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MUSKINGUM COUNTY BOARD OF COMMISSIONERS AND

JOB AND FAMILY SERVICES

AND

AFSCME, OHIO COUNCIL 8, AFL-CIO, AND

LOCAL 3529

EFFECTIVE THROUGH

DECEMBER 31, 2015

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ARTICLE 1
PURPOSE

This Agreement is made and entered into between the Muskingum County Board of Commissioners and Muskingum County Job and Family Services, hereinafter referred to as the "Employer", and Local 3529, of the Muskingum County Job and Family Services, and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

The purpose of the Agreement is to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of wages, terms and other conditions of their employment and to establish a peaceful procedure for the resolution of contractual differences between the parties.

This Agreement is entered into in a spirit of cooperation, with the Employer and the Union each recognizing their responsibility to respect the provisions of the Agreement. The intent of the Agreement is to engender a spirit of cooperation so that both parties together may work to better serve the citizens of Muskingum County.

ARTICLE 2
UNION RECOGNITION

SECTION 1. The Union is recognized as the sole and exclusive representative for all employees of the Muskingum County Job and Family Services in the bargaining unit.

SECTION 2. The bargaining unit is composed of all employees of the Muskingum County Job and Family Services including:

Account Clerk 2; Cashier 1; Child Support Case Manager; Clerical Specialist 1, 2, and 3; Computer Operator 1; Custodial Worker; Eligibility Referral Specialist 1 and 2; Employment Service Representative; Fiscal Specialist; Hearing Officer; Human Resources Assistant; Intake Specialist; Investigator 2; Legal Aide; Legal Specialist; Maintenance Repair Worker; Public Inquiries Assistant; Quality Control Reviewer; Social Services Worker 1, and 2; SSI Worker (DDU-Disability Determination Unit); Telephone Operator; Training Officer 1; Unit Support Worker 2.

SECTION 3. The bargaining unit does not include the following:

Accountant; Assistant Job and Family Services Administrator; Attorney; Case Manager/Investigator Supervisor 1; County Job and Family Services Administrator; Eligibility/Referral Supervisor 1; Eligibility/Referral Supervisor 1 & Social Services Supervisor 1; Fiscal Officer/Clerical Supervisor; Fiscal Supervisor; Hearing Officer Supervisor; Human Resource Administrator; Legal Specialist Supervisor; Maintenance Repair Supervisor;

Management Information Systems Specialist 1; Program Administrator; Social Services

Supervisor 1; and all management-level employees, professional employees, confidential employees and supervisors as defined in the Code are also excluded from the bargaining unit.

SECTION 4. In the event that the Employer decides to create a classification which did not exist on the effective date to this Agreement, the Employer and the Union shall meet before the position is posted to discuss whether such position warrants inclusion under the standards of R.C. 4117. The parties shall either reach agreement on the inclusion of the position or determine that no agreement can be reached regarding the inclusion of the position, within five (5) work days after the Employer notifies the Union of its decision to create the position. If the parties cannot agree, the Employer will acknowledge such disagreement by letter, and the Union may seek whatever recourse it has before the State Employment Relations Board. If the Union does not timely respond to the Employer's notification concerning the new position or if the Union agrees to the inclusion of the position but does not promptly execute the necessary memorandum of agreement, then the Employer may post the position.

SECTION 5. If the State Employment Relations Board determines that the classification is included in the bargaining unit, or if the parties agree to inclusion of the classification, then the parties shall meet to discuss the rate of pay for the newly created classification. If the parties do not reach agreement and impasse is declared, the Employer shall implement its last offer pending expiration of the collective bargaining agreement.

ARTICLE 3 UNION REPRESENTATION

SECTION 1. The Employer will recognize one (1) non-employee Ohio Council 8 representative as a union representative in accordance with the Article upon receipt of a letter identifying the representative signed by the Ohio Council 8 administrative officer or his designee. Said non-employee representative may be admitted to the Employer's facilities and sites during working hours. Said representative shall notify the director or designee of his arrival prior to conducting any Union business.

