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AGREEMENT BETWEEN

LAWRENCE COUNTY

**DEPARTMENT OF JOB AND FAMILY
SERVICES**

AND

OHIO COUNCIL 8 OF THE

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**

AND LOCAL #3319

Effective: October 22, 2012 to October 21, 2014

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ARTICLE 1 – PREAMBLE

Section A

This document represents an Agreement between the Lawrence County Department of Job and Family Services (LCDJFS), and the Lawrence County Commissioners, hereinafter referred to as the Employer, and Ohio Council 8 of the American Federation of State, County, and Municipal Employees (AFSCME), AFL-CIO, and Local 3319, AFSCME, AFL-CIO, hereinafter referred to as the Union, for the purposes of establishing wages, hours, terms, and other conditions of employment.

Section B

Both the Employer and the Union have bargained fully and completely, and hereby acknowledge the opportunities both had to present proposals, counter-proposals, and demands.

Neither party therefore has any duty to bargain further during the term of this Agreement except only as may be specifically agreed to in another article of this Agreement, or in the case of the parties authorized representatives mutually agreeing in writing to do so.

Therefore, all proposals, counter-proposals, and demands not contained in this agreement are withdrawn, and shall not be the subject of further discussion during the term of this Agreement.

The express provisions of this Agreement may be changed only by mutual agreement by the parties, reduced to writing, and signed by the authorized representatives of the parties.

Section C

This Agreement shall constitute the full and complete commitment between the parties and shall supersede and cancel all previous agreements and commitments except any and all past practices not in conflict with this Agreement.

Section D

The Employer and the Union assert and believe that the provisions of this Agreement are non-violative of applicable existing statutes of the State of Ohio and of Federal Law and regulations, and are therefore enforceable in a court of law.

If any clause, sentence, paragraph, or part of this Agreement, or the application thereof, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect or invalidate the remainder of the Agreement. The remainder of the Agreement shall remain in full force and effect for the term of the Agreement.

In the event any clause, sentence, paragraph, or part of this Agreement, or the application thereof is declared invalid, and where all available appeal procedures have been exhausted, the parties agree to meet within a reasonable time to begin negotiations upon an alternative clause, sentence, paragraph, or part of the Agreement, or application thereof.

ARTICLE 2 – RECOGNITION

The Employer recognized the Union as the sole and exclusive representatives for the bargaining unit pursuant to S.E.R.B. case numbers:

85-RC-12-4845

86-REP-1-0022

INCLUDED: All employees of the Lawrence County Department of Job and Family Services including Account Clerk II, Clerical Specialist, Clerk I, Clerk II, Income Maintenance Aide I, Income Maintenance Aide II, Income Maintenance Worker II, Income Maintenance Worker III, Investigator III, Maintenance Repair Worker I, Maintenance Repair Worker III, Social Services Aide II, Social Services Worker II, Social Services Worker III, and Vehicle Operator I.

EXCLUDED: All management-level employees, confidential employees, seasonal and casual employees, and supervisors as defined in Act, including County Job & Family Services Administrator, Fiscal Officer, Eligibility/Referral Supervisor I, Eligibility/Referral Supervisor II, Human Resources Officer I, Program Administrator, Social Services Supervisor I, Social Services Supervisor II, Clerical Specialist III, Assistant Program Administrator and Assistant Administrative Supervisor.

ARTICLE 3 – UNION SECURITY

Section A

Membership in the Union is available, but not mandatory, to any employee occupying classifications as determined by this Agreement to be appropriately within the Bargaining Unit, as set forth in Article 2: Recognition.

Section B

The Employer agrees to authorize the County Auditor to deduct Union membership dues, in the amount authorized by the Union, each pay period, from the pay of any employee eligible for membership, provided that said employee has individually provided written authorization for such deductions to the Employer. Such dues shall be transmitted to Ohio Council 8, Controller, 6800 North High Street, Worthington, Ohio 43085-2512, along with a list of employees for whom deductions are made within fifteen (15) days of the date the deduction was made. The list of employees for whom deductions are made and the amount of the deduction will also be sent to the Athens Regional Office.

Section C

It is agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union agrees that it will indemnify and hold the Employer harmless from any claims arising from the provisions of this Article.

Section D

The Employer shall be relieved from making any employee's dues deduction upon:

1. termination of employment;
2. transfer to a job classification excluded from the Bargaining Unit;
3. layoff from work;
4. approved leave of absence without pay;
5. employee having failed to make wages equal to the amount of dues deduction;

6. withdraws under the terms of the check-off/authorization card as signed by the employee.

Section E

The Employer will provide the Local Union and the Ohio Council 8, Athens Regional Office, a list of the names and addresses of all bargaining unit employees effective thirty (30) days after the execution of this Agreement.

The Employer will provide a list of employees on long term leave of absence, new hires, and change of status from bargaining unit to exempt to the local Union and the Ohio Council 8 Athens Regional Office monthly.

Section F

Fair Share Fee

All employees in the Bargaining Unit hired prior to or after the effective date of this Agreement, who do not become members in good standing of the Union, shall pay a fair share fee to the Union effective sixty (60) days from the effective date of this Agreement or sixty (60) days from the employee's date of hire as a condition of employment.

The fair share fee amount shall be certified to the Employer by Ohio Council 8. The Union agrees to annually provide its fair share fee procedure to those employees paying a fair share fee.

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The deduction of the fair share fee is subject to those conditions contained in this Article, Section D, 1 through 5.

Section G

A list of fair share fee payers and the amount paid will be sent to the Athens Regional Office monthly.

Section H

Whenever the county auditor determines logistically possible the following will implemented:

PEOPLE CHECKOFF

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

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, and P.O. Box 65334, Washington, D.C., 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

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

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

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

ARTICLE 4 – UNION BUSINESS

Section A

The Employer agrees to recognize five (5) stewards and one (1) chief steward. The stewards may represent the Union or Union members in matters set forth in this Agreement. The Union agrees to notify the Employer in writing of the names of the stewards prior to their acting in such capacity.

Supervisors must let workers know that they have the right to have union representation during any situation they feel the need. The supervisor will have a form that the worker will sign whether requesting union representation or not.

Section B

Each steward shall be allowed a maximum of ten (10) hours total per calendar month to investigate and process grievances without the loss of pay.

This time shall be granted upon the discretion of the supervisor or department head, and consent of the supervisor or department head shall not be unreasonably withheld.

Accounts of the time used for the investigation and processing of grievances shall be on the mutually agreed upon form and submitted by the stewards to the department head.

The Union agrees that upon the exhaustion of the time set forth above the investigation and processing of grievances shall be on non-work time, unless additional time is requested of the Director and approved.

In the event the chief steward should run out time, he/she may borrow time from any steward who has time left for that month.

The Executive Board will be allowed to meet during working hours at the discretion of the Director.

Section C

The staff representative may be permitted reasonable access to the premises for the purpose of consulting with bargaining unit members about the provisions of this Agreement, the adjustment of grievances, and those other purposes specifically described elsewhere in the provisions of this Agreement.

The staff representative shall make his/her presence known to management immediately upon arrival on the premises of the Employer.

Section D

The Union agrees that the number of accredited non-employee staff representatives during any one visit to the premises of the Employer shall be limited to a maximum of two (2) plus staff representative.

The Union also agrees that no official of the Union (non-employee or employee) shall interfere, interrupt, or disrupt the normal work duties of other employees without prior approval of the employee's supervisor to conduct Union business provided such approval shall not be unreasonably denied.

Section E

The Union shall have the right to distribute Union material and literature on the premises of the Employer provided that if done by employees they do so on non-work time, and provided it is not done in such a manner as to interfere with the operational requirements of the Agency.

Section F

The Employer agrees to furnish one bulletin board in each building for use solely by the Union, to be placed in a mutually agreeable location for the posting of Union material and literature.

Section G

The Union agrees that any material or literature distributed, or material or literature posted, shall be limited to the following:

1. Union social and recreational affairs;
2. Notice of Union meetings, conferences, and conventions;
3. Notice of Union elections and appointments;
4. Results of Union elections or Union constitutional votes;

5. Reports of any standing committees of the Union, except Partisan-Political Reports;
6. Union newsletters and informational leaflets;
7. Publications, rules, or policies of the Union;
8. Union internal – political notices and information.

Section H

The Union further agrees that any material or literature which does not meet the standards outlined in Section G must have prior approval from the Director or his/her designee.

The Union also agrees that any material or literature containing the following will not be distributed or posted:

1. Personal attacks upon any employee or official of the County;
2. Being of a nature that would discredit or be a disparagement to the image of the Lawrence County Department of Job and Family Services, its employees, or the County, by being profane or obscene or derogatory to any persons or group of persons.

Any material which does not comply with the above may be removed or restricted by the Employer and will be given to the Local Union President.

Section I

The Employer acknowledges the right of the Union to make known to its members the Union's endorsements for candidates to political office through its publications and newsletters.

However, due to the public nature of the premises of the Employer, the Union agrees not to actively campaign for or against candidates for public office through postings, campaign badges, notices, handouts, or informational pickets, etc., on Department of Job and Family Services premises.

Section J

The Union President or Vice-President shall be permitted one-half (1/2) hour for orientation purposes with all newly hired employees without loss of pay during the first week of said employee's hire date.

ARTICLE 5 – MANAGEMENT RIGHTS

Section A

The Union shall recognize the right and the authority of the Employer to administer the business of the agency, and in addition to other functions and responsibilities which are not specifically mentioned herein, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Agency, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including, but not limited to, the following:

1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, reward or discipline for just cause, and to maintain discipline among employees;
2. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
3. To determine the Agency's goals, objectives, programs, and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
4. To determine the size and composition of the work force and the Agency's organizational structure, including the right to relieve employees from duty due to lack of work or austerity programs;
5. To determine the hours of work, work schedules, and to establish the necessary work rules for all employees, except those provisions specifically set forth within this Agreement.
6. To determine when a job vacancy exists, the duties to be included in all job descriptions and the standards of quality and performance to be maintained;
7. To determine the necessity to schedule overtime and the amount required thereof;
8. To determine the Agency budget and uses thereof;
9. To maintain the security of records and other pertinent information;
10. To determine and implement necessary actions in emergency situations.

Section B

The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer. The above enumerated right shall not abridge and shall be consistent with the provisions of this Agreement.

ARTICLE 6 – GRIEVANCE AND ARBITRATION PROCEDURE

Section A

A grievance shall be defined as any dispute that arises between an employee and management with respect to the interpretation or application of this contract, or the rights, obligations, or liabilities under the contract of the parties covered herein.

This grievance procedure specifically limits the process of review, appeal, or grievance (as defined above) and redress to the grievance procedure herein, and the Bargaining Unit employees waive any right to appeal or review to the State Personnel Board of Review regarding the terms of this Agreement.

Section B

The parties agree that if an employee who files a grievance, also files a complaint with the E.E.O.C., O.C.R.C., or any other Federal or State administrative agency, jurisdiction regarding the same transaction or occurrence, or same or similar allegation(s) shall be held at the Federal or State agency.

The grievance shall be placed on hold at whatever grievance step it was at the time of the filing in the above referenced jurisdiction, and all time lines will be extended until the matter is resolved or dismissed from the above referenced jurisdiction.

Section C

All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step.

An employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

Any grievance not answered by management within the stipulated time limits shall be considered answered in the negative and may be advanced by the Union to the next step in the grievance procedure.

All time limits on grievances may be waived or extended upon mutual written consent of both parties.

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

Section D

A grievance may be brought by an employee of the Bargaining Unit. Where a group of Bargaining Unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one member selected by such group may process the grievance as a group grievance, provided the grievance sets forth each employee to be included in the group grievance. All employees set forth in such grievance are bound by the outcome.

