day shall be in accordance with Article 32, "Personal Days."

### **ARTICLE 31** **CONVERSION OF UNUSED SICK LEAVE**

**Section 1.** Employees who are both eligible for and who elect to take their public employees retirement benefits shall be entitled to convert accrued but unused sick leave to a cash payment on the following basis:

After completion of ten (10) years of continuous service with Tuscarawas County, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed two hundred forty (240) hours of pay calculated at one-fourth (1/4) of nine hundred sixty (960) hours of sick leave accrued but unused.

**Section 2.** Employees who die shall be considered to have terminated their employment as of the date of their death, and shall be eligible for such sick leave payment for which they would otherwise qualify under this article. To qualify for such payment, such deceased employee shall have had, prior to the date of death, ten (10) years of continuous service with Tuscarawas County, and have been eligible to receive PERS benefits prior to death. Such payment shall be made in accordance with ORC 2113.04 or paid to the employee's estate.

**Section 3.** In the event an employee's death is a result of illness or injury sustained in the performance of his or her regular duties, the employee's spouse or estate shall be paid the employee's accrued but unused sick leave to a maximum of one thousand (1,000) hours. Additionally, the "ten (10) years of continuous service" requirement shall not apply.

### **ARTICLE 32** **PERSONAL DAYS**

**Section 1.** Four (4) personal leave days shall be granted to each full-time employee, regardless of pay status, each calendar year, to be earned and credited to the employee as follows: one (1) day

(eight [8] hours) on January 1; one (1) day (eight [8] hours) on April 1; one (1) day (eight [8] hours) on July 1, and one (1) day (eight [8] hours) on October 1.

**Section 2.** The taking of personal leave by employees is subject to the workload requirements of the agency and may be denied if workload requirements so mandate. Twenty-four (24) hours advance notice of the intended use of personal leave shall be given the Employer by the employee unless emergency circumstances make such notification impossible, in which case the Employer may waive the advance notice requirement.

**Section 3.** Personal leave shall be taken in increments of actual time used.

**Section 4.** Employees will be paid for said personal leave at their normal hourly rate of pay.

**Section 5.** Up to three (3) personal leave days credited to an employee but not used by December 31 of that year shall be transferred and credited to that employee's accrued sick leave balance. Further, should an employee retire, in accordance with Article 31, any unused personal leave shall be transferred to the employee's sick leave balance.

### **ARTICLE 33** **COURT LEAVE**

**Section 1.** The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation for jury duty must be submitted to the Fiscal Officer, unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of a scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those for Worker's Compensation, Unemployment Compensation, and Board of Review hearings. It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay, unless an employee elects to use available compensatory time, vacation time, and/or personal leave.

### **ARTICLE 34** **UNPAID LEAVES OF ABSENCE**

Employees may be granted the following types of unpaid leaves of absence:

A. **Disability Leave And Disability Separation**

If an employee becomes unable to perform the duties of his position due to a disabling illness, injury, or condition, including pregnancy, he shall be granted a disability leave for up to six (6) months upon presentation of appropriate medical evidence. If the employee is unable to return to active work status within six (6) months due to the same or related disabling illness, injury, or condition, the employee will be given a disability separation. If an employee is placed on disability leave without pay, and is subsequently given a disability

separation, the total combined time of absence due to the disability shall not exceed three (3) years for purposes of reinstatement rights. A satisfactory written documentation substantiating the cause, nature, and extent of the disabling illness, injury, or condition shall be required prior to the granting of a disability separation, unless the employee is hospitalized at the time the leave is to begin or the disability separation is given. If an examination is requested by the Employer, the Employer shall bear the cost of the examination. Upon the employee's return from disability leave or disability separation, he shall be returned to the same or similar position within the employee's former classification. If the employee's former classification no longer exists, the employee shall be assigned to a similar classification. If no similar classification exists, then a layoff situation may occur pursuant to Article 17, "Layoff and Recall."

B. Personal Leave Of Absence

The Employer may grant a leave of absence without pay to any bargaining unit employee. The employee must request, in writing, all leaves of absence without pay. The request shall state reasons for taking leave of absence and the dates for which such leave is being requested. Upon such written request, leaves may be granted for a maximum duration of six (6) months for any personal reason. Renewal or extension beyond the maximum allowed shall not be granted except as otherwise specifically provided in this article.

C. Educational Leave

Provided an employee has completed at least two (2) years of service with the Tuscarawas County Job and Family Services, an educational leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance at any level. An employee shall submit to the Employer pertinent information relating to the training for which the educational leave is requested.