SECTION 2. The Union shall submit in writing the names of employees who act as Union representatives for processing grievances, attending hearings, labor/management meetings, and disciplinary hearings. The Employer shall recognize as union representatives the president of the local or in his absence the vice president, and a maximum of five (5) stewards. The Union shall notify the Employer in writing of changes of all stewards or officers of the local. An employee will not be permitted to function as a union representative until the Union has presented the Employer with written certification of that person's selection.

SECTION 3. The Union shall provide to the Employer an official roster of its officers and local union representative which is to be kept current at all times and shall include the following:

- (1) Name;
- (2) Address; and
- (3) Union office held.

SECTION 4. Union representatives shall obtain permission from their immediate supervisor and notify their immediate supervisor when leaving their job site to process grievances and/or to attend grievance hearings. Grievance meetings and arbitration hearings will be scheduled during regular working hours. One (1) Union representative and one (1) employee grievant shall not suffer any loss of pay while attending grievance or arbitration hearings. Necessary witnesses shall not suffer any loss of pay while attending arbitration hearings. The Union will provide a list to the Employer of all necessary witnesses at least forty-eight (48) hours prior to an arbitration hearing.

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

(1) The Union agrees that no representative of the Union (employee, non-employee) shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.

(2) The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.

SECTION 6. The Union shall be permitted up to 15 minutes to make presentations to new hires during regular business hours.

SECTION 7. The Union shall be permitted to provide training to its officers and/or stewards without loss of pay for up to 16 hours total per calendar year. Such training must be approved in advance by the Agency Director or designee.

SECTION 8. The Employer agrees to provide space for a Union owned and maintained file cabinet.

ARTICLE 4 CHECK-OFF AND UNION DUES

SECTION 1. The Employer shall make regular membership dues deductions from the pay of wages of employees upon submission of a signed check-off card for the employee. Deductions will first be made beginning the next pay period following the pay period in which the Employer received the check-off card. Amounts deducted shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall advise the Employer, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the checked-off monies shall be remitted.

The payroll deduction shall be made and remitted to the Union bi-weekly. Each remittance shall be accompanied by an alphabetical list indicating the employee's name, social security number and amount deducted. The Employer shall not be obligated to make dues deductions from any employee who, during any pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

SECTION 2. The Employer shall be relieved from making individual dues deductions when an employee; 1) terminates his employment 2) transfers to a job outside the bargaining unit; 3) is laid off from work; 4) takes an unpaid leave of absence; or 5) gives the Employer a written revocation of his dues check-off authorization in accordance with the check-off agreement.

SECTION 3. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of the Agreement.

SECTION 4. The parties agree that neither the employee nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made in writing to the Employer within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period.

SECTION 5. Except as otherwise provided herein, the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of dues. The union hereby agrees to defend, indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

SECTION 6. A. Bargaining unit members who are not members of the Union shall, as a condition of employment, pay to the Union a fair share fee. The amount of fair share fee shall be determined by the Union, but shall not exceed dues paid by the members of the Union who are in the bargaining unit. Such fair share fee shall be certified by the Union to the Employer at such times during the term of this Agreement as necessary to be accurate. Such payment shall be subject to an internal Union rebate procedure meeting all requirements of state and federal law.

B. For the duration of this Agreement, such fair share fee shall be automatically deducted by the Employer from the payroll check of each bargaining unit member who is not a member of the Union. The automatic deduction shall be made each pay period. The Employer agrees to furnish the AFSCME, Ohio Council 8, Controller, once each calendar month, a warrant in the aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the bargaining unit members for whom said deductions were made.

C. The automatic deductions shall be initiated by the Employer whenever a bargaining unit member who is not a member of the Union, has completed his first sixty (60) days of employment.

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

E. The Employer shall provide each newly hired bargaining unit employee with a copy of AFSCME's fair share fee notice. Such notice shall be presented to each newly hired bargaining unit employee within the first thirty (30) days of employment. A sufficient supply of fair share fee notices shall be provided by AFSCME to the Employer to allow the Employer to meet this obligation. The Employer shall also require that the newly hired bargaining unit employee sign a receipt acknowledging that the notice was presented. The Employer shall mail each original receipt to Ohio Council 8, Columbus Region, 6800 N. High Street, Worthington, Ohio 43085.

F. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of union dues or fair share fees except that the Employer shall be liable for claims arising out of the Employer's failure to provide an initial fair share fee notice to newly hired bargaining unit employees. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article unless specifically excepted above.

SECTION 7. A. 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.

B. 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, 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, and a copy sent to AFSCME Ohio Council 8, Columbus Region, 6800 N. High St., Worthington, OH 43085. 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.

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

D. 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.

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

ARTICLE 5 BULLETIN BOARDS

SECTION 1. The Employer agrees to purchase and provide space for three (3) bulletin boards for use by the Union.

SECTION 2. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- (1) Union recreational and social affairs;
- (2) Notice of Union meetings;
- (3) Union appointments;
- (4) Notice of Union elections;
- (5) Results of Union elections;
- (6) Legislative reports;
- (7) Reports of non-political standing committees and independent non-political arms of the Union;
- (8) Written agreements reached in labor/management meetings;
- (9) Minutes of Union Meetings;
- (10) Job Postings.

All other notices of any kind not covered in 1-10 above must receive prior approval of the Director or his designated representative. It is also understood that no material may be posted on the Union bulletin board at any time which contains scandalous or scurrilous materials, nor derogatory or personal attacks on the Employer, its officials, its employees or others, or attacks on or favorable comments regarding candidates for public office. When any material is posted which violates this Article, the Employer may direct the Union president to remove the material. If the employee fails to remove the material as directed, he shall be subject to disciplinary action.

SECTION 3. Union representatives may distribute Union business materials through the current in-house mail system of the agency. All materials for distribution will be approved or disapproved by the Director or his designee as soon as possible, but no more than 7 working days after receipt. Union representatives are responsible for the distribution of all materials.

ARTICLE 6 NON-DISCRIMINATION

SECTION 1. In applying the terms of this Agreement, the parties agree that they shall not illegally discriminate against any person(s) because of race, creed, color, sex, age, marital status, national origin, political affiliation, union affiliation or handicap.

SECTION 2. Except as otherwise indicated herein, all references to employees in this Agreement designate both sexes and wherever the male and female gender is used, it shall be understood to include male and female employees.

SECTION 3. The Employer agrees not to interfere with the rights of employees to become members of the Union. The Union and its members agree not to interfere with the rights of employees who do not wish to become members of the Union.

ARTICLE 7 MANAGEMENT RIGHTS

The Union agrees that the functions, rights, powers, responsibilities, and authority of the Employer, in regard to the management of the work force and the operation of its departments not specifically limited or modified by an express provision or term of this Agreement, shall remain exclusively those of the Employer.

Except as limited by this Agreement, the Employer's management rights include, but are not limited to, the right:

- (A) To manage and direct its employees, including the right to select, train, hire, promote, transfer, assign, schedule, evaluate, retain, layoff, recall, and discharge or discipline for just cause.
- (B) To manage and determine the location, type and number of physical facilities, type of equipment, operations and the work to be performed;
- (C) To determine the Employer's goals, missions, objectives, programs and services, and to utilize personnel in a manner determined by the Employer to effectively and efficiently meet those purposes;
- (D) To determine the size and composition of the work force and each department's

- organizational structure, including the right to layoff employees from duty;
- (E) To promulgate and enforce reasonable work rules, department orders, policies and procedures which do not otherwise conflict with the terms of this Agreement;
 - (F) To determine the hours of work and work schedules;
 - (G) To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
 - (H) To determine if and when overtime is needed and the amount of overtime required;
 - (I) To maintain the security of records and other pertinent information;
 - (J) To determine assignments and locations of employees' work; and
 - (K) This contract shall comply with the Americans With Disabilities Act.

ARTICLE 8 MEDICAL EXAMINATIONS

SECTION 1. The Employer reserves the right to have an employee examined by a licensed physician for cause to ensure that the employee has the mental and physical capacity to perform the substantial and material duties of his job and/or to ensure that the employee does not have a disease that may cause an unsafe or unhealthy work environment. The Employer will pay for the cost of the examination. A list of three (3) physicians chosen by the Employer will be presented to the employee who may choose one (1) of the three (3) physicians from the list provided. If the employee fails to make his selection known within forty-eight (48) hours, the Employer will select the physician for the employee.