A Union steward having an individual grievance may ask any steward or Union officer to assist in adjusting the grievance.

Bargaining Unit employees have the right to present grievances at the first step and have them adjusted, without representation by the Union, as long as adjustment is not inconsistent with the terms of this Agreement, and as long as the Union is present at all grievance meetings, and is made aware of the answer for any settlement reached. No settlement agreements or grievance answers reached in cases where employees have filed grievances without Union representation shall be binding on the Union or any other employee unless the Union is party to the Agreement.

Section E

All written grievances must be filed using the grievance form mutually agreed to by the Union and the Employer.

Any grievance not containing the necessary information shall be returned to the grievant with an explanation of which information the grievance is lacking. The grievant shall have two (2) working days in which to provide the additional information.

Section F

The following steps shall be followed in processing of a grievance:

STEP 1: The grievant shall have ten (10) working days from the occurrence of the event(s) that gave rise to the grievance or ten (10) working days from the time the grievant reasonably should have become aware of the event(s) that gave rise to the grievance, to file the grievance with the immediate supervisor. Upon being notified that a grievance has been filed at Step 1 of this procedure, a meeting shall be held between the grievant, the

steward, the immediate supervisor, and the administrator. In the event the meeting is not held within four (4) working days as listed above, the Union will notify the Director, at which point, the Director will see that the meeting will occur in twenty-four (24) hours of the same. At said meeting, the Union will give copies of the grievance and all relevant information pertaining to the same to the Employer. The immediate supervisor or administrator shall provide a written response to the grievant and the steward within five (5) working days of the meeting.

STEP 2: If the answer of the immediate supervisor is not satisfactory or is not timely, the grievant or Union may appeal the answer of the immediate supervisor to the Director of the Department within five (5) working days of the date the answer was received or should have been received. The grievance shall be considered at the meeting of the joint grievance committee, (which shall consist of the local president, one (1) employee designee of the Union, and/or a staff representative, and the Director and/or his designated representatives), which shall be scheduled by the Director not less than five (5) working days nor more than twenty (20) working days after the initiating of Step 2 appeal. If the grievance is not settled at the Step 2 meeting, the Director or his designee shall give a written answer to the Local President and the employee within five (5) workdays of the meeting.

STEP 3: If the parties are unable to resolve the grievance at Step 2, the Employer and the Union may mutually agree to submit the grievance to Step 3, Grievance Mediation within twenty (20) working days from the Step 2 response.

Mediation:

1. The selection procedure for the Mediator shall be in accordance with the procedure outlined in Step 4 of this Agreement, or from assignment of a Federal Mediation and Conciliation Service (FMCS) Mediator.
2. The conduct of the Step 4 Mediation hearing shall be in accordance with Step 4. Arbitration and the list below.
3. The Mediator shall make his decision in conformity with this agreement and shall not modify or change this agreement and shall render a decision in writing or in accordance with FMCS rules within three (3) working days from the close of the hearing. The acceptance or rejection of the Mediator's decision is voluntary for both parties.

Accordingly, under Step 3 of the grievance procedure, the parties shall use the mediation approach and procedure for resolving grievances of a non-precedent nature or a suspension of four (4) days or less.

- A. When either party chooses the Step 3 alternative, the parties and the designated mediator (arbitrator) will select a mutually agreeable date for holding the mediation. If a mutually agreeable date cannot be selected, the Mediator will select the date and both parties will abide by this selection. This same procedure shall apply to selecting a time and location for holding the mediation.
- B. The Mediation hearing will be conducted in accordance with the following:
 - 1. The hearing shall be informal. No hearing shall last longer than eight (8) hours in a twenty-four (24) hour period.
 - 2. No briefs shall be filed or transcripts made. The mediator will set break and meal periods and time limits.
 - 3. There shall be no formal rules of evidence.
 - 4. Each party's case must be presented by a representative of their own choice.
 - 5. The mediator (arbitrator) shall attempt to mediate the grievance after the facts presented by both parties.
 - 6. If the parties cannot agree on any resolution, the mediator (arbitrator) will file his recommendations with the parties as to the grievance in question.
 - a. The Mediator has three (3) days (seventy-two hours) to file his decision after the conclusion of the hearing (excluding Saturdays, Sundays or holidays).
 - b. The Mediator's recommendations shall be based on facts developed by the parties that were submitted at the hearing.
 - c. The Mediator's recommendations should not exceed two (2) typed pages.

- d. The authority of the Mediator shall be the same as outlined in the grievance procedure for an arbitrator.
 - e. The Mediator shall file the recommendations with both parties.
- C. Any recommendations of the Mediator in this procedure shall not be used as a precedent in any other grievance or hearing.
- D. The parties may agree to present more than one grievance to the Mediator for his recommendations. Each party will submit to the Mediator a copy of the grievance and any information that has been submitted as part of the grievance record prior to the hearing. The Mediator will be provided a copy of the collective bargaining agreement.
- E. The parties will split the cost of the Mediator and hearing room. All other costs will be borne by the party incurring the costs.

STEP 4: If the grievance is not satisfactorily settled at Step 3, the Union may request that the grievance be submitted to arbitration. A request for arbitration must be submitted within twenty (20) working days following the Director's reply to the grievance at Step 2 or the date such reply was due, or else the grievance shall be considered resolved.

Upon receipt of a request to arbitrate, the Union shall submit a request to the FMCS requesting a list of nine (9) impartial arbitrators; this shall be within fifteen (15) days from the submission of the request to arbitrate. The parties shall select a single Arbitrator from the list. The selection of the Arbitrator shall be made within fifteen (15) calendar days following receipt of the final list from the FMCS. Either party shall have the right to reject one list before selecting an Arbitrator. The Arbitrator will be selected by the alternate striking by each party of an Arbitrator upon the list until one name is left. The Employer shall be the first to strike a name during the first selection process; the Union shall strike first in the next selection process; and the parties shall alternate thereafter.

After the arbitrator has been selected and a submission of applicable dates received, a date will be selected within thirty (30) calendar days.

At least twenty-four (24) hours prior to the arbitration hearing, the parties agree to submit, in writing, either a joint statement of the issue(s), or independent statements of the issue(s) being presented. The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific Articles and Sections of this Agreement as

they apply to the specific evidence and issues submitted and he/she shall be without power or authority to make any decision:

1. Contrary to or inconsistent with or modifying, amending, adding to, subtracting from, or varying in any way the terms of this Agreement or applicable law;
2. Concerning the establishment of wage rates not negotiated as part of this Agreement, except as otherwise provided in this Agreement;
3. Granting any right or relief on any alleged grievance occurring at any time other than during the contract period or any extension thereof.

The decision of the Arbitrator resulting from any arbitration of grievances hereunder shall be in writing and shall be final and binding, subject to the provisions of the Ohio Revised Code as it relates to arbitration.

The expenses of any non-employee witness shall be borne, if at all, by the party calling them. 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 reporter, or request a copy of any transcript.

The cost of the services of the Arbitrator shall be borne equally. However, each party is responsible for its own costs, transcript fees, or representation fees.

The Arbitrator shall be requested to submit a total accounting for the fees and expenses of arbitration.

The Arbitrator shall be requested to render his decision as quickly as reasonably possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing unless the parties agree otherwise.

Section G

If the Arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the Employer's payroll, the amount so awarded shall be less any unemployment compensation or earned wages from any other state, county, or municipal agency, and shall not include the assumption an employee would have worked overtime during the period of separation from the Employer's payroll.

Section H

All grievance settlements reached by the Employer and the Union shall be final, conclusive, and binding on the Employer, the Union, and the employee(s). A grievance may be withdrawn by the Union at any time during any step of the grievance and arbitration procedure and the withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.

Section I

All procedures relevant to the Arbitrator's hearings shall be in accordance with the rules and regulations of the FMCS.

ARTICLE 7 – SENIORITY

Section A

Classification seniority shall be defined as the total length of time the employee has been in his/her present classification.

Bargaining unit seniority shall be defined as total time of continuous bargaining unit service with the Lawrence County Department of Job and Family Services.

For the purpose of computation of longevity and vacation pay, service with other agencies in the Ohio Civil Service System shall be included.

Section B

Resignation, removal for just cause, and retirement shall constitute an immediate break in service. Failure to return to work from a layoff, disability leave, disability separation, transferring out of the bargaining unit shall also constitute a break in service effective upon ratification of this agreement.

Upon PERS approval of a statement of retirement to the Public Employees Retirement System, the affected employee shall be considered retired from the civil service system and shall constitute an immediate break in service and discontinuation of employment with the Lawrence County Department of Job and Family Services.

Section C

A seniority list will be posted annually by seniority date. The Employer agrees to update the seniority list as it is warranted by personnel changes and actions.

Section D

Ties in seniority among current employees shall be broken by the effected employees drawing numbers from a box with the employee having the lowest number being the more senior (etc.). This shall be done within thirty (30) days of completing the initial probationary period.

Section E

If two (2) or more employees are hired on the same date subsequent to the signing of this contract, the same procedure as outlined in Section D of this Article will be initiated upon the successful completion of the probationary period.

ARTICLE 8 – VACANCIES AND POSTINGS

Section A

The Employer has the right to determine whether or not a vacancy exists, and whether or not a vacancy is to be filled.

After vacancy has been determined, the Employer will make sure the recall list has been exhausted to its fullest extent before posting a vacant union position.

Section B

If, pursuant to Section A above, the Employer has determined that a vacancy is to be filled, the following will occur:

1. The Employer shall post a notice of the existence of a vacancy.
2. This notice shall be posted on a bulletin board in each building, and in such other places as determined by the Employer.
3. This notice shall be posted for four (4) working days, including the date it was first posted.
4. The notice shall contain the following:
 - a. job title
 - b. minimum qualifications
 - c. rate of pay
 - d. brief summary of duties
5. Applications must be filed during the posting period and must meet the minimum qualifications to be considered. Extraordinary circumstances, i.e., an employee being on vacation will be acknowledged by the Employer for application purposes. Employees on approved leaves of absence status shall be eligible for the vacancy and/or posted position provided that they will return to work within thirty (30) days from the period of time that they have been appointed to the vacant or posted position and have applied during the posting period.

Section C

In considering any individual to fill a vacancy, the Employer will consider the following criteria as they apply to Section D:

1. ability and performance
2. education and/or training
3. seniority

Section D

The Employer agrees to make every effort to promote senior employees in consideration of the conditions as listed in Section C. An employee who is awarded a promotion will be given a trial period with supervision and training to enable the employee to qualify for the position on a permanent basis. If the employee fails to satisfactorily perform the duties of the position, he/she may be returned to his/her former position and/or classification as prescribed in Article 9, Section 9, of this Agreement, by the Employer or themselves and rate of pay at any time prior to the end of the probationary period served in the new position and may not reapply to said classification for a period of twelve (12) months. The twelve (12) month time period for possible reapplication begins on the last day the employee served in probationary status.

Section E

In-house applicants will be given first consideration as candidates for the filling of vacancies.

Section F

Both parties agree that, except for original appointments bargaining unit positions shall be filled in accordance with the promotional provisions of this Article, and Article 9 (A).

Section G

Employees wishing a position transfer or lateral transfer shall place a bid during the posting period as listed in Section B of this Article.

A **POSITION TRANSFER** shall be defined as the moving of an employee within a classification to a different unit assignment, location, or work function which does not necessitate a classification change.

It is agreed that requests for position transfers, when the duties and functions of the position are the same or similar, shall take precedence over other applicants for promotion.

If a position transfer occurs from a posting, the Employer does not have to report the position vacated by the position transfer, but may consider those who applied originally.