D. Child Care Leave

Any employee may, at the discretion of the Employer, be granted a leave of absence without pay for purposes of child care. All requests for leave of absence without pay for purposes of child care shall be considered on a non-discriminatory basis without regard to the sex of the employee. An adoptive parent's request for leave of absence for purposes of child care shall be considered on the same basis as that of a biological parent under similar circumstances.

E. Family And Medical Leave

Eligible employees may be granted Family and Medical Leave, in accordance with the Employer's policy in effect at the time such leave is requested.

F. Authorization For Leave

The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on the standard Request For Leave Form. Upon demand by the employee, the Employer must furnish to the employee the reasons for denial of the request for an unpaid leave of absence.

G. Sick Leave Credit And Vacation Credit During Leave

An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

H. Abuse Of Leave

If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

I. Reinstatement From Leave

Upon completion of a leave of absence, the employee is to be returned to the same or similar position within the employee's former classification. If the employee's former classification no longer exists, the employee shall be assigned to a similar classification. If no similar classification exists, then a layoff situation may occur pursuant to Article 17, "Layoff and Recall."

**ARTICLE 35**  
**HOSPITALIZATION AND LIFE INSURANCE**

**Section 1.** The Employer shall provide to all full-time bargaining unit employees the same health care insurance plans that are available to non-bargaining unit Tuscarawas County employees. The health insurance shall be made available to all bargaining unit employees pursuant to the same terms and conditions as apply to all non-bargaining unit Tuscarawas County employees, except as set forth below.

An employee shall contribute the same amount toward the cost of the health insurance premium as is paid by all non-bargaining unit employees of Tuscarawas County, with a maximum payment of no more than sixty dollars (\$60.00) per month, per employee, effective September 1, 2009. The remainder of the cost for the monthly health insurance premium(s) shall be funded by the Employer.

**Section 3.** The Employer shall provide a ten thousand dollar (\$10,000) death benefit for each full-time bargaining unit employee.

**ARTICLE 36**  
**PERS PICK-UP UTILIZING THE SALARY REDUCTION METHOD**

**Section 1.** The Employer shall pick-up contributions to the Ohio Public Employees Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions:

- A. The amount to be “picked-up” on behalf of each employee shall be eight and one-half percent (8.5%) of the employee's gross annual compensation or any statutorily mandated increase. The employee's annual compensation shall be reduced by an amount equal to that “picked-up” by the Employer for the purpose of City, State and Federal Tax.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
- C. The parties agree that should the rules and regulations of the IRS or retirement system change make this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/ Employer contributions.

**ARTICLE 37**  
**WAGES**

**Section 1.** Full-time bargaining unit employees shall receive the following increases:

Effective September 1, 2012, each bargaining unit employee shall receive a 1.5% wage increase.

Effective September 1, 2013, each bargaining unit employee shall receive a 1% wage increase.

Effective September 1, 2014, each bargaining unit employee shall receive a 1% wage increase.

**Section 2.** Full-time bargaining unit employees shall receive the applicable hourly rate of pay in accordance with Appendix “A” herein. Such appendix is made part of this agreement.

It is further understood and agreed that longevity payment for such bargaining unit employees shall continue for such employees in accordance with Appendix “A” herein.

**Section 3.** Full-time bargaining unit employees hired into the Social Service Worker III classification after the effective date of this agreement may be compensated, in accordance with prior experience in a directly related field, as determined by the Director, subject to the following:

- 2 years experience start at Step 3
- 3 years experience start at Step 4
- 4 years experience start at Step 5
- 5 years experience start at Step 6

Employee(s) who possess and/or earn a master's degree in the required educational qualifications shall receive an annual lump sum payment of five hundred dollars (\$500.00). Written verification of the educational qualifications shall be submitted to the Director.

**Section 4.** An employee who obtains and maintains an accreditation for a Child Development Certificate or a Certified Fraud Investigator shall, in addition to their hourly rate of pay, receive a fifteen cent (\$.15) per hour payment.

An employee who achieves and maintains a state licensure as a Licensed Social Worker (LSW), a Licensed Professional Counselor (LPC), a Licensed Independent Social Worker (LISW), or Licensed Professional Clinical Counselor (LPCC) shall, in addition to their hourly rate of pay, receive a fifty cent (\$.50) per hour payment.

### **ARTICLE 38** **EDUCATIONAL ALLOWANCE**

**Section 1.** The Employer shall provide an educational allowance, not to exceed one thousand dollars (\$1,000.00), per contract year, per bargaining unit employee, for educational courses that are related to an employee's classification duties and/or coursework that has been deemed beneficial to the Agency by the Director. The Director may limit the number of employees who may participate in this program at any given point in time. In order to be eligible for such allowance, employees must meet the following requirements:

1. be a full-time employee;
2. must have completed one (1) year of service with the Tuscarawas County Job and Family Services;
3. receive prior approval of the course from the Director;
4. Must successfully complete the course with a "C" grade or equivalent or better.