SECTION 2. In the event either the Employer or employee is dissatisfied with the determination from the first examination, the dissatisfied party may arrange a second examination at its own cost with a physician of its choosing within thirty (30) calendar days.

SECTION 3. In the event the two physicians disagree upon whether the employee is unfit to perform the substantial and material duties of his job, the Employer shall choose a third physician from the two (2) remaining on the initial list submitted. The parties will split the cost of this examination. His opinion concerning the employee shall be final. In the event he determines that the employee is unfit, the employee will be placed on sick leave, medical leave, or after six (6) months, disability leave, as elsewhere provided in this Agreement.

SECTION 4. For every examination performed above, the Employer will supply the physician with facts relating to the perceived disabling illness, injury or condition as well as the

employee's current job description. In no event shall the physicians who perform the second or third examination be provided with the determination(s) made under any prior examination conducted pursuant to the Article.

SECTION 5. In no event shall a physician be chosen by either party who has previously treated or currently treats the employee nor shall a physician be chosen who currently shared a private office with a physician who is treating the employee. In the event any of the physicians on the list of three are disqualified by the criteria above, the employee shall immediately notify the Employer who shall provide a substitute name.

ARTICLE 9 NO STRIKE/NO LOCKOUT

The Employer and the Union realize that a strike during the term of this Agreement would adversely affect the citizens of Muskingum County. The parties, therefore, agree to the following:

A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work stoppage, or any other concerted activities which would interrupt the operations or services of the Employer during the life of this Agreement.

B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate cause, aid or condone any lockout of bargaining unit employees and members of the Union, unless those employees and members shall have violated paragraph A of this Article.

ARTICLE 10 WORK RULES

SECTION 1. The Employer may establish reasonable work rules which do not conflict with any express provisions of this Agreement.

SECTION 2. Except in emergency situations, written work rules shall be distributed or posted at least four (4) work days in advance of their effective date. The Union President will also be supplied a copy of new work rules at the time of distribution or posting. The Union President, or his designee if the Union President is not available, may request a meeting with the Director, or his designee, within two (2) days of the posting. Upon a timely request, the Director or his designee will meet with the Union President, or his designee, for the purpose of explaining the work rule. The Director, or his designee, shall make reasonable effort to schedule the meeting prior to the implementation of the work rule. In any regard, the implementation of the work rule shall not be delayed by failure to have a meeting.

SECTION 3. The Employer agrees that, to the extent any policies and procedures have

been or will become reduced to writing, every bargaining unit employee shall have access to them for the duration of this Agreement.

SECTION 4. This Article shall not be interpreted in any manner to relieve an employee of his responsibility to follow the established rules and procedures of good conduct nor shall it relieve any employee from following instructions or orders in the normal course of work.

SECTION 5. The Employer agrees to provide all employees, hired after the effective date of this Agreement, with a copy of all work rules in effect on their date of hire.

ARTICLE 11 VACANCY AND PROMOTIONS

SECTION 1. The parties agree that all appointments to positions covered by this Agreement shall be filled in accordance with this Article.

SECTION 2. Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be provided to the Union President and shall be posted on the Union's bulletin boards for five (5) working days. During the posting period, any employee wishing to apply for the vacant position shall do so by submitting a written bid to the Employer along with evidence that the employee meets the minimum qualifications (e.g. a resume). The Employer shall not be obligated to consider any applications or bids 1) that are submitted after the expiration of the posting period or which do not meet the minimum qualifications for the job; 2) that are submitted for a position/classification with a lower pay rate than the position/classification currently held by the employee submitting the application or bid; or 3) that are submitted by an employee who is still in his training or probationary period.

The notice shall contain the classification title, rate of pay, minimum educational and experience qualifications, a brief summary of job duties and the date the notice expires. Nothing herein shall be construed to restrict the right of the Employer to withdraw a posting.

SECTION 3. Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis.