A **LATERAL TRANSFER** shall be defined as the moving of an employee, by the appointing authority, to a position which falls within the same pay range, but necessitates a change in classification.

Job assignments and functions within a classification are not considered as a lateral transfer, or any type of transfer, unless they are a result of a posted vacancy.

ARTICLE 9 – TRANSITION UNIT

To enhance skills and knowledge regarding case processing, agency procedures, policy interpretation, organization and prioritizing for all newly hired or promoted case managers. This would enable the worker to be self-sufficient and confident in completion of their work. The experience from being in the Transition Unit should assist with improving the Agency's error rates for State & Federal reviews. Upon completion of classroom training, all IMW III case managers will be assigned to the Transition Unit for a minimum time period of six months following their initial probation. The unit supervisor will be responsible for each employee's evaluation.

- The unit would consist of approximately seven (7) case managers.
- Of the seven (7) case managers two (2) would be experienced case managers. Once the supervisor of this unit has been determined, the two (2) experienced case managers will be selected by seniority from the case managers that are currently in the unit. The two (2) most senior employees who accept the mentorship will be the protected employees who will not be subject to removal.
- The two (2) experienced case managers will always maintain their bidding rights.
- The new case managers will not have the option of requesting a position transfer until six (6) months following the expiration of their probationary period (10 months). They would, however, be allowed to bid on job postings for positions other than IMW III after their probationary period has expired.
- The two (2) experienced case managers will remain in the unit unless they have requested a transfer through the bidding process or are no longer employed with the Agency.
- If one (1) of the two (2) experienced case managers leaves the unit and it results in their position being posted, the position would be filled based on seniority of existing case managers that applied during the posting period. If a current case manager does not apply for the posted position, the position would be awarded to the most senior employee within the Transition Unit, who would then be protected from being removed from the Transition Unit unless they wish to exercise their bidding rights.
- The other five (5) case managers would be reassigned to another unit once a position becomes available that has not been filled by a posted position or is the result of someone being transferred due to a position that was posted and he/she has completed ten (10) months in the Transition Unit.
- The initial setup of the Transition Unit, once a new worker enters the unit, the least senior employee is removed to the open position. Effective November 01, 2008 employees entering the Transition Unit will stay in the unit for ten (10) months from date of entering. Once the ten (10) months requirement is met the employee will be removed as first in – first

out. However, should there be any new employee in the Transition Unit who has not fulfilled the ten (10) month requirement when an opening outside the unit occurs the least senior employee of the original unit will be removed.

Should it occur that no employee of the original unit accepts the mentorship then the Director of the agency will select the one (1) or two (2) employee(s) who will be assigned “mentor” to the new workers.

ARTICLE 10 – PROBATIONARY PERIODS AND PERFORMANCE EVALUATIONS

Section A

All newly hired and promotional employees shall serve a probationary period of 120 working days.

If an employee serving an initial probationary period responds to a posting and no other employee has responded to said posting, management agrees to award the position to the employee. The probationary period in this instance shall start anew. The employee shall have no option to return to prior position. The employee is limited to one (1) bid during the initial probationary period and cannot apply for another posted position.

Employees serving a probationary period due to promotions, lateral transfers or voluntary demotions, shall be ineligible for posted positions for a period of sixty (60) calendar days.

After the first half of the initial probationary period and before the end of the second half of the probationary period, the Agency may terminate employment without appeal or grievance.

Section B

Employees on probation due to a promotion, lateral move, or voluntary demotion can be removed by themselves or management within thirty (30) working days to their former position.

If the employee is removed by management or themselves after the thirty (30) working day period, but prior to the end of the applicable probationary period then the employee shall return to their former classification if their former position has been filled through the job bidding process and vacancy remains in the classification. If there are no vacancies in the classification the employee shall be returned to their former position.

In the event a promoted employee does not make probation and is thus returned to their former position or classification by the Employer or themselves, the employee(s) displaced as a result will not have any right of grievance relating to their being returned to their former position(s). If loss of employment is the result of the displacement, the employee will be laid off in accordance with the provisions of this Agreement, unless

they are newly hired probationary employees, in which case employment will be terminated without any right of appeal.

If an employee fails, or withdraws, for any of the above reasons to complete his/her probationary period on two (2) separate occasions, he/she shall be precluded from being considered for any openings in said classification for a period of forty-eight (48) months from the last date of their probationary status.

Employees serving any type of probationary period shall not be eligible for temporary transfers until he/she has completed the appropriate probationary period.

Management reserves the right to assign an employee to a temporary vacancy that is thirty (30) days or less in duration.

Employees on a voluntary demotion (Job Bid) shall serve thirty (30) work days in the new position before being eligible for temporary transfers.

Section C

A formal probationary performance evaluation may be conducted prior to the midpoint and prior to the end of the probationary period of both newly hired employees, newly promoted probationary employees and those employees receiving lateral transfers.

An evaluation of a newly promoted employee or lateral transfer employee may be grieved by the employee. However, such grievance shall only be processed to Step 2 of the grievance procedure.

Section D

Newly hired and newly promoted personnel will be provided training on the job by management staff, who will attempt to make training uniform and will provide a survey to trained employees to aid in improving future training. Specified training of employees by any other employee shall be considered part of that assigned employee's duties only to the point that specialized training was provided or caused to be provided by the Employer to that employee (i.e. CRIS-E).

Bargaining unit members may be required, at the direction of management, to provide assistance during a promotional or transfer transitional period.

This transitional assistance shall involve providing assistance regarding general job duties, unit practices, and routine tasks for the position.

Section E

The Employer reserves the right to conduct performance consultations to constructively advise an employee of his/her strengths and deficiencies in meeting performance expectations. Any documentation of the performance consultation will not become part of the employee's permanent record.

Section F

Performance consultations shall not be used as any qualifiers for layoffs, promotions, or discipline; however, performance consultations may be used during formal probationary periods as otherwise set forth in this Article.

ARTICLE 11 – CORRECTIVE ACTION

Section A

Corrective action shall be for just cause. The following are examples of areas upon which just cause may arise out of, though not being all inclusive: incompetence, inefficiency, dishonest, insubordination, discourteous treatment of the public, neglect of duty, and violations of established work rules.

Section B

Corrective action may include: verbal warnings, written reprimands, suspensions with or without pay, reduction in pay or position, discharge from employment and working suspension.

The severity of the disciplinary act will be proportional to the seriousness of the offense and the employee's past disciplinary record.

A working suspension will carry the same weight as an unpaid suspension and shall not be considered as establishing precedence. The Director shall have sole discretion in issuing a working suspension.

Section C

Verbal reprimands which are noted in the employee's file are subject to appeal under the grievance procedure to Step 2 only.

If subsequent corrective action is based upon prior verbal reprimands, and the suspension or removal is before an Arbitrator, then the merits of the verbal reprimand may be considered by the Arbitrator as such relates to the subsequent discipline.

Grievance answers on verbal reprimand grievances shall not be considered as establishing precedence on any of the issues raised in the grievance or as determinative on any contract violations cited as a part of the grievance.

Section D

Corrective actions beyond verbal reprimands are subject to appeal through the grievance procedure, including final and binding arbitration.

Section E

An employee shall have the right to a disciplinary hearing before the Director (or designee) for any disciplinary action resulting in suspension, reduction in pay or position, or discharge from employment.

The Employer shall provide written notice of the hearing seventy-two (72) hours in advance. The notice shall cite the charges against him/her.

The employee shall have the right to union representation which may include at the employee's option a steward or non-employee staff representative.

Bargaining unit employees have the right to present evidence and have disciplinary actions adjusted without the intervention of the bargaining unit representatives or the Union, as long as adjustment is not inconsistent with the terms of this Agreement.

The Union steward will be allowed to be present at any disciplinary hearing.

The Director (or designee) shall provide a written copy of the action to the employee within seven (7) working days.

Section F

In the case of an anticipated suspension or removal, an employee may be suspended with pay through the originally established hearing date. Should the hearing date, as established by the Director or designee, be continued or extended at the request of or on behalf of the employee, all subsequent suspension time beyond the original hearing date may be without pay, pending the decision or outcome of the disciplinary proceeding.

Section G

All records of corrective action shall be removed from the employee's file as set forth below in the event there are no intervening corrective actions, and shall not be considered thereafter.

Verbal Reprimand – 6 months

Written Reprimand – 12 months

Suspension – 18 months

ARTICLE 12 – LAYOFF AND RECALL

Section A

Should there be a reduction in the work force; the Employer shall lay off employees in accordance with the provision of this Article, which will supersede the provisions of the Ohio Revised Code Chapter 124.

Section B

If the Employer determines a layoff shall occur, the Employer will give the employee and the Union fourteen (14) calendar days notice.

Section C

The Employer will first layoff all intermittent, casual, seasonal employees, and outside contract employees (e.g., OIH, filming, shredding).

Employees that separate employment for retirement, resignation and/or termination will be replaced as soon as financially feasible, as close to the effective date of separation as is feasible due to payouts of sick, personal and/or vacation accrual.

The Employer is committed to recall as many employees as financially feasible.

Section D

The first person laid off from the affected classification(s) will be the employee in that classification with the least bargaining unit seniority.

In the event that a layoff occurs, the following order shall take place:

1. A bargaining unit employee first bumps within their position series (i.e. an IMW III would first bump other IMW III's) or lower.
2. If the employee cannot bump within the position series or lower he/she can then bump an employee within the classification series. (I.e. SSW III, Adult Protective Service Worker can bump to Children Service Worker III or lower). The laid off employee must bump least senior in that classification.
3. The employee will have thirty (30) days of intensive training with the training officer or the supervisor. It is acknowledged that training in the

event of layoffs will take precedent over any and all other training activities.

The employee must demonstrate after the thirty (30) day training period that he/she can reasonably perform the duties of the position to remain in the position.

4. An employee that does not qualify for a position or cannot demonstrate that he/she can reasonably perform after receiving the training, can bump into another position provided that they meet the minimum qualifications (as defined by DAS) to a lower pay range.

Section E

A laid off bargaining unit employee will have recall rights for forty-eight (48) months from the effective date of the layoff.

If two or more employees are laid off from the same classification, the last to be laid off will be the first to be recalled.

If by operation of Article X of this Agreement, a vacancy is created in the classification from which the employee was laid off, the employee will be recalled and placed in that position or lower.

If an employee is recalled to his/her original classification, then the employee will receive the same level of pay, benefits, and seniority rights as if he/she had been employed during the time of the layoff. If recalled to a lower classification, the employee shall receive the rate of pay and benefits of that classification, but shall retain seniority rights as described above.

Employees who are laid off shall be placed on a recall list for a period of forty eight (48) months. If there is a recall, employees who are still on the recall list shall be recalled according to their qualifications (minimum qualifications as defined by DAS) in the inverse order of their layoff in the following order:

1. to the classification held at the time of their layoff
2. to a classification the employee previously held at the DJFS
3. to a classification in the same or lower pay range.

Layoffs will be made within the effected series and classification. If a bargaining unit member who is laid off is recalled to a position other than that which the bargaining unit member held prior to the layoff and refuses such position, he/she will remain on the recall list for two (2) years not to exceed the original forty-eight (48) month recall period. Laid off bargaining unit members who are not offered and who do not refuse any position within the department shall remain on the recall list for a period of four (4) years.

Section F

Upon recall, the laid off employee shall have fourteen (14) calendar days within to report to the Director or his/her designee.

It is the responsibility of the employee to provide an address and phone number at which they can be reached during the layoff period.

The Employer will recall employees by first sending a certified letter, second by regular U.S. mail, third by phone to the number provided by the employee. The fourteen (14) day period shall begin upon mailing of the certified letter.