**Section 2.** After an employee has received the initial approval of the intended course from the Director, and has enrolled/registered with the applicable educational agency, the employee shall notify the Business Office. Such notification shall include written documentation of registration. The Employer shall submit payment directly to the educational agency for the specified amount, not to exceed the limit as defined in Section 1 herein.

**Section 3.** Upon the successful completion of the course, as described in Section 1 (4) herein, the employee shall submit to the Director or the Business Office verifiable documents such as a certificate of completion of the course or the final grade, whichever is applicable.

In the event an employee does not successfully complete the course, the employee shall reimburse the Employer any/all monies paid to the educational agency.

**Section 4.** For the purpose of this article, the educational allowance payment made by the Employer shall not include the cost of books, materials, and/or supplies related to the approved course/coursework.

**Section 5.** It is understood and agreed that the application of the provisions of this article are based solely on funds being available and/or reimbursement procedures required of the Employer. In the event these funds become unavailable, the Employer agrees to notify the Union/affected employee as soon as reasonably possible.

**ARTICLE 39**  
**WAIVER IN CASE OF EMERGENCY**

**Section 1.** In cases of any emergency declared by the President of the United States, the Governor of the State of Ohio, the County Commissioners, the Sheriff, or the Federal or State legislature, such as acts of God, the following conditions of this agreement may automatically be suspended:

- A. time limits for Management or the Union's replies on grievances; and
- B. all work rules, agreement and/or practices relating to the assignment of all employees.

**Section 2.** Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

**Section 3.** "Emergency" shall be defined as any natural phenomenon or act of man which creates a condition of emergency beyond the capability of the affected local government to control and resolve, utilizing its locally available forces and resources, and any imminent threat of widespread or severe damage, personal injury and hardship, or loss of life and property resulting from any natural phenomenon or act of man.

**ARTICLE 40**  
**SEVERABILITY**

Should any part of this agreement or any provision contained herein be declared invalid by operation of law by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part of provisions shall not invalidate the remaining portions hereof and they shall remain in force and effect. In the event any provisions herein are so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

**ARTICLE 41**  
**SUBCONTRACTING**

During the term of this agreement, subcontracting may occur for documented purposes of efficiency or economy; availability of funding; in the event that there are insufficient employees to perform the

necessary work; or when employees do not have the skill, ability, technical knowledge, or training and equipment to perform such work.

Any subcontracting that is presently, historically, and/or legally mandated or required in the future to be performed may continue and/or be completed for the duration of the agreement at the discretion of the Employer and in accordance with the applicable sections of Article 4.

**ARTICLE 42**  
**SUCCESSOR**

This agreement shall be binding upon the successors and assignees of the parties hereto.

**ARTICLE 43**  
**APPLICATION OF CIVIL SERVICE**

In accordance with the provisions of Ohio Revised Code (ORC) section 4117.10 (A), all provisions listed in the table of contents of this agreement are intended to supercede and/or prevail over conflicting and/or additional subjects found in ORC section 124.01 through 124.56, ORC sections 325.19, 9.44, and 4111.03.

**ARTICLE 44**  
**MISCELLANEOUS**

Dues shall be deducted from bargaining unit members during the first and second pay of each month, and shall be forwarded to the Controller of AFSCME Ohio Council 8 in accordance with Article 19 of this agreement.

**ARTICLE 45**  
**DURATION OF AGREEMENT**

**Section 1.** This agreement shall be effective as of September 1, 2012, and shall remain in full force and effect until August 31, 2015.

**Section 2.** If either party desires to modify or amend this agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than forty-five (45) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving the notice of intent.

**Section 3.** The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the exercise of that right and opportunity are set forth in this agreement. Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred

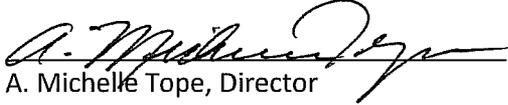
to or covered in the agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this agreement.

**Section 4.** This agreement constitutes the entire agreement between the parties, and all other agreements, written, oral or otherwise, are hereby canceled.

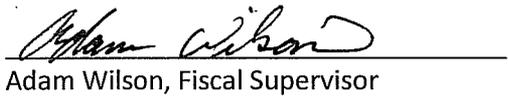
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives  
this 7<sup>th</sup> day of JANUARY, 2013.