SECTION 4. Subject to the eligibility requirements in Section 2, all timely-filed bids and applications shall be reviewed considering the following criteria: qualifications, experience, education, work record, previous job performance and disciplinary record. If two (2) or more applicants who have bid or applied for the vacant job have considerably equal ability using the criteria above, the employee applicant with the most seniority shall be awarded the job. If the Employer acts arbitrarily or capriciously and does not select an applicant, the employee may file a grievance.

SECTION 5. If the Employer selects an internal candidate, the Employer will notify all

applicants and the Union of the selection within 24 hours of the selection.

SECTION 6. For the purpose of this Article, promotion shall be defined as the act of placing an individual into a new classification not currently held by the employee who carries the same or higher pay rate.

SECTION 7. Once an employee completes his promotional probationary period, he will be deemed to be automatically certified in the new classification.

SECTION 8. A lateral transfer is defined as a transfer to a different classification or working title within the same pay range.

SECTION 9. Newly hired employees who are in their initial probationary period will not have their bid for a vacant position considered unless no other internal competing bids are submitted for the position.

ARTICLE 12 PROBATIONARY/TRAINING PERIODS

SECTION 1. Every newly hired employee of the bargaining unit will be required to complete a training period. The new hire training period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period not to exceed ninety (90) days. Newly hired employees who are in their initial probationary period will not have their bid for a vacant position considered unless no other internal competing bids are submitted for the position.

SECTION 2. Upon completion of the training period outlined in Section 1, a newly hired employee will be required to complete a probationary period. The probationary period shall begin on the first day following the completion of the training period as per Section 1 and continue for a period of ninety (90) days. Training and probationary periods shall be extended when an employee is on a leave of absence during either period. The extension shall be equal to the length of the leave of absence.

SECTION 3. A newly promoted employee will be required to complete a training period in his or her newly appointed classification. The training period shall begin on the effective date of the promotion and shall continue for a period not to exceed ninety (90) days.

SECTION 4. Upon completion of the training period outlined in Section 3, a newly promoted employee will be required to complete a probationary period. The probationary period shall begin on the first day following the completion of the training period as per Section 3 and continue for a period of ninety (90) days. Training and probationary periods shall be extended when an employee is on a leave of absence during either period. The extension shall be equal to the length of the leave of absence.

SECTION 5. A newly hired employee may be removed at any time during the training or probationary period and shall have no right to grieve such removal through the grievance procedure.

SECTION 6. A newly promoted probationary employee may be returned to his or her former classification or other classification in the same pay range at any time during the probationary or training period if he/she displays unsatisfactory job performance or if the Employer determines that there are financial reasons for transferring the employee. A newly promoted employee may, within 30 days of the effective date of the promotion, elect to transfer out of the promotion and return to his or her former classification or other classification in the same pay range. In all such transfer instances, the Employer will determine the position into which the employee is transferred. In the case of financial reasons, the Employer will meet with a union representative to discuss the financial reasons.

ARTICLE 13 LAYOFFS

SECTION 1. When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected employees and Union President fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The parties shall meet as soon as possible to discuss possible alternatives to the layoff. Reasons for layoffs include the following: lack of work, financial reasons, and job abolishments.

SECTION 2. The Employer shall determine in which classifications and in which divisions layoffs will occur. Divisions shall be defined as income maintenance, social services, child support enforcement, and workforce development. Within each classification and division affected, employees will be laid off in the inverse order of their seniority, pursuant to the definition of "seniority" in Article 14. Laid off employees shall receive payment for all earned vacation and compensatory time due them.

SECTION 3. Any employee receiving a notice of layoff shall have five (5) work days after receipt of notice, excluding day of notice, in which to exercise his bumping rights. The employee must notify the Director, in writing, if he/she elects to exercise bumping rights. The employee has the right to bump:

- 1) the least senior employee in his same classification within any division;
- 2) the least senior employee in a bargaining unit classification provided;
 - a) the classification is a lower or equivalent classification to the bumping employee's current classification; and,

- b) the bumping employee meets the minimum qualifications of the classification and can perform the work with no more than thirty (30) working days' training.