If the laid off employee has not responded by the last day of the fourteen (14) day period, his/her name shall be removed from the recall list.

Section G

The classification series is set forth as follows:

(In descending order from highest to lowest)

I.M. Caseworkers:

- I.M. Maintenance Worker III
- I.M. Maintenance Worker II
- I.M. Maintenance Aide II
- I.M. Maintenance Aide I

Social Service Caseworkers:

- Social Services Worker III
- Social Services Worker II
- Social Services Aide II

Food Stamps:

- Clerical Specialist

Fraud/Benefit Recovery:

- Investigator III

Clerical Workers:

- Account Clerk II
- Clerical Specialist
- Clerk II
- Clerk I

Support Services Staff:

Maintenance Repair Worker III
Maintenance Repair Worker I
Vehicle Operator I

ARTICLE 13 – LABOR-MANAGEMENT MEETING

Section A

A labor-management meeting shall be conducted as deemed necessary by the parties on a mutually agreeable day and time, no later than quarterly.

Section B

Attendance at labor-management meetings shall be limited to six (6) bargaining unit employees, inclusive of any non-employee representatives, and six (6) employee-management representatives, inclusive of non-employee management representatives.

Section C

The main purpose of such meetings shall be limited to:

1. Consider and discuss health and safety matters within the Department.
2. Discuss ways to increase productivity and improve efficiency.
3. Give each party the opportunity to present views.
4. Disseminate general information of interest to the parties.
5. Discuss grievances if such discussions are mutually agreed to.
6. Apprise the employees and the Union of notices of changes in externally applied rules or policies, when possible.

Section D

The parties agree that they shall relay a response to questions or requested information within ten (10) working days from the time of such meetings if reasonably possible. If the response includes implementation of a change or effect of policy, it shall include an effective date of said change, if possible.

ARTICLE 14 – WORK RULES

Section A

Work rules are those policies, procedures, and directives which regulate the behavior of employees in the performance of the Employer services and programs. It does not refer to those tasks required to complete specific duties outlined under job descriptions.

It is agreed and understood that the Employer shall have the right to revise and/or initiate reasonable work rules with respect to the conduct of its employees.

However, bargaining unit employees may grieve work rules on the basis of:

1. The work rule modifies, alters, or conflicts with the provision of the Agreement.
2. The work rule is discriminatory, arbitrary, or capricious.

Section B

The Employer agrees that new work rules formulated after the effective date of the Agreement shall be reduced to writing and made available to the Union and all bargaining unit employees seven (7) work days before the implementation, unless the Director or his/her designee determines that immediate implementation is needed to maintain the operational functions and/or stability of the Department.

Section C

Work rules shall be applied uniformly to all bargaining unit employees.

ARTICLE 15 – WORK SCHEDULES

Section A

Work schedules are defined as an employee's assigned hours of the day, days of the week, and shift assignment. Changes in work schedules may be made to meet the operational needs of the Employer.

Section B

The basic work week shall be forty (40) hours, and the normal work day shall be eight (8) hours for full-time employees.

Section C

The lunch period and the break periods may be scheduled at the discretion of the employee ensuring the operational needs of the agency are being met.

Every eight (8) hour work period shall include at the minimum a one-half (1/2) hour unpaid lunch period approximately mid-way through the eight (8) hour shift during which time the employee is not on duty or on-call.

There shall be two (2) fifteen (15) minute rest periods on each workday. The time represents actual time away from the employee's regular duties. The rest periods will be scheduled midway between the time the employee starts the first half of their workday and midway between the second half of their workday to the extent practicable, but they may not be scheduled immediately before or after the meal period or at the start or end of a shift. When employees work beyond their regular quitting time, the Employer shall provide each employee with additional rest periods as provided above.

Section D

Flex time shall be made available to all employees within each unit. The supervisor is authorized to make reasonable modifications in requested work hours to meet the operational needs of the unit to ensure service to the public. Any needed modifications shall be assigned to the least senior employee who will meet the operational requirements of the unit, but shall not be applied arbitrarily or capriciously.

Authorized duty hours are from 7:00 a.m. to 5:00 p.m.

Productive work must be performed during hours charged to pay status, with the exception of "breaks".

The reporting of absences will be no later than 8:30 a.m. or earlier if possible. All absences must be reported by the employee to their respective supervisor. If their supervisor is not available, then their report shall be made to the Department Administrator or the Assistant Director, and if none of the above are available, then any Administrator.

Employees on flex time shall not be considered late until after 8:30 a.m. This provision shall not apply to any employee whose time has been modified to cover the operational needs of the unit.

Flex time shall apply to custodial employees to the extent that the employee shall have the right to report work up to one-half (1/2) hour before and one-half (1/2) hour after the time the employee is assigned to report to work.

Management will attempt to apply make-up time rules in a more consistent manner.

To request a vacation day off or a personal day employees will be given the cell phone number of their supervisor and the back-up supervisor. The employee will call the immediate supervisor first. The employee will then call the back-up supervisor, another supervisor, or the administrator.

Should the employee experience an emergency and can't reach either supervisor then the employee shall call the Program Administrator.

Section E

If inclement weather conditions are so hazardous that it is not possible to report to work, the employee shall contact his/her immediate supervisor or department head, who may authorize absence or late arrival. Employees can use vacation and/or compensatory time for such authorized absence or late arrival.

Section F

If there shall be a declared state of emergency by the Director of the Department of Job and Family Services or his/her designee and the agency is closed, bargaining unit employees shall be paid for all hours of the employee's normal work schedule during the emergency situation.

Section G

The Employer will consider a modified work schedule of four (4) ten (10) hour days based upon the operational needs of the Agency. This consideration would be applicable from June 01 through September 01 each year.

ARTICLE 16 – LATE AND ABSENTEEISM POLICY

Background: The parties (Lawrence County Department of Job and Family Services and AFSCMD Local 3319) have concerns regarding absenteeism and lateness. A pattern of absenteeism and lateness has developed that affects morale, the flow and distribution of work and services to clients. The parties seek to develop and implement a policy that is fair and impartial and meets the needs of the agency, the employees and the agency's clients.

The guidelines will apply to all agency employees whether management or union.

Reoccurring incidents of lateness or absenteeism due to the chronic medical condition of an employee or an employee's family member shall be dealt with through the application of the Family and Medical Leave Act (FMLA), ADA, and Workers' Compensation with time running concurrent.

Lateness

1. There will be a "no fault" policy regarding start of shift lateness. Late is late and is defined as 8:31 a.m.
2. Employees will be allowed twelve (12) incidents of lateness per year. Upon the 12th incident, the employee will be counseled that they have reached their limit for the year. This counseling is not to be considered as discipline. Subsequent violations of the policy will be handled according to the contract language regarding discipline.
3. If during inclement weather, the school district in which you reside has a delay, you will not be considered late. The employee will, however, be responsible for the time used after 8:30 a.m..

Extended Lunches

The practice will continue as in the past with the exception that if an employee knows he or she is going to or may be late returning, their Supervisor is to be notified, by email prior to the employee leaving for lunch. If, during the lunch period, it becomes apparent that the employee may be late returning (15 minutes or more) they are to notify their Supervisor by phone. Failure to do so will count as late.

Absenteeism

The current contract language made dealing with absenteeism more difficult. As a result the parties agreed upon a list of things to be taken into consideration when determining whether the use of vacation, sick or personal time is abusive. Vacations, sick or personal time scheduled in advance are exempted and will not be cause for discipline. The

problem areas identified was the excessive use of same-day call-ins for sick, personal or vacation days.

The considerations are:

1. Frequency
2. Lack of Notice
3. Pattern – for example: Fridays, Mondays, days before or after holidays, etc.
4. Impact on Workload

Employees utilizing eight (8) hours sick leave the day before and/or the day after a scheduled vacation or holiday without a valid documented proof of illness (Doctor's statement) shall be subject to corrective action.

Tracking rosters will be made accessible to the union steward for purpose of investigating consistency of application throughout the agency. Management tracking rosters will be made accessible upon written request and viewed in the presence of Human Resource Office and person whose roster was requested.

ARTICLE 17 – NON-DISCRIMINATION

Section A

No person or persons responsible to the Employer, or the Employer, shall discriminate for or against any employee on the basis of race, religion, color, sex, national origin, marital status, political affiliation, age, or disability.

Section B

The Employer agrees that there shall be no discrimination, interference, restraint, coercion, or reprisal against any employee because of union membership, or lawful Union activity.

Section C

No employee, including management, supervisory and bargaining unit personnel, shall engage in any form of sexual harassment toward another employee or a client, nor shall there be abusive language or hostile actions directed toward the same.

It is agreed that no employee, including management, supervisory and bargaining unit personnel, shall discuss situations or dislikes about one employee to another so as to discredit other employees or create acts of favoritism or other non-professional behavior.

ARTICLE 18 – SAFETY

Section A

It is the responsibility of the Employer to provide safe working conditions, tools, equipment, and working methods for its employees.

The Employer shall make reasonable provisions for the safety of its employees, and agrees to comply with all applicable federal and state laws relating to such.

The Union acknowledges the role of the bargaining unit members in maintaining and improving the safety for all employees through mature and responsible operation of equipment and supplies.

Section B

The Employer agrees that employees working on V.D.T.'s for period of four (4) or more hours straight, shall be given a fifteen (15) minute break every hour from working on the V.D.T., being permitted to perform other tasks during that time. It is also agreed that the Employer shall furnish all technical information regarding equipment designs, operation and maintenance upon request of the Union or prior to the purchases of any new equipment of this nature. It is also agreed that the Employer shall make every reasonable effort to furnish proper equipment in the utilization of V.D.T.'s.

Section C

The Employer agrees to maintain proper ventilation and temperatures of all buildings.

Section D

The Employer will provide employees vaccinations for TB, flu, Hepatitis B and pneumonia, at the Employer's expense through the Health Department.

Section E

The Employer and the Union agree to establish a safety committee to address on-going safety concerns of the agency. Such committee shall meet upon notification of the union or by management.

The safety committee shall be comprised of three (3) representatives of the Employer and three (3) representatives of the Union.

ARTICLE 19 – MISCELLANEOUS

Section A

If the Employer requires an employee to use his/her own automobile for county business, the employee shall be reimbursed at the rate of fifty cents (\$.50) per mile, or the IRS rate if lower.

If there is an optional training opportunity, (e.g. Director's Workshop) the Employer may require car pooling. However, not more than two (2) employees for any one (1) vehicle shall be required. Employees may request an exception to this rule from the Director.

Section B

A non-bargaining unit employee shall not do bargaining unit work in order to displace an existing bargaining unit employee. However, layoff or job abolishment due to lack of funds or lack of work, on-call, back-up, and fill-in due to unexpected absences shall not be considered displacements in the application of this Article.

Bargaining unit members shall not be placed in supervisory positions temporarily.

Section C

The Employer shall have the right to contract out work provided that no bargaining unit employee is laid off, reduced in pay, or demoted as a result of contracting out. Before contracting out any work the Employer and Union shall meet and share information about the work contemplated contracting out to allow the Union input to determine whether or not there are bargaining unit members that can do the work.

Section D

This contract shall be completed with at least eight (8) original documents for signature, with the Union receiving five (5) signed originals and the Employer receiving at least three (3) signed originals. The cost of all remaining copies for all Union members and the Administration shall be shared equally by the parties.

Section E

Union stewards and non-employee representatives shall have access to bargaining unit members' personnel files for the purpose of investigating grievances. Written notification shall be given to the affected employee and said employee shall have the right to be present when viewing occurs. A copy of this notice shall remain in the employee's personnel file, and the original presented to management. The Union shall be responsible for maintaining the confidentiality of the material in the personnel file. No material shall be removed from the file or copied without permission of the affected employee, except through written request for specific documents, to be supplied at a grievance proceeding or other similar proceeding.