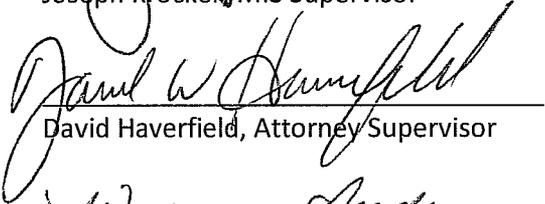
**For the Tuscarawas  
County Job and Family Services**

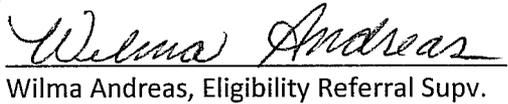
  
A. Michelle Tope, Director

\_\_\_\_\_  
Veronica Spidell, Social Services Department  
Manager

  
Adam Wilson, Fiscal Supervisor

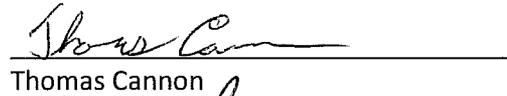
  
Joseph Krocker, MIS Supervisor

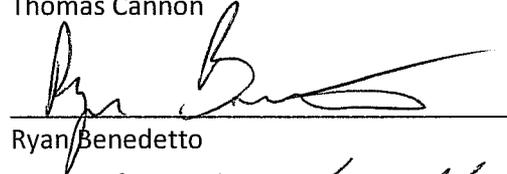
  
David Haverfield, Attorney Supervisor

  
Wilma Andreas, Eligibility Referral Supv.

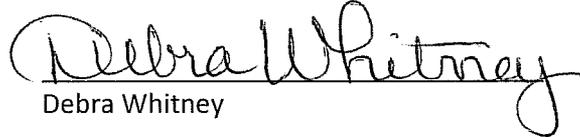
  
Mandy Prosser, Social Services Worker 4

**For AFSCME, Ohio Council 8  
Local #2308**

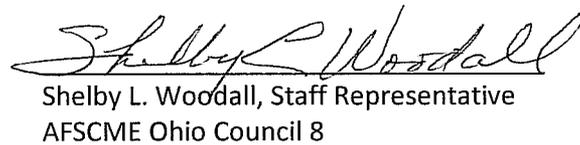
  
Thomas Cannon

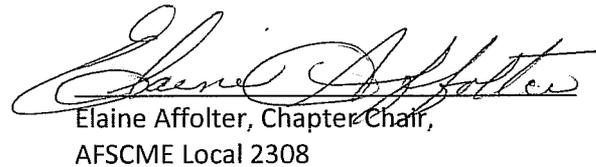
  
Ryan Benedetto

  
Cynthia McGuire

  
Debra Whitney

  
Barbara DeBord

  
Shelby L. Woodall, Staff Representative  
AFSCME Ohio Council 8

  
Elaine Affolter, Chapter Chair,  
AFSCME Local 2308

**For the Tuscarawas County  
Board of Commissioners**

  
Chris Abbuhl, President

  
Kerry Metzger, Commissioner ~~Commissioner~~ President

  
Belle Everett, Commissioner

## APPENDIX A

Effective September 1, 2012 1.5%

<b>Pay Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>2</b>							
Hourly	10.31	10.58	10.93	11.28	11.68		
Bi-Weekly	824.99	846.10	874.52	902.13	934.61		
Annual	21449.79	21998.70	22737.62	23455.43	24299.91		
<b>3</b>							
Hourly	10.78	11.07	11.44	11.86	12.26		
Bi-Weekly	862.34	885.89	915.12	948.42	980.90		
Annual	22420.94	23033.19	23793.22	24658.82	25503.30		
<b>4</b>							
Hourly	11.28	11.68	12.07	12.47	12.84		
Bi-Weekly	902.13	934.61	965.47	997.95	1027.18		
Annual	23455.43	24299.91	25102.17	25946.65	26706.68		
<b>5</b>							
Hourly	11.86	12.26	12.67	13.08	13.41		
Bi-Weekly	948.42	980.90	1013.38	1046.67	1072.65		
Annual	24658.82	25503.30	26347.78	27213.37	27888.95		
<b>7</b>							
Hourly	13.08	13.41	13.81	14.27	14.69	15.28	
Bi-Weekly	1046.67	1072.65	1105.13	1141.67	1174.96	1222.06	
Annual	27213.37	27888.95	28733.43	29683.47	30549.06	31773.56	
<b>25</b>							
Hourly	11.42	11.86	12.26	12.67	13.08	13.41	
Bi-Weekly	913.50	948.42	980.90	1013.38	1046.67	1072.65	
Annual	23751.00	24658.82	25503.30	26347.78	27213.37	27888.95	
<b>26</b>							
Hourly	12.07	12.36	12.84	13.22	13.61	14.02	
Bi-Weekly	965.47	989.02	1027.18	1057.22	1088.89	1121.37	
Annual	25102.17	25714.42	26706.68	27487.82	28311.19	29155.67	
<b>27</b>							
Hourly	12.67	13.08	13.41	13.81	14.27	14.69	15.27
Bi-Weekly	1013.38	1046.67	1072.65	1105.13	1141.67	1174.96	1221.25
Annual	26347.78	27213.37	27888.95	28733.43	29683.47	30549.06	31752.45
<b>28</b>							
Hourly	13.41	13.81	14.27	14.69	15.27	15.88	16.47
Bi-Weekly	1072.65	1105.13	1141.67	1174.96	1221.25	1270.78	1317.88
Annual	27888.95	28733.43	29683.47	30549.06	31752.45	33040.28	34264.78
<b>29</b>							
Hourly	14.27	14.69	15.27	15.88	16.47	17.27	18.01
Bi-Weekly	1141.67	1174.96	1221.25	1270.78	1317.88	1381.21	1440.49
Annual	29683.47	30549.06	31752.45	33040.28	34264.78	35911.51	37452.69
<b>30</b>							
Hourly	15.28	15.87	16.47	17.28	18.01	18.76	19.73
Bi-Weekly	1222.06	1269.97	1317.88	1382.02	1440.49	1500.58	1578.53
Annual	31773.56	33019.17	34264.78	35932.62	37452.69	39014.98	41041.73