This process of bumping shall continue, if necessary, until the employees who have bumping right have had the opportunity to exercise them. Employees who elect not to exercise their bumping rights will not be eligible to be placed on the recall list unless prior approval is given by the Director not to exercise bumping rights.

SECTION 4. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they meet the minimum qualifications of the job to which they are recalled. Employees who decline to be recalled will be removed from the recall list.

SECTION 5. Notice of recall shall be sent to the employee by certified mail. Notice shall also be given at the same time to the Union President. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

SECTION 6. The recalled employee shall have five (5) calendar days following the date of the mailing of the recall notice to notify the Employer of his intention to return to work and shall have (10) calendar days following the date of the mailing of the recall notice in which to report for duty, unless a later date for returning to work is otherwise specified in the notice.

SECTION 7. No new employees shall be hired until all laid off employees with recall rights who meet the minimum qualifications for the vacant classification and who can perform the work in the vacant classification with no more than thirty (30) working days' training are recalled.

SECTION 8. An employee on a recall list shall lose no seniority while on layoff. Employee on layoff shall have the right to convert their group insurance coverage to individual coverage in accordance with the insurance group plan, at the employee's sole cost.

SECTION 9. Laid-off employees will receive the same continuation of insurance benefits as offered to other employees within the County Commissioner's jurisdiction.

SECTION 10. Non-bargaining unit employees are prohibited from bumping into the bargaining unit in the event of a layoff or job abolishment.

ARTICLE 14 SENIORITY

SECTION 1. Except as may be otherwise provided elsewhere in this Agreement,

“seniority” shall be defined as follows: A) for bargaining unit employees who were employed prior to February 6, 1989, “seniority” shall be defined as an employee’s uninterrupted length of continuous service with the State of Ohio or any of its political subdivisions; and B) for employees who were hired on or after February 6, 1989, “seniority” shall be defined as an employee’s uninterrupted length of continuous bargaining unit service with the Muskingum County Job and Family Services.

SECTION 2. The Employer shall provide the Union with a current seniority list within sixty (60) days of execution of this Agreement and annually thereafter.

SECTION 3. Employees shall lose seniority upon any of the following conditions:

- A. Resignation or retirement;
- B. Discharge for just cause;
- C. Layoff in excess of twelve (12) months;
- D. Absence of three (3) or more consecutive days without calling in unless the employee can demonstrate it was physically or mentally impossible for him to do so.
- E. Failure to return to work upon recall from layoff in accordance with Article 13, Layoffs, Section 5-6;
- F. Failure to return to work upon expiration of a leave of absence.

SECTION 4. “Seniority” shall not be confused with “years of service” for purposes of calculating an employee’s entitlement to applicable economic benefits provided in this Agreement.

SECTION 5. Seniority for employees who were hired on the same date and in the same year will be determined by the descending numeric order of the last four digits of the employees’ social security number. The highest (and most senior) number shall be 9999 and the lowest will be 0000.

ARTICLE 15 CORRECTIVE ACTION

SECTION 1. Except as provided elsewhere in this Agreement, no employee shall be reprimanded, reduced in pay, suspended, discharged or removed except for just cause. Any investigation that could lead to discipline against an employee must be initiated within ten (10) workdays after the Employer has knowledge of the event necessitating the possible discipline. If discipline is deemed necessary, it shall be issued in a timely manner.

SECTION 2. Except in unusual circumstances, discipline will be applied in a corrective, progressive and uniform manner.

SECTION 3. Written records of verbal and written reprimands shall cease to have force

and effect twelve (12) months after their effective date, providing there is no intervening disciplinary action of any nature during that time period. All records of suspension shall cease to have force and effect twenty-four (24) months after their effective date, providing there is no intervening disciplinary action of any nature during that time period. Written records shall be removed from the employee's personnel file on the date the record ceases to have any force and effect. Written records shall be removed from the employee's personnel file on the date the record ceases to have any force and effect.

SECTION 4. When an employee is asked to attend a meeting or conference with a supervisor and the employee reasonably believes that discipline may result from such meeting or conference, he may request that a local Union representative be present.