Section F

Employees may receive up to \$35.00 per day for meals when attending meetings, workshops, and training sessions that are required and/or endorsed by the agency including those conducted in the local area.

Reimbursement shall be as follows: nine (9) dollars for breakfast, eleven (11) dollars for lunch, and fifteen (15) dollars for supper.

An employee traveling outside of Lawrence County due to job related duties shall be reimbursed for lunch.

Outside of the Tri-State area will be determined by the Tri-State Yellow Pages map. Reimbursement must be submitted in a three (3) month time period from date of out-of county travel.

Section G

It is agreed that Income Maintenance, and Jobs, and Children Services caseload counts shall be recounted at least once each calendar year by the Employer and the caseworker, and the case loads shall be distributed equally, or as reasonably possible, among all caseworkers.

For the purpose of this section active P.I.P. cases shall be defined as a case.

Section H

Management will provide notification to each employee by Wednesday following a pay period of any time discrepancies and each employee is responsible to make arrangements with their supervisor to cover such discrepancies by the conclusion of that week.

Section I

Newly hired employees of the Lawrence County Department of Job & Family Services who have prior service time with the state or political subdivision of the state shall not be permitted to utilize paid sick leave hours accumulated with another employer until completion of his/her initial probationary period with the Lawrence County Department of Job & Family Services.

Section J

Fringe benefits affidavits are required when applicable.

ARTICLE 20 – OVERTIME

Section A

Bargaining unit employees shall be paid time and one-half for all hours worked in excess of forty (40) hours per week.

Section B

The Employer shall attempt an equitable distribution of overtime among employees within established classification groups (as set forth in the last paragraph of Section B). Employees who are offered overtime and for any reason refuse or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime distribution.

The Employer shall maintain an overtime roster by classification groups which shall show employees by name and classification and reflect the hours of overtime worked, hours refused, and negative contact for the purpose of this Article and shall be posted at their current locations in each building and updated monthly. Balance will return to zero annually on the effective date of contract.

The Employer shall establish an overtime roster of bargaining unit employees who fall in one of the following classification groups: Group #1 – General Clerical; Group #2 – Clerical Specialist (Food Stamp Unit) and Benefit Recovery Clerical; Group #3 – I.M.W. III Caseworkers; all others shall be grouped according to their job duties.

If an insufficient number of employees accept overtime, then the overtime shall be offered to all other qualified caseworkers. The call for overtime shall be made in the manner as prescribed within this Article.

All groups shall be grouped according to their seniority. When General Clerical overtime becomes necessary, those individuals who maintain the primary work functions or responsibilities needed to complete the tasks shall be given the first opportunity to work overtime. In the event that additional workers are required for the purposes of working overtime (outside the primary work function) then the Employer shall offer overtime to the most senior employee in the Clerical roster Group #1.

Section C

If it is determined that overtime has not been equitably distributed, then the employee adversely affected shall be given the next available overtime until the overtime has been equalized.

Section D

For the purpose of calculating overtime, any time spent in paid status, such as sick leave, holiday, vacation, etc., shall be counted as hours worked during the work week.

Employees will have the opportunity to work the full amount of time as initially presented for their acceptance unless beyond the control of management.

Any employee who voluntarily accepts overtime, or is assigned mandatory overtime, and does not fulfill such responsibilities, may be subject to appropriate disciplinary action unless reasonable justification is provided to the Employer for such absence.

Section E

There will be mandatory overtime only when necessary to fulfill operational requirements due to extraordinary circumstances, determined by the reasonable discretion of the Director or his/her designee.

In instances of mandatory overtime, the employees with the greatest classification seniority in the unit will be offered first chance to reject, continuing through the group. The option of refusing is also dependent upon the number of employees in that classification required to fill the operational needs of the work to be performed.

Section F

Compensatory Time

LCDJFS may provide compensatory time off in lieu of monetary overtime compensation at a rate of one and one-half (1 ½) hours of compensatory time for each hour of overtime worked. Employees may accrue up to 40 hours compensatory time. Thereafter overtime will be paid at the rate in cash.

The employee is permitted to make his/her choice (overtime pay or compensatory time off) known to the Employer not later than the end of the work week in which overtime was earned.

Upon termination of employment, an employee will be paid for unused compensatory time at the rate of pay they are presently earning. If an employee wishes to use compensatory time off, it shall be at a time consistent with the operating needs of the Employer and only with prior approval.

Section G

Employees who are placed on-call shall receive forty-five dollars (\$45.00) for each day Monday through Thursday in on-call status. Employees shall receive fifty dollars (\$50.00) for each day on Friday, Saturday, Sunday and any holiday in on-call status. Employees who are recalled to work shall receive, in addition to on-call pay, a minimum of four (4) hours the employee's regular hourly rate of pay regardless of the number of hours worked, but are only entitled to this minimum once for each twenty-four (24) hour period of call back status. When the point is reached where, by singular or multiple call-outs within the period, the actual hours worked provides compensation exceeding the assured minimum, overtime pay provisions shall apply. Should the employee be called out, same shall receive the four (4) hour minimum, or the applicable rate, whichever is greater.

The twenty-four hour period of call back status shall be from 4:30 p.m. to 4:30 p.m.

Section H

If an employee is placed in jail solely for the performance of his/her duties, he/she shall continue to receive his/her pay as if performing his/her regularly scheduled duties.

Section I

Overtime should be authorized in advance by the supervisor. However, unusual circumstances and situations may require employees to work overtime without prior authorization. Whenever such circumstances occur, employees shall request such authorization as soon as possible.

Section J

Should an employee be required to work any holiday as listed in Article 24 of this Agreement, same shall receive double time (2 times) their hourly rate in addition to their holiday pay for all hours worked on said holiday, or the guaranteed minimum, whichever is greater.

Section K

Probationary employees shall not be excluded from overtime work once the employee carries a full case load and when across-the-board overtime is offered.

ARTICLE 21 – PAID LEAVES

Section A – PERSONAL LEAVE

Up to 48 (forty-eight) hours per year may be taken for personal reasons. Personal leave shall be credited to each employee not on probationary new-hire status effective the pay period which includes November 01, and on each November 01 thereafter. The leave shall be taken at the discretion of the employee; subject only to refusal by the supervisor or department head if such leave substantially disrupts the services and operations of the unit.

Employees hired after the effective date of this contract will be credited with eight (8) hours personal leave upon successful completion of the 120 working day probationary period.

If an employee does not utilize his/her personal leave, the employee has the option to carry the time forward or convert such to cash at 100%, effective the pay period which includes November 1st and May 1st of each year thereafter, being payable within thirty (30) days. Employees may choose to convert once, twice, or not at all.

Upon ratification of this contract with the signatures of the bargaining unit, the employer and the county commissioners, any employee wishing to convert personal leave to cash may do so by a date to be determined by the employer. The following payments will revert to dates as listed in the contract on pay periods including May 1st and November 1st for the life of current contract.

Notification must be submitted to Personnel Office no later than September 02, 2010 to receive payment by September 17th.

Management agrees to provide personal leave conversion payments in a separate check provided that it is operationally feasible.

Utilization of personal leave shall be taken in minimum units of one-quarter (1/4) hour increments.

Section B – BEREAVEMENT LEAVE

An employee shall be granted a five (5) day leave of absence with pay, in the event of the death of a spouse, child, step-child, foster child, mother, father, siblings, step-father, step-mother, mother-in-law, father-in-law, daughter-in-law, son-in-law, domestic partner, grandparent or grandchild. If additional time is needed, the Director or his/her designee

may grant additional time off without pay, or the employee may use any time he/she has accumulated.

Section C – MILITARY LEAVE

An employee of the Department who is a member of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or a member of other reserve components of the armed forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty not to exceed thirty-one (31) days in any calendar year.

Section D – COURT LEAVE

Employees shall be paid their regular rate of pay for time spent in jury duty or as a witness subpoenaed to testify in an action, which is not of a personal nature; provided that all compensation received for jury service or witness fees shall be paid by the employee to the Employer.

Section E – EDUCATION LEAVE

Employees selected by the Employer to attend work-related classes or scheduling shall not lose time or pay for attending such classes. The Employer shall attempt to equalize said training within reason to all employees, and shall not be arbitrary or capricious is same.

ARTICLE 22 – LEAVE OF ABSENCE

Section A

Employees shall make written application for leave of absence two (2) weeks in advance to the Director or his/her designee. Emergency leave may be granted at the discretion of the Director or his/her designee.

All approved leaves will indicate a specific date on which the employee is expected to return to work.

Employees on approved leave are guaranteed the same or similar position upon their return. However, employees do not earn sick leave or vacation time while on unpaid status.

If an employee misrepresents facts or makes false statements when requesting leave, any leave granted may be cancelled and the employee subject to appropriate disciplinary action.

Section B

Personal leave without pay may be granted for up to six (6) months at the reasonable discretion of the Director or his/her designee.

Education leave without pay may be granted for up to one (1) year at the reasonable discretion of the Director upon consideration of the following conditions:

1. Operational requirements of the Department are maintained.
2. Work force sufficient to maintain caseload in the unit.
3. Approved course of study related to work performed.
4. Accredited institution and program.

Maternity leave without pay will be granted for up to six (6) months upon submission of appropriate physician's statements. Such maternity leave may be granted without physician statement, when warranted by circumstances.

Disability leave without pay will be granted upon exhaustion of an employee's sick leave, if the employee is:

1. Hospitalized or institutionalized; or

2. Convalescing as authorized by a physician; or
3. Declared by a physician as unable, due to personal disability, to perform his/her duties.

Disability leave without pay may be granted for a maximum of one (1) year. An employee must give the Employer prior notice of their ability to return to work. An employee must also furnish a physician's statement that he/she is capable of performing the duties of his/her position. The employee is solely responsible for the expense of this statement.

Section C

Employment shall be considered terminated if an employee fails to return on the date indicated, and an extension has not been requested and approved. Any extension of an approved leave shall be applied for at least fourteen (14) days before the exhaustion of the prior leave and shall be at the discretion of the Director or his/her designee.

Section D

Duly elected Union delegates or alternates to the annual conventions of the Union Council and the Biennial Conventions of the AFSCME, AFL-CIO, may at the reasonable discretion of the Director, or his/her designee, be granted time off without pay for the purpose of participating in such conventions, not to exceed ten (10) days per delegate for each such convention.

The number of delegates may be restricted at the reasonable discretion of the Director or his/her designee.

Section E

When an employee is on an approved maternity leave or an approved disability leave, and has reached a non-paid status, the Employer shall continue, at the appropriate rate, the coverage of the group health insurance as called for in the Insurance Article of the contract for the first three (3) months on non-paid status.

At the end of this three (3) month period, the employee shall have insurance conversion rights, at the employee's expense, if so desired.

The Employer shall only be required to provide the three (3) month coverage referred to above for any one employee for a total of three (3) months within any twelve (12) month period. This twelve (12) month period shall begin on the first day of the first leave in which the Employer provides the above mentioned coverage.

The union President or her/his designee shall send to the Director a list of delegates utilizing Union Leave under Section D of this Article, twenty (20) days in advance of said leave, if practicable, or as far in advance as is feasible.

Section F

UNION LEAVE

The Employer agrees that an employee may be selected by the Union to participate in Union activities for a one (1) year period; therefore, the Employer agrees to permit an employee selected by Council 8, AFSCME, AFL-CIO, a leave of absence for duration of one (1) year upon thirty (30) days' written notice. Said leave shall be renewable upon mutual agreement between the parties. Said selected employee shall not receive hourly base rate pay for duration of said leave and shall receive no benefits of any kind whatsoever other than transitional hospital benefits, if such benefits are payable under the insurance policy.