## APPENDIX A

Effective September 1, 2013 1%

Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
<b>2</b>							
Hourly	10.41	10.68	11.04	11.39	11.80		
Bi-Weekly	833.24	854.57	883.27	911.15	943.96		
Annual	21664.29	22218.69	22965.00	23689.99	24542.91		
<b>3</b>							
Hourly	10.89	11.18	11.55	11.98	12.38		
Bi-Weekly	870.97	894.75	924.28	957.90	990.70		
Annual	22645.15	23263.52	24031.16	24905.40	25758.33		
<b>4</b>							
Hourly	11.39	11.80	12.19	12.59	12.97		
Bi-Weekly	911.15	943.96	975.12	1007.93	1037.45		
Annual	23689.99	24542.91	25353.19	26206.11	26973.75		
<b>5</b>							
Hourly	11.98	12.38	12.80	13.21	13.54		
Bi-Weekly	957.90	990.70	1023.51	1057.13	1083.38		
Annual	24905.40	25758.33	26611.25	27485.50	28167.84		
<b>7</b>							
Hourly	13.21	13.54	13.95	14.41	14.84	15.43	
Bi-Weekly	1057.13	1083.38	1116.18	1153.09	1186.71	1234.28	
Annual	27485.50	28167.84	29020.77	29980.31	30854.55	32091.30	
<b>25</b>							
Hourly	11.53	11.98	12.38	12.80	13.21	13.54	
Bi-Weekly	922.64	957.90	990.70	1023.51	1057.13	1083.38	
Annual	23988.51	24905.40	25758.33	26611.25	27485.50	28167.84	
<b>26</b>							
Hourly	12.19	12.48	12.97	13.35	13.75	14.16	
Bi-Weekly	975.12	998.91	1037.45	1067.80	1099.78	1132.59	
Annual	25353.19	25971.56	26973.75	27762.70	28594.30	29447.23	
<b>27</b>							
Hourly	12.80	13.21	13.54	13.95	14.41	14.84	15.42
Bi-Weekly	1023.51	1057.13	1083.38	1116.18	1153.09	1186.71	1233.46
Annual	26611.25	27485.50	28167.84	29020.77	29980.31	30854.55	32069.97
<b>28</b>							
Hourly	13.54	13.95	14.41	14.84	15.42	16.04	16.63
Bi-Weekly	1083.38	1116.18	1153.09	1186.71	1233.46	1283.49	1331.05
Annual	28167.84	29020.77	29980.31	30854.55	32069.97	33370.68	34607.42
<b>29</b>							
Hourly	14.41	14.84	15.42	16.04	16.63	17.44	18.19
Bi-Weekly	1153.09	1186.71	1233.46	1283.49	1331.05	1395.02	1454.89
Annual	29980.31	30854.55	32069.97	33370.68	34607.42	36270.63	37827.21
<b>30</b>							
Hourly	15.43	16.03	16.63	17.45	18.19	18.95	19.93
Bi-Weekly	1234.28	1282.67	1331.05	1395.84	1454.89	1515.58	1594.31
Annual	32091.30	33349.36	34607.42	36291.95	37827.21	39405.13	41452.15