SECTION 5. When the Employer has reason to believe an employee warrants suspension, reduction, or discharge, such employee shall have a pre-disciplinary conference. The Employer shall furnish the employee written notice of the charges against him and notice of the time and date of the conference. At the conference, the employee or his Union representative shall be given an opportunity to respond to the charges. An employee may waive the right to such pre-disciplinary conference by notifying the Employer in writing.

SECTION 6. An employee must appeal any disciplinary action through the grievance procedure set forth in this contract within seven (7) working days from the time the Employer notifies the employee in writing of the disciplinary action taken against him. The day the employee receives notification of the disciplinary action shall not be counted towards the time limits in which the employee can file his grievance.

SECTION 7. The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. When actual discipline is to be given to any employee, he will be informed prior to the time that it is given that he may have a Union representative accompany him. The Union representative shall act as an observer only and the merits of the disciplinary action shall not be argued unless the Employer affirmatively seeks input from the employee or Union representative.

ARTICLE 16 GRIEVANCE PROCEDURE

SECTION 1. The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there has been a violation, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

SECTION 2. All grievances must be processed timely and at the proper step in order to be considered at subsequent steps.

Any grievant may withdraw a grievance at any point by submitting in writing a statement

to that effect, or by permitting the time requirements of each step to lapse without further appeal. Any grievance which is not submitted by the grievant within the time limits provided herein shall be considered resolved based upon management's last answer.

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

SECTION 3. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedule. Every reasonable effort shall be made by the Employer and the Union to affect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

STEP 1: In order for an alleged grievance to receive consideration under this procedure, the grievant must reduce the grievance to writing and shall within seven (7) work days after the employee knows or should have known the facts that gave rise to the grievance, refer the grievance to the Department Head. The Department Head shall have seven (7) workdays in which to hold a meeting with the grieved employee and his/her Union representative. The Department Head shall respond in writing to the grievance within seven (7) workdays following the meeting date.

STEP 2: If the grievance is not resolved in Step 1, the grievant may refer the grievance to the Director within seven (7) workdays after receiving the Step 1 reply. The Director shall have seven (7) workdays in which to schedule a meeting with the grieved employee and his appropriate Union representative, if requested by the employee. The Director shall respond to the grievant and/or appropriate Union representative within ten (10) workdays following the meeting.

STEP 3: Arbitration: If the grievance is not satisfactorily settled in Step 2, the Union may make a written request that the grievance be submitted to binding arbitration. A request for arbitration must be submitted within ten (10) calendar days following the date the grievance was answered in Step 2 of the grievance procedure. The Union shall make such submission by notifying both the Employer and the Federal Mediation and Conciliation Service (FMCS) in writing of its intent to arbitrate. In the event the grievance is not submitted to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second (2nd) step reply.

The arbitrator shall be selected in the following manner: FMCS shall be requested to submit a panel list of seven (7) arbitrators from Ohio (FMCS Area #15). The parties shall alternately strike the names of the arbitrators within ten (10) calendar days of receipt of the list from FMCS with the Union striking first until only one (1) name remains. Either party may once reject the list and request from the FMCS another list of seven (7) names until a mutually agreeable arbitrator is selected. All procedures relative to the hearing shall be in accordance with

the rules and regulations of FMCS.

The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such rights originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In discipline cases, the arbitrator shall not have the authority to modify the discipline imposed.

The question of arbitrability or timeliness of a grievance may be raised by either party at the arbitration hearing before the merits are heard on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. Once the parties present evidence on the arbitrability/timeliness of a grievance, the arbitrator shall proceed to hear the case on its merits unless the parties agree to bifurcate the hearing.

The decision of the arbitrator shall be final and binding on grievant, the Union and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The cost of fees of the arbitrator shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of either party, thus representing a "split decision," the arbitrator shall rule that the cost and fees of the arbitrator will be borne equally by the parties.

The expenses of any non-employee witness shall be borne, if any, 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 transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing.

SECTION 4. The grievance shall include the nature of the facts giving rise to the grievance as well as the Articles alleged to have been violated and the specific relief requested as found in the grievance form to be jointly developed by the Employer and Union.

SECTION 5. A policy grievance (i.e. a grievance that affects a group of employees arising from the same event) may be presented by the Union at Step 2 of the grievance procedure within seven (7) working days after the event occurred.