The Employer may replace said employee according to the terms of this Agreement; however, upon said employee taking such leave returning, the Employer may return the employee filling the vacant position to his/her prior position or displace a newly hired employee without the removed or displaced employee having any recourse against the Employer, when such is done to permit the returning employee to return to his/her prior position. This shall apply to any other employee removed or displaced as a result of the returning employee.

Section G

FAMILY AND MEDICAL LEAVE

The Employer agrees to comply with the Family and Medical Leave Act of 1993.

Employees must request and make application for a FMLA leave before such leave can be granted.

ARTICLE 23 – JOB DESCRIPTIONS

Section A

Each employee and the Union shall be provided with a copy of the job description for their classification.

Section B

The Employer agrees to continue to use those procedures as set forth by the DAS for creation or change of job descriptions.

The Employer agrees that any newly established classification shall fall within the said classification plan. However, should a new classification or description be established by the Employer which is not encompassed within the DAS classification plan, then the wages for such position shall be negotiable.

The Employer agrees to assist any employee through the appropriate job audit procedures, at the effected employee's request, in an attempt to get job titles proportionate to job duties performed and pay commensurate with such through the DAS process.

The Union shall have the right to challenge, through the grievance procedure, the reasonableness of any change in job descriptions.

ARTICLE 24 – SICK LEAVE

Employees shall be given an option of sick leave plans. Each employee shall choose either “Plan A” or “Plan B”.

All bargaining unit employees shall submit a form provided by management electing their choice of current sick leave procedure or the incentive procedure. This form must be submitted to the payroll department by October 31st each year of the current contract. Any employee that fails to submit his/her form shall remain on the current procedure.

Section A – Sick Leave Accrual

Beginning with the pay period which includes November 01, 2012, employees shall accrue sick leave at the rate of 4.6 hours for each eighty (80) hours in active pay status.

Sick leave may be utilized by employees who are unable to work because of illness, injury, or pregnancy related conditions of the employee or a member of his/her immediate family as defined herein, or because of medical appointments or other ongoing treatment of the employee or immediate family.

Unused sick leave may be accumulated without limit. When sick leave is used, it shall be deducted on the basis of one quarter (1/4) hour increments. Sick leave will be paid at the employee’s regular, full rate of pay.

The Director or designee may require an employee to furnish a satisfactorily written signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave.

In the event that it is determined that there is reasonable concern about an employee’s ability to perform his/her duties due to ongoing health problems the Director, or his/her designee may require the employee to undergo medical evaluations by qualified medical authorities paid for by the agency. Upon receipt of the results of such evaluations appropriate action or accommodations shall be implemented.

Sick leave or medical requests implies that the employee or member of the immediate family requires medical treatment, personal care, or convalescence time. Activities not directly related to sick or medical leave request constitutes a misuse of the employee’s leave and will result in appropriate disciplinary action.

The Employer will make every effort to supply each employee, on a monthly basis, a statement of earned leave balances. If there is a discrepancy or if clarification is

necessary, the employee should make his/her respective supervisor aware of any such discrepancy as soon as possible after receipt of the statement.

Section B – Carry-Over and Conversion

In the pay period including November 1st and May 1st, employees will be offered the opportunity to convert to cash any part of his/her accrued sick leave for the prior year at the rate of 50 percent (50%). (Example: 10 days of unused sick leave is convertible to 5 days wages at the employee's regular rate. The remaining 5 days [50% of the 10] are waived.) This opportunity to convert will be available beginning November 1st, and continue annually each May 1st and November 1st. Employees may choose to convert once, twice, or not at all. Any employee not exercising a claim on or before November 1st through November 15th and/or May 1st through May 15th will automatically have the hours carried forward. All accumulated sick leave that has been earned in previous years will be carried forward and is not convertible to cash, but may be utilized as outlined in this policy. Employees choosing to convert any of their time to cash should provide their supervisor with at least a two (2) weeks' notice in order for processing.

Upon ratification of this contract with signatures of the bargaining unit, the employer and the county commissioners the November 01, 2012 opportunity to convert to cash any part of his/her accrued sick leave for the prior year will be at the normal percentage rate as listed in the previous paragraph.

You must opt to receive payment by a date set by the Director. Payments following November 01, 2012 (May 1st and November 1st for life of contract) will be at original carry-over and conversion rate of 50%.

Management agrees to provide sick leave conversion payments in a separate check provided that it is operationally possible.

Section C – Retirement and/or Death of Employee

Upon retirement only, accumulated sick leave shall be paid at the rate of eighty percent (80%).

In the event of the death of the employee, all accumulated sick leave shall be paid to the surviving spouse or to the estate of the employee, if there is no surviving spouse.

Section D

Employees who are in non-pay status and not on an approved disability leave or any other approved leave will have automatic progressive discipline imposed beginning with:

1. Counseling
2. Verbal reprimand
3. Written reprimand
4. One day suspension
5. Two day suspension
6. Termination

Upon execution of this agreement, all employees shall have the right to the progressive discipline procedures as described above regarding non-approved non-pay status. However, any employees having already received Step 1 or any other discipline regarding this issue shall begin at Step 2.

Time limits on removal of discipline as outlined in Article 10 shall apply to this Article. Once this applies, the employee would next return to Step 2.

Section E – Time Exchange Program

This section dedicated to the memory of our friend and co-worker, Carla Brammer, who fought tirelessly on behalf of her union brothers and sisters for a time exchange program so that others would not suffer in their time of need.

Employees may choose to donate any portion of accumulated sick leave to a sick leave time exchange program, to be credited to employees who lose active payroll status due to an illness for a two (2) week period. The off-payroll status period may be shortened at the discretion of the Director.

Sick leave donation is strictly voluntary and confidential and must designate to who time applies. Sick leave donation forms will be available from the Human Resource Office I and shall be attached to a Request for Leave form.

Definitions:

- a) Active pay status – conditions under which an employee is eligible to receive pay, which includes, but is not limited, vacation leave, sick leave, and personal days.
- b) Immediate family – includes grandparents, grandparents-in-law, siblings, siblings-in-law, children-in-law, parents, step-parents, parents-in-law, spouse, children, step-children, foster children, grandchildren, domestic

partner, or legal guardian, or any relative living within the immediate household.

- c) Non-pay status – the condition under which an employee is ineligible to receive pay, which includes, but is not limited, leave without pay, leave of absence, and disability leave.

ARTICLE 24 – SICK LEAVE

PLAN B “INCENTIVE PLAN”

Employees shall be given an option of sick leave plans. Each employee shall choose either “Plan A” or “Plan B”.

All bargaining unit employees shall submit a form provided by management electing their choice of current sick leave procedure or the incentive procedure. This form must be submitted by to the payroll department by October 31st each year of the current contract. Any employee that fails to submit his/her form shall remain on the current procedure.

Section A – Sick Leave Accrual

Beginning with the pay period which includes November 01, 2012, employees shall accrue sick leave at the rate of 3.2 hours for each eighty (80) hours in active pay status.

Sick leave may be utilized by employees who are unable to work because of illness, injury, or pregnancy related conditions of the employee or a member of his/her immediate family as defined herein, or because of medical appointments or other ongoing treatment of the employee or immediate family.

Unused sick leave may be accumulated without limit. When sick leave is used, it shall be deducted on the basis of one quarter (1/4) hour increments. Sick leave will be paid at the employee's regular, full rate of pay.

The Director or designee may require an employee to furnish a satisfactorily written signed statement to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave.

In the event that it is determined that there is reasonable concern about an employee's ability to perform his/her duties due to ongoing health problems the Director, or his/her designee may require the employee to undergo medical evaluations by qualified medical authorities paid for by the agency. Upon receipt of the results of such evaluations appropriate action or accommodations shall be implemented.

Sick leave or medical requests implies that the employee or member of the immediate family requires medical treatment, personal care, or convalescence time. Activities not directly related to sick or medical leave request constitutes a misuse of the employees leave and will result in appropriate disciplinary action.

The Employer will make every effort to supply each employee, on a monthly basis, a statement of earned leave balances. If there is a discrepancy or if clarification is necessary, the employee should make his/her respective supervisor aware of any such discrepancy as soon as possible after receipt of the statement.

Section B – Incentive Program

This incentive option will go into effect the first full pay period after October 31, 2012.

Each six (6) months thereafter, for any employee that has accumulated an unutilized balance of 24 hours or more of sick leave during that six month period, a payment will be made by the Employer, at the employees rate of pay, at that time, times the balance of those hours.

Employees will maintain their sick hours and receive that payment within thirty days of the expiration of the six (6) month period.

Employees with sick leave balances upon the initiation of this program may utilize this prior accumulated time prior to deducting from their six month accumulation by so designating on their leave request.

Employees not having the twenty-four (24) or more hours, as an unutilized balance for the six (6) month period will not be eligible for the incentive payment, but will maintain their balance of time.

Utilization of sick leave should be in accordance with Section A of this Article.

Section C – Carry-Over and Conversion

In the pay period including November 1st and May 1st, employees will be offered the opportunity to convert to cash any part of his/her accrued sick leave for the prior year at the rate of 50 percent (50%). (Example: 10 days of unused sick leave is convertible to 5 days wages at the employee's regular rate. The remaining 5 days [50% of the 10] are waived.) This opportunity to convert will be available beginning November 1st, and continue annually each May 1st and November 1st. Employees may choose to convert once, twice, or not at all. Any employee not exercising a claim on or before November 1st through November 15th and/or May 1st through May 15th will automatically have the hours carried forward. All accumulated sick leave that has been earned in previous years will be carried forward and is not convertible to cash, but may be utilized as outlined in this policy. Employees choosing to convert any of their time to cash should provide their supervisor with at least a two (2) weeks' notice in order for processing.

Upon ratification of this contract with signatures of the bargaining unit, the employer and the county commissioners the November 01, 2012 opportunity to convert to cash any part

of his/her accrued sick leave for the prior year will be at the normal percentage rate as listed in the previous paragraph.

You must opt to receive payment by a date set by the Director. Payments following November 01, 2012 (May 1st and November 1st for life of contract) will be at original carry-over and conversion rate of 50%.

Management agrees to provide sick leave conversion payments in a separate check provided that it is operationally possible.

Section D – Retirement and/or Death of Employee

Upon retirement only, accumulated sick leave shall be paid at the rate of eighty percent (80%).

In the event of the death of the employee, all accumulated sick leave shall be paid to the surviving spouse or to the estate of the employee, if there is no surviving spouse.

Section E

Employees who are in non-pay status and not on an approved disability leave or any other approved leave will have automatic progressive discipline imposed beginning with:

1. Counseling
2. Verbal reprimand
3. Written reprimand
4. One day suspension
5. Two day suspension
6. Termination

Upon execution of this agreement, all employees shall have the right to the progressive discipline procedures as described above regarding non-approved non-pay status. However, any employees having already received Step 1 or any other discipline regarding this issue shall begin at Step 2.

Time limits on removal of discipline as outlined in Article 10 shall apply to this Article. Once this applies, the employee would next return to Step 2.

Definitions:

- a) Active pay status – conditions under which an employee is eligible to receive pay, which includes, but is not limited, vacation leave, sick leave, and personal days.

- b) Immediate family – includes grandparents, grandparents-in-law, siblings, siblings-in-law, children-in-law, parents, step-parents, parents-in-law, spouse, children, step-children, foster children, grandchildren, domestic partner, or legal guardian, or any relative living within the immediate household.

- c) Non-pay status – the condition under which an employee is ineligible to receive pay, which includes, but is not limited to, leave without pay, leave of absence, and disability leave.