**APPENDIX A**

**Effective September 1, 2014 1%**

<b>Pay Range</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
<b>2</b>							
Hourly	10.51	10.80	11.15	11.50	11.92		
Bi-Weekly	841.57	863.11	892.10	920.26	953.40		
Annual	21880.93	22440.88	23194.65	23926.89	24788.34		
<b>3</b>							
Hourly	11.00	11.29	11.67	12.10	12.50		
Bi-Weekly	879.68	903.70	933.52	967.48	1,000.61		
Annual	22871.60	23496.16	24271.47	25154.46	26015.91		
<b>4</b>							
Hourly	11.50	11.92	12.31	12.72	13.10		
Bi-Weekly	920.26	953.40	984.87	1018.01	1047.83		
Annual	23926.89	24788.34	25606.72	26468.18	27243.48		
<b>5</b>							
Hourly	12.10	12.50	12.93	13.34	13.68		
Bi-Weekly	967.48	1000.61	1033.74	1067.71	1094.21		
Annual	25154.46	26015.91	26877.37	27760.36	28449.52		
<b>7</b>							
Hourly	13.34	13.68	14.09	14.55	14.99	15.58	
Bi-Weekly	1067.71	1094.21	1127.35	1164.62	1198.58	1246.62	
Annual	27760.36	28449.52	29310.97	30280.11	31163.10	32412.21	
<b>25</b>							
Hourly	11.65	12.10	12.50	12.93	13.34	13.68	
Bi-Weekly	931.86	967.48	1000.61	1033.74	1067.71	1094.21	
Annual	24228.40	25154.46	26015.91	26877.37	27760.36	28449.52	
<b>26</b>							
Hourly	12.31	12.60	13.10	13.48	13.89	14.30	
Bi-Weekly	984.87	1008.90	1047.83	1078.47	1110.78	1143.91	
Annual	25606.72	26231.28	27243.48	28040.33	28880.25	29741.70	
<b>27</b>							
Hourly	12.93	13.34	13.68	14.09	14.55	14.99	15.57
Bi-Weekly	1033.74	1067.71	1094.21	1127.35	1164.62	1198.58	1245.80
Annual	26877.37	27760.36	28449.52	29310.97	30280.11	31163.10	32390.67
<b>28</b>							
Hourly	13.68	14.09	14.55	14.99	15.57	16.20	16.80
Bi-Weekly	1094.21	1127.35	1164.62	1198.58	1245.80	1296.32	1344.37
Annual	28449.52	29310.97	30280.11	31163.10	32390.67	33704.39	34953.50
<b>29</b>							
Hourly	14.55	14.99	15.57	16.20	16.80	17.61	18.37
Bi-Weekly	1164.62	1198.58	1245.80	1296.32	1344.37	1408.97	1469.44
Annual	30280.11	31163.10	32390.67	33704.39	34953.50	36633.33	38205.49
<b>30</b>							
Hourly	15.58	16.19	16.80	17.62	18.37	19.14	20.13
Bi-Weekly	1246.62	1295.49	1344.37	1409.80	1469.44	1530.74	1610.26
Annual	32412.21	33682.85	34953.50	36654.87	38205.49	39799.18	41866.67

**APPENDIX A**  
**Bargaining Unit Longevity Schedule – 2012**

Pay Range	Base Rate	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
2	10.31	0.26	0.31	0.36	0.41	0.46	0.52	0.57	0.62	0.67	0.72	0.77	0.82	0.88	0.93	0.98	1.03
3	10.78	0.27	0.32	0.38	0.43	0.49	0.54	0.59	0.65	0.70	0.75	0.81	0.86	0.92	0.97	1.02	1.08
4	11.28	0.28	0.34	0.39	0.45	0.51	0.56	0.62	0.68	0.73	0.79	0.85	0.90	0.96	1.02	1.07	1.13
5	11.86	0.30	0.36	0.42	0.47	0.53	0.59	0.65	0.71	0.77	0.83	0.89	0.95	1.01	1.07	1.13	1.19
7	13.08	0.33	0.39	0.46	0.52	0.59	0.65	0.72	0.78	0.85	0.92	0.98	1.05	1.11	1.18	1.24	1.31
25	11.42	0.29	0.34	0.40	0.46	0.51	0.57	0.63	0.69	0.74	0.80	0.86	0.91	0.97	1.03	1.08	1.14
26	12.07	0.30	0.36	0.42	0.48	0.54	0.60	0.66	0.72	0.78	0.84	0.91	0.97	1.03	1.09	1.15	1.21
27	12.67	0.32	0.38	0.44	0.51	0.57	0.63	0.70	0.76	0.82	0.89	0.95	1.01	1.08	1.14	1.20	1.27
28	13.41	0.34	0.40	0.47	0.54	0.60	0.67	0.74	0.80	0.87	0.94	1.01	1.07	1.14	1.21	1.27	1.34
29	14.27	0.36	0.43	0.50	0.57	0.64	0.71	0.78	0.86	0.93	1.00	1.07	1.14	1.21	1.28	1.36	1.43
30	15.28	0.38	0.46	0.53	0.61	0.69	0.76	0.84	0.92	0.99	1.07	1.15	1.22	1.30	1.38	1.45	1.53

CLASSIFICATION	PAY RANGE	CLASSIFICATION	PAY RANGE
Account Clerk 2	26	Records Management Officer	27
Administrative Assistant/ Transportation Coordinator	28	Social Program Coordinator	30
Clerical Specialist	25	Social Services Aide 2	5
Custodial Worker	2	Social Services Worker 1	26
Employment Services Counselor	28	Social Services Worker 2	27
Employment Services Representative	28	Social Services Worker 3	29
Income Maintenance Aide 2	4	Statistics Clerk	26
Income Maintenance Worker 2	27	Trainer	28
Income Maintenance Worker 3	28	Typist 2	4
Investigator 1	26	Vehicle Operator 1	4
Investigator 3	29	Word Processing Specialist 2	26
Maintenance Repair Worker 3	7	Word Processing Specialist 3	27
Public Inquiries Assistant 1	27		

**APPENDIX A**  
**Bargaining Unit Longevity Schedule - 2013**

Pay Range	Base Rate	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
2	10.42	0.26	0.31	0.36	0.42	0.47	0.52	0.57	0.63	0.68	0.73	0.78	0.83	0.89	0.94	0.99	1.04
3	10.89	0.27	0.33	0.38	0.44	0.49	0.54	0.60	0.65	0.71	0.76	0.82	0.87	0.93	0.98	1.03	1.09
4	11.39	0.28	0.34	0.40	0.46	0.51	0.57	0.63	0.68	0.74	0.80	0.85	0.91	0.97	1.03	1.08	1.14
5	11.97	0.30	0.36	0.42	0.48	0.54	0.60	0.66	0.72	0.78	0.84	0.90	0.96	1.02	1.08	1.14	1.20
7	13.21	0.33	0.40	0.46	0.53	0.59	0.66	0.73	0.79	0.86	0.92	0.99	1.06	1.12	1.19	1.25	1.32
25	11.53	0.29	0.35	0.40	0.46	0.52	0.58	0.63	0.69	0.75	0.81	0.86	0.92	0.98	1.04	1.10	1.15
26	12.19	0.30	0.37	0.43	0.49	0.55	0.61	0.67	0.73	0.79	0.85	0.91	0.98	1.04	1.10	1.16	1.22
27	12.79	0.32	0.38	0.45	0.51	0.58	0.64	0.70	0.77	0.83	0.90	0.96	1.02	1.09	1.15	1.22	1.28
28	13.54	0.34	0.41	0.47	0.54	0.61	0.68	0.74	0.81	0.88	0.95	1.02	1.08	1.15	1.22	1.29	1.35
29	14.41	0.36	0.43	0.50	0.58	0.65	0.72	0.79	0.86	0.94	1.01	1.08	1.15	1.22	1.30	1.37	1.44
30	15.43	0.39	0.46	0.54	0.62	0.69	0.77	0.85	0.93	1.00	1.08	1.16	1.23	1.31	1.39	1.47	1.54

CLASSIFICATION	PAY RANGE	CLASSIFICATION	PAY RANGE
Account Clerk 2	26	Records Management Officer	27
Administrative Assistant/ Transportation Coordinator	28	Social Program Coordinator	30
Clerical Specialist	25	Social Services Aide 2	5
Custodial Worker	2	Social Services Worker 1	26
Employment Services Counselor	28	Social Services Worker 2	27
Employment Services Representative	28	Social Services Worker 3	29
Income Maintenance Aide 2	4	Statistics Clerk	26
Income Maintenance Worker 2	27	Trainer	28
Income Maintenance Worker 3	28	Typist 2	4
Investigator 1	26	Vehicle Operator 1	4
Investigator 3	29	Word Processing Specialist 2	26
Maintenance Repair Worker 3	7	Word Processing Specialist 3	27
Public Inquiries Assistant 1	27		