ARTICLE 25 – HOLIDAYS

Section A

All full-time employees in active pay status will be paid for the following holidays:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve

Section B

If a holiday falls on a Saturday, it is implemented on Friday. If a holiday falls on Sunday, it is implemented on Monday. If a holiday falls on a Friday-Saturday, it is implemented on Thursday-Friday. If a holiday falls on Sunday-Monday, it is implemented on Monday-Tuesday (e.g., Christmas Eve, Christmas Day and/or New Year's Eve, New Year's Day).

ARTICLE 26 – VACATION

Section A

Vacation leave shall accrue to the employee per pay period in active pay status as defined below. Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave. Vacation leave may be taken by the employee during the year in which it accrued, unless the employee wishes to accumulate and carry over his/her accrued vacation leave to the following year. Vacation leave may accumulate as earned without limit and may be converted to cash as outlined in Section E.

Section B

One (1) year of service shall be computed on the basis to twenty-six (26) bi-weekly periods.

All full-time employees shall earn vacation leave based on years of service with the Lawrence County Department of Job and Family Services. Credit will be given for service accumulated within the Ohio Civil Service System.

Accumulation shall be as follows:

SERVICE IN DEPARTMENT	MAXIMUM ACCUMULATION PER PAY PERIOD	TOTAL PER YEAR
Less than one year	3.1 hours	Up to 40 hours (5 working days – taken after 6 months service)
One year of service, but less than 5 years	3.1 hours	80 hours (10 working days)
5 years of service, but less than 10 years	4.6 hours	120 hours (15 working days)
10 years of service,	6.2 hours	160 hours

but less than 15 years		(20 working days)
15 years of service, but less than 20 years	7.7 hours	200 hours (25 working days)
20 years of service, but less than 25 years	9.2 hours	240 hours (30 working days)
25 years or more of service	10.8 hours	280 hours (35 working days)

Section C

In the case of death of an employee, the unused vacation leave of such employee shall be paid to the employee’s surviving spouse and if there is no surviving spouse, to the employee’s estate.

Section D

Vacation time shall be taken in minimum units of one quarter (1/4) hour increments. Vacation requests must have the approval of the immediate supervisor and such requests shall not be unreasonably denied.

Section E

In the pay period which includes November 1st and May 1st, employees will be offered the opportunity to convert to cash 50% of his/her accrued vacation leave for the prior year at the rate of 100%. This opportunity to convert will be available beginning the pay period including November 01, 2012 and May 1st continuing each year thereafter, at six (6) month intervals. Employees may choose to convert once, twice, or not at all. An employee not exercising the option on or before November 15th and May 15th of each year will automatically have the hours carried forward. All accumulated vacation leave that has been earned in the previous years is not applicable to the conversion process but can be utilized under the other sections of this Article. Employees choosing to convert any of their time to cash should provide their supervisor with at least two (2) weeks’ notice in order for processing.

Upon ratification of this contract with signatures of bargaining unit, the employer and the county commissioners the November 01, 2012 opportunity to convert to cash any part of

his/her accrued vacation leave for the prior year will be at the same rate as mentioned in the previous paragraph.

You must opt to receive payment by a date specified by the Director. Payments following November 01, 2012 (May 1st and November 1st for life of contract) will be at the original carry-over and conversion rate of 50% at 100%.

Management agrees to provide vacation conversion payments in a separate check provided that it is operationally possible.

Upon any separation of employment, employees shall be entitled to compensation at his/her current rate of pay for all accrued and unused vacation leave to his/her credit at the time of separation.

Section F

Vacation pay for a week or more will be paid in advance of the vacation if a written request for same is made by the employee at least three (3) weeks or more before the regular pay date. Vacation pay may be included in the regular pay check.

Section G

Employees who are on vacation and who suffer a death in the family and/or a verifiable sick leave emergency (e.g. accident, hospitalization, etc.) shall be permitted to rescind the vacation leave time requested and use bereavement leave and/or sick leave where appropriate.

ARTICLE 27 – TUITION REIMBURSEMENT

Section A

The Employer agrees to consider tuition reimbursement for employees subject to the discretion of the Director or his/her designee; the availability of funds; the job-relatedness of the course of study, the course of study being offered at an accredited school, college, or university; the application being made thirty (30) days in advance of the start of the course of study; that grades of C or above, or the equivalent, are maintained; and if applicable, workload and unit strength.

ARTICLE 28 – INSURANCE

Section A

The Employer agrees to provide medical insurance availability to all employees. Upon insurance coverage renewal the Employer agrees to pay 100% of the premium for Option 3 medical coverage.

Employees hired after ratification of this contract will be responsible for 10% of their medical insurance premium effective November 01, 2012. This does not include any employees who are recalled due to previous layoff.

Section B

When an employee is on an approved maternity leave or an approved disability leave, and has reached a non-paid status, the Employer shall continue the coverage of the group health insurance as called for in this Article for the first three (3) months on non-paid status.

At the end of this three (3) month period, the employee shall have insurance conversion rights, at the employee's expense, if so desired. The Employer shall only be required to provide the three (3) month coverage referred to above for any one employee for a total of three (3) months within any twelve (12) month period. This twelve (12) month period shall begin on the first day of the first leave in which the Employer provides the above mentioned coverage.

Section C

The Employer agrees to pay \$69.00 per month per bargaining unit employee towards the cost for the coverage provided by the AFSCME Health Care Plan. Said coverage is for Dental II, Vision II, Life, Prescription, and Hearing Aid coverage. This cost shall remain constant for the term of the contract.

Section D

Employees not receiving the group health insurance plan upon the effective date of this agreement shall receive a lump sum amount on a yearly basis so long as the employee continues to not receive the group health insurance plan. The employee shall be paid the appropriate amount according to the plan the employee would be eligible for should the employee elect to participate in the group plan.

Employees exercising the insurance incentive will be eligible for said incentive commensurate. Employees not previously utilizing the insurance incentive, but who wish to now, will be eligible for payment at the end of three (3) months following the date of removal from the plan. Subsequent thereto, the employee shall receive the lump sum payment on the anniversary of the effective date of the employee leaving the plan so long as the employee remains off the plan on a continuous basis for the entire year. Once employees successfully complete their initial probationary period, they shall be eligible for the lump sum payment. Management agrees to provide insurance incentive payments in a separate check provided that it is operationally possible.

Should the employee return to the group health insurance plan, then the employee shall repay to the Employer the pro rata part of the remaining year in which the lump sum incentive was paid, payable on a monthly basis. Should an employee's status change as the plan that the employee would be eligible for, then the lump sum incentive shall change upon the following anniversary date of leaving the plan.

Section E

Management and county will establish a committee represented by a management and bargaining unit employee per department for the purpose of reviewing insurance proposals prior to a decision being made. The committee will review proposals and make recommendations to the Lawrence County Board of Commissioners as to the lowest and/or the best proposal.

ARTICLE 29 – WAGES

Section A

No later than 30 days from the effective date of this Agreement, the Employer agrees to pay to those bargaining unit members in active pay status a one-time payment of \$800.00. Employees currently on approved leave will be eligible for the lump sum. Employees currently on probationary new hire status will be eligible for the lump sum amount upon successful completion of the probationary period.

Management agrees to provide bonus payments in a separate check provided that it is operationally possible.

Section B

Employees shall be hired at Step 1 of the pay scale. Upon the completion of their probation, they shall be placed at Step 2 and shall proceed to the succeeding step annually thereafter. Subsequent step increases shall occur on the employee's anniversary date of completion of probation until the employee has reached the top step of the pay range for his position as set forth in Appendix "A". Employees who are promoted or reassigned shall be placed in the next succeeding step in their new job which provides the employee with a minimum of a four percent (4%) increase in wage from the step in which they were serving at the time of their promotion, and shall advance through the remaining steps (if any) in accordance with this Section. Wage rates shall be as set forth in Appendix "A" of this Agreement.

Section C

Beginning on the first day of the pay period within which the employee completes five (5) years of total service with the Employer, each employee shall receive an automatic salary adjustment equivalent to two and one-half percent (2 ½%) of the classification salary rate to the nearest whole cent. Each employee shall receive thereafter an annual adjustment equivalent to one-half of one percent (1/2%) of his/her classification salary rate, to the nearest whole cent, for each additional year of qualified employment.

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

Section D

Effective the first complete pay period subsequent to October 22, 2012, all hourly rates as they exist at the time on Salary Schedule A shall be increased by 3%.

Effective the first complete pay period subsequent to October 22, 2013, all hourly rates as they exist at that time on Salary Schedule A shall be increased by 3%.

Any employee hired after October 22, 2010 shall be paid according to Salary Schedule B.

Effective the first complete pay period subsequent to October 22, 2012 all hourly rates as they exist at that time on Salary Schedule B shall be increased by 3%.

Effective the first complete pay period subsequent to October 22, 2013 all hourly rates as they exist at that time on Salary Schedule B shall be increased by 3%.

Section E

Shift differential shall be paid at the rate of twenty-five cents (\$.25) per hour for hours between 4:30 p.m. and 12:30 a.m. and thirty cents (\$.30) per hour between 12:30 a.m. and 8:30 a.m. for those employees regularly scheduled to work other than first shift.

Section F

An employee who has served in the maximum step of a pay range more than twenty-six pay periods shall, following any change in classification or pay range which results in the employee being assigned to other than the maximum step of the pay range, advance to the next higher step of the pay range on the first day of the succeeding period.

Section G

It is agreed that the Director has the authority to grant performance incentives based upon established performance standards. The amount of the incentive payment(s) and criteria are at the discretion of the Director and are not affected by any other articles in this Collective Bargaining Agreement.

The Director agrees to meet with representatives of the Union, as selected by the Union, prior to the payment of any incentive payments.

ARTICLE 30 – DURATION

Section A

This collective bargaining agreement shall remain in full force and effect from October 22, 2012 to October 21, 2014 inclusive.

Notice to negotiate a successor agreement shall be given by either party no sooner than one hundred twenty (120) days, but not later than sixty (60) days prior to the expiration date of this Agreement.

Discussions will begin no later than sixty (60) days prior to the expiration date of this Agreement.

Section B

The date, time, place, and other conditions for negotiating sessions shall be established by mutual agreement between the parties.

Section C

This Agreement shall be binding upon both parties hereto together with their respective successors and assignees for the duration of this Agreement.

ARTICLE 31 – PARTISAN PARTIES

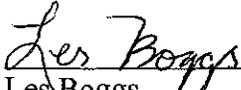
The Employer agrees to waive ORC 124.57 and OAC 123:1-46-02 as it pertains to Bargaining Unit employees and partisan politics. However, if an employee is a candidate for public office and is successful in winning that seat, and it creates a conflict in holding public office and his/her position with the Lawrence County Department of Job & Family Services, the employee will be required to resign his/her position with the Lawrence County Department of Job & Family Services upon assuming his/her public office seat.

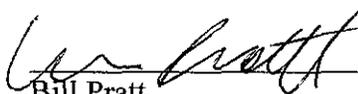
ARTICLE 32 – EXECUTION OF AGREEMENT

Section A

The undersigned, being the duly authorized representative of the Lawrence County Board of County Commissioners, the Lawrence County Department of Job and Family Services, and Ohio Council 8 of the American Federation of State, County, and Municipal Employees (AFSCME), and Local 3319, AFSCME, AFL-CIO, do hereby set forth their signatures to evidence their agreement to and acceptance of the terms and provisions of this Agreement, being effective as set forth in the Duration Article. This Agreement being effective and binding upon execution of all necessary signatures.

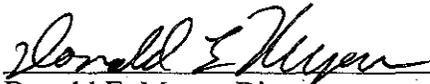
LAWRENCE COUNTY BOARD
OF THE COMMISSIONERS


Les Boggs


Bill Pratt

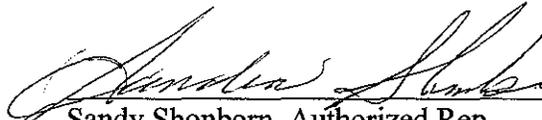

Freddie Hayes, Jr.

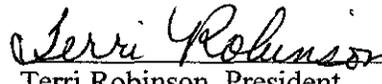
LAWRENCE COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES


Donald E. Myers, Director


Terry Porter, Assistant Director

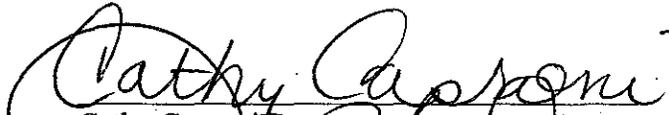
OHIO COUNCIL 8 AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES AND LOCAL 3319, AFSCME
AFL-CIO

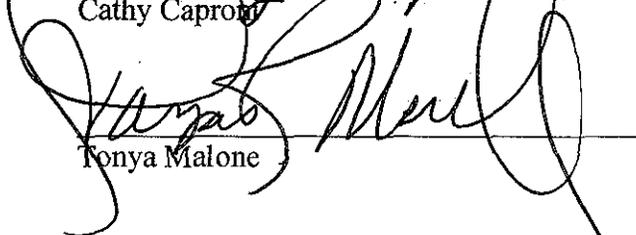

Sandy Shonborn, Authorized Rep.


Terri Robinson, President

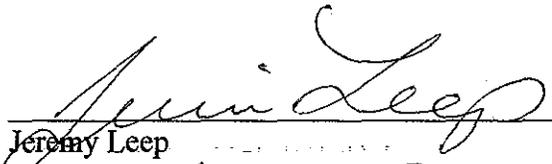

Lisa Massie, Vice President

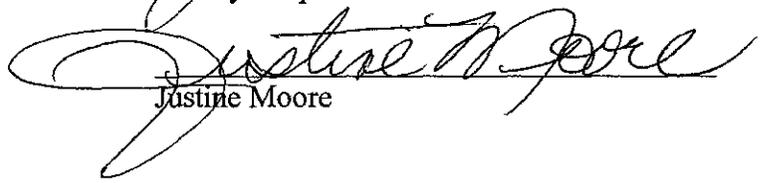
Debbie Drummond


Cathy Caproni


Tonya Malone

DATED: 9-19-12


Jeremy Leep


Justine Moore

APPROVED AS TO FORM:



Brigham Anderson, Assistant Law. Co. Prosecuting Attorney
As to Legal Form

SCHEDULE A

HOURLY RATE
EFFECTIVE 10/28/2012

PAY	STEP	STEP	STEP	STEP	STEP	STEP		
RANGE	1	2	3	4	5	6	7	8
01	\$13.92	\$14.19	\$14.42	\$14.72	\$15.01			
02	\$14.33	\$14.59	\$14.83	\$15.15	\$15.47			
03	\$14.72	\$15.01	\$15.31	\$15.65	\$16.00			
04	\$15.15	\$15.47	\$15.80	\$16.17	\$16.51			
05	\$15.65	\$16.00	\$16.36	\$16.73	\$16.99			
06	\$16.17	\$16.51	\$16.86	\$17.17	\$17.58			
07	\$16.73	\$16.99	\$17.37	\$17.76	\$18.20	\$18.72		
08	\$17.37	\$17.76	\$18.20	\$18.72	\$19.33	\$19.94		
09	\$18.20	\$18.72	\$19.32	\$19.94	\$20.72	\$21.53		
10	\$19.32	\$19.94	\$20.72	\$21.53	\$22.32	\$23.28		
11	\$20.72	\$21.53	\$22.32	\$23.28	\$24.25	\$25.33		
12	\$22.32	\$23.28	\$24.25	\$25.33	\$26.33	\$27.47		
23	\$14.42	\$14.72	\$15.01	\$15.31	\$15.63	\$15.99		
24	\$14.83	\$15.27	\$15.47	\$15.80	\$16.17	\$16.51		
25	\$15.31	\$15.66	\$16.00	\$16.37	\$16.73	\$16.99		
26	\$15.80	\$16.17	\$16.51	\$16.85	\$17.18	\$17.58		
27	\$16.36	\$16.73	\$16.99	\$17.37	\$17.76	\$18.20	\$18.72	
28	\$16.99	\$17.37	\$17.76	\$18.20	\$18.72	\$19.33	\$19.94	

SCHEDULE B

HOURLY RATE
EFFECTIVE 10/28/12 FOR EMPLOYEES HIRED AFTER 10/22/2010

PAY RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
01	\$12.82	\$13.36	\$13.92	\$14.19	\$14.42	\$14.72	\$15.01			
02	\$13.21	\$13.75	\$14.33	\$14.59	\$14.83	\$15.15	\$15.47			
03	\$13.57	\$14.13	\$14.72	\$15.01	\$15.31	\$15.65	\$16.00			
04	\$13.97	\$14.54	\$15.15	\$15.47	\$15.80	\$16.17	\$16.51			
05	\$14.42	\$15.02	\$15.65	\$16.00	\$16.36	\$16.73	\$16.99			
06	\$14.90	\$15.52	\$16.17	\$16.51	\$16.86	\$17.17	\$17.58			
07	\$15.42	\$16.06	\$16.73	\$16.99	\$17.37	\$17.76	\$18.20	\$18.72		
08	\$16.01	\$16.68	\$17.37	\$17.76	\$18.20	\$18.72	\$19.33	\$19.94		
09	\$16.77	\$17.47	\$18.20	\$18.72	\$19.32	\$19.94	\$20.72	\$21.53		
10	\$17.81	\$18.55	\$19.32	\$19.94	\$20.72	\$21.53	\$22.32	\$23.28		
11	\$19.10	\$19.90	\$20.72	\$21.53	\$22.32	\$23.28	\$24.25	\$25.33		
12	\$20.57	\$21.42	\$22.32	\$23.28	\$24.25	\$25.33	\$26.33	\$27.47		
23	\$13.29	\$13.84	\$14.42	\$14.72	\$15.01	\$15.31	\$15.63	\$15.99		
24	\$13.67	\$14.24	\$14.83	\$15.27	\$15.47	\$15.80	\$16.17	\$16.51		
25	\$14.11	\$14.70	\$15.31	\$15.66	\$16.00	\$16.37	\$16.73	\$16.99		
26	\$14.56	\$15.17	\$15.80	\$16.17	\$16.51	\$16.85	\$17.18	\$17.58		
27	\$15.08	\$15.71	\$16.36	\$16.73	\$16.99	\$17.37	\$17.76	\$18.20	\$18.72	
28	\$15.66	\$16.31	\$16.99	\$17.37	\$17.76	\$18.20	\$18.72	\$19.33	\$19.94	

SCHEDULE A

HOURLY RATE
EFFECTIVE 10/27/2013

PAY	STEP	STEP	STEP	STEP	STEP	STEP		
RANGE	1	2	3	4	5	6	7	8
01	\$14.33	\$14.62	\$14.85	\$15.16	\$15.46			
02	\$14.76	\$15.02	\$15.28	\$15.61	\$15.94			
03	\$15.16	\$15.46	\$15.77	\$16.12	\$16.48			
04	\$15.61	\$15.94	\$16.27	\$16.66	\$17.01			
05	\$16.12	\$16.48	\$16.85	\$17.23	\$17.50			
06	\$16.66	\$17.01	\$17.37	\$17.69	\$18.11			
07	\$17.23	\$17.50	\$17.89	\$18.29	\$18.75	\$19.28		
08	\$17.89	\$18.29	\$18.75	\$19.28	\$19.91	\$20.54		
09	\$18.75	\$19.28	\$19.90	\$20.54	\$21.35	\$22.17		
10	\$19.90	\$20.54	\$21.35	\$22.17	\$22.99	\$23.98		
11	\$21.35	\$22.17	\$22.99	\$23.98	\$24.97	\$26.09		
12	\$22.99	\$23.98	\$24.97	\$26.09	\$27.12	\$28.29		
23	\$14.85	\$15.16	\$15.46	\$15.77	\$16.09	\$16.47		
24	\$15.28	\$15.72	\$15.94	\$16.27	\$16.66	\$17.01		
25	\$15.77	\$16.13	\$16.48	\$16.86	\$17.23	\$17.50		
26	\$16.27	\$16.66	\$17.01	\$17.36	\$17.70	\$18.11		
27	\$16.85	\$17.23	\$17.50	\$17.89	\$18.29	\$18.75	\$19.28	
28	\$17.50	\$17.89	\$18.29	\$18.75	\$19.28	\$19.91	\$20.54	

SCHEDULE B

HOURLY RATE
EFFECTIVE 10/27/13 FOR EMPLOYEES HIRED AFTER 10/22/2010

PAY RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10
01	\$13.21	\$13.76	\$14.34	\$14.62	\$14.85	\$15.16	\$15.46			
02	\$13.61	\$14.16	\$14.76	\$15.03	\$15.28	\$15.61	\$15.93			
03	\$13.98	\$14.55	\$15.16	\$15.46	\$15.92	\$16.12	\$16.48			
04	\$14.39	\$14.98	\$15.61	\$15.93	\$16.27	\$16.66	\$17.01			
05	\$14.85	\$15.47	\$16.12	\$16.48	\$16.85	\$17.23	\$17.50			
06	\$15.35	\$15.99	\$16.66	\$17.01	\$17.37	\$17.69	\$18.11			
07	\$15.88	\$16.54	\$17.23	\$17.50	\$17.89	\$18.29	\$18.75	\$19.28		
08	\$16.49	\$17.18	\$17.89	\$18.29	\$18.75	\$19.28	\$19.91	\$20.54		
09	\$17.27	\$17.99	\$18.75	\$19.28	\$19.90	\$20.54	\$21.34	\$22.18		
10	\$18.34	\$19.11	\$19.90	\$20.54	\$21.34	\$22.18	\$22.99	\$23.98		
11	\$19.67	\$20.50	\$21.34	\$22.18	\$22.99	\$23.98	\$24.98	\$26.09		
12	\$21.19	\$22.06	\$22.99	\$23.98	\$24.98	\$26.09	\$27.12	\$28.29		
23	\$13.69	\$14.26	\$14.85	\$15.16	\$15.46	\$15.77	\$16.10	\$16.47		
24	\$14.08	\$14.67	\$15.28	\$15.73	\$15.93	\$16.27	\$16.66	\$17.01		
25	\$14.53	\$15.14	\$15.77	\$16.13	\$16.48	\$16.86	\$17.23	\$17.50		
26	\$15.00	\$15.63	\$16.27	\$16.66	\$17.01	\$17.36	\$17.70	\$18.11		
27	\$15.53	\$16.18	\$16.85	\$17.22	\$17.50	\$17.89	\$18.29	\$18.75	\$19.28	
28	\$16.13	\$17.80	\$17.50	\$17.89	\$18.29	\$18.75	\$19.28	\$19.91	\$20.54	

ATTACHMENT A

INSURANCE CATEGORIES

1. FAMILY
2. EMPLOYEE/SPOUSE
3. EMPLOYEE/CHILDREN
4. SINGLE

INSURANCE INCENTIVE

1.	FAMILY	\$6,000.00
2.	EMPLOYEE/SPOUSE	\$5,000.00
3.	EMPLOYEE/CHILDREN	\$5,000.00
4.	SINGLE	\$4,000.00