**APPENDIX A**  
**Bargaining Unit Longevity Schedule - 2014**

Pay Range	Base Rate	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
2	10.52	0.26	0.32	0.37	0.42	0.47	0.53	0.58	0.63	0.68	0.74	0.79	0.84	0.89	0.95	1.00	1.05
3	11.00	0.28	0.33	0.39	0.44	0.50	0.55	0.61	0.66	0.72	0.77	0.83	0.88	0.94	0.99	1.05	1.10
4	11.50	0.29	0.35	0.40	0.46	0.52	0.58	0.63	0.69	0.75	0.81	0.86	0.92	0.98	1.04	1.09	1.15
5	12.09	0.30	0.36	0.42	0.48	0.54	0.60	0.66	0.73	0.79	0.85	0.91	0.97	1.03	1.09	1.15	1.21
7	13.35	0.33	0.40	0.47	0.53	0.60	0.67	0.73	0.80	0.87	0.93	1.00	1.07	1.13	1.20	1.27	1.34
25	11.65	0.29	0.35	0.41	0.47	0.52	0.58	0.64	0.70	0.76	0.82	0.87	0.93	0.99	1.05	1.11	1.17
26	12.31	0.31	0.37	0.43	0.49	0.55	0.62	0.68	0.74	0.80	0.86	0.92	0.98	1.05	1.11	1.17	1.23
27	12.92	0.32	0.39	0.45	0.52	0.58	0.65	0.71	0.78	0.84	0.90	0.97	1.03	1.10	1.16	1.23	1.29
28	13.68	0.34	0.41	0.48	0.55	0.62	0.68	0.75	0.82	0.89	0.96	1.03	1.09	1.16	1.23	1.30	1.37
29	14.56	0.36	0.44	0.51	0.58	0.66	0.73	0.80	0.87	0.95	1.02	1.09	1.16	1.24	1.31	1.38	1.46
30	15.58	0.39	0.47	0.55	0.62	0.70	0.78	0.86	0.93	1.01	1.09	1.17	1.25	1.32	1.40	1.48	1.56

CLASSIFICATION

PAY RANGE

Account Clerk 2	26
Administrative Assistant/ Transportation Coordinator	28
Clerical Specialist	25
Custodial Worker	2
Employment Services Counselor	28
Employment Services Representative	28
Income Maintenance Aide 2	4
Income Maintenance Worker 2	27
Income Maintenance Worker 3	28
Investigator 1	26
Investigator 3	29
Maintenance Repair Worker 3	7
Public Inquiries Assistant 1	27

CLASSIFICATION

PAY RANGE

Records Management Officer	27
Social Program Coordinator	30
Social Services Aide 2	5
Social Services Worker 1	26
Social Services Worker 2	27
Social Services Worker 3	29
Statistics Clerk	26
Trainer	28
Typist 2	4
Vehicle Operator 1	4
Word Processing Specialist 2	26
Word Processing Specialist 3	27

**APPENDIX B**  
**OHIO WORKS FIRST PROGRAM**

The Employer agrees that no bargaining unit employee shall be removed or discharged for the purpose of assigning an Ohio Works First participant to perform the duties of that individual bargaining unit employee, as historically has been practiced.

## LETTER OF UNDERSTANDING

The Tuscarawas County Job and Family Services (Employer) and AFSCME, Ohio Council 8, Local 2308, hereby agree to the following:

In the event the Board of County Commissioners implements a Sick Leave Donation Policy during the term of this agreement, the Director and the Union President shall meet and review such policy at a mutually agreeable time.

Acceptance and implementation of a policy shall be upon mutual agreement between the Employer and the Union.

Neither party shall be obligated to meet and discuss this issue/policy more than two (2) times.

**LETTER OF UNDERSTANDING**  
**INCOME MAINTENANCE WORKER 3**

TCJFS (Employer) and AFSCME Council 8, Local 2308 (Union) hereby agree to the following:

In the event of a temporary absence of an Income Maintenance Worker 3 (bargaining unit employee caseworker), the supervisor shall send a notice via email advising all employees:

That an employee will be in a leave of absence beginning \_\_\_\_\_  
and ending \_\_\_\_\_.

That the caseload of this individual shall be assigned to other employees within the affected unit by the supervisor. In addition, nothing would prohibit the Employer from assigning such caseloads to employees outside of the affected unit. Subject to funding levels and need, the supervisor may schedule overtime and/or permit flex time (Appendix B) due to the reassignment of such caseloads in accordance with this Letter of Understanding.

Further, the supervisor may continue to perform bargaining unit work when necessary in accordance with Article 14 of the labor agreement.

Nothing contained herein shall be construed as a waiver on any other rights and/or obligations found in this agreement between the Employer and the Union.

This Letter of Understanding shall be valid for the duration of this agreement and shall be subject to the negotiations process.

This Letter of Understanding resolves Grievance 798007.

**SIDE LETTER**

The Employer and the Union agree that they shall meet and discuss the concerns regarding On-Call Requirements in Article 13 of the contract in an effort to reach a resolution as to the ongoing scheduling problems. The Union may have three (3) representatives present at the meeting to address the concerns with the Employer and to attempt to reach a resolution.

## MEMORANDUM OF UNDERSTANDING

The representatives of the Tuscarawas County Job and Family Services (Employer) and AFSCME Local 2308 agree to the following:

Employees shall receive a one time payment equal to seventy-two (72) hours pay based on their current hourly rate of pay.

Upon receipt of payment, this memorandum shall become null and void.