SECTION 6. For purposes of this Article, workdays shall be defined as those days upon which the Employer conducts normal business hours.

SECTION 7. Employees may be represented at any level of the grievance procedure only by duly authorized representatives of the Union, not by private counsel.

SECTION 8. No grievance may be adjusted or resolved in any grievance meeting held at Steps 1 or 2 unless a Union representative is present. In addition, the Union President (or in his/her absence, a Union steward) shall be given twenty-four (24) hour advance notice of any Step 1 or Step 2 meeting where the grievant intends to represent himself. In the event the authorized Union representative attends such a meeting he shall be silent unless the employee request Union representation or the grievance is adjusted or resolved during the meeting.

SECTION 9. The parties agree that they may utilize the services of a FMCS mediator to resolve pending grievances. The use of a mediator for such purpose shall be mutual agreement of the parties as to an identified grievance or grievances and according to procedures mutually agreed to in writing in advance of the mediation process.

ARTICLE 17 SAFETY

SECTION 1. The Employer and the Union agree to maintain the workplace in a safe and healthful manner. Issues of safety are proper matters for discussion in labor/management meetings. In the event of an emergency involving a safety issue, either party may notify the other in writing about it and a labor/management meeting will be called as soon as possible to discuss the matter.

ARTICLE 18 SUBCONTRACTING

The Union recognizes the right of the Employer to provide by contract for the delivery and/or performance or services normally provided by bargaining unit employees. In the event the Employer decides to contract out any of these services, it agrees to notify the Union and meet with the Union upon demand to discuss the effects of the decision upon affected employee's wages, hours, terms and conditions.

ARTICLE 19 LABOR/MANAGEMENT MEETINGS

SECTION 1. In the interest of sound Labor/Management relations, the Director and/or

his designees shall meet at mutually agreeable times, with not more than four (4) employee representatives of the Union and one (1) representative of AFSCME Ohio Council 8 to discuss those matters addressed in this Article. Additional representatives may attend by mutual advance agreement. There shall be no more than six (6) meetings per calendar year unless mutually agreed to.

SECTION 2. Each party will furnish the other with an agenda at least seven (7) calendar days in advance of the meeting. The agenda shall contain a list of the issues to be addressed. The purpose of such meetings shall be to:

- A. Discuss administration of this Agreement.
- B. Notify the Union of any changes made by the Employer, which affect bargaining unit members.
- C. Disseminate general information of interest to the parties.
- D. Discuss ways to increase productivity and improve efficiency.
- E. Discuss other matters mutually agreed to by the parties.

SECTION 3. If a special Labor/Management meeting has been requested and mutually agreed to, it shall convene as soon as possible.

SECTION 4. Labor/Management meetings are not intended to be negotiation sessions to alter or amend the Agreement.

ARTICLE 20 PERSONNEL RECORDS

SECTION 1. An employee shall have the right to inspect his personnel record at a reasonable time and place provided ample notification is given to the Personnel Department.

SECTION 2. Only the Director, Human Resource Manager, Deputy Director or the employee's non-bargaining unit supervisor(s) will review said personnel file with the employee for the inspection permitted under this Article.

SECTION 3. A copy of any material not previously presented to the employee or Union will be made available upon request, at no cost to the employee or Union.

SECTION 4. If an employee feels that a statement or document in his personnel file is unfavorable, the employee shall be given the right to place a statement of rebuttal or explanation in the file.

SECTION 5. Personnel files relevant to a grievance shall be made available to the grievant or Union preparing for grievance or disciplinary hearings.

ARTICLE 21
PAY PERIOD

SECTION 1. There are normally twenty-six (26) pay periods per year. All employees are paid every other Friday and are paid for a two (2) week period.

SECTION 2. If a holiday falls on a Friday, paychecks shall be issued on the preceding Thursday.

SECTION 3. Employees on excused leave on payday may, with the Director or the Director's designee's permission, pick up their paycheck at or after 3:00 p.m. on the Thursday preceding pay day. Paychecks may be picked up at the County Courthouse.

SECTION 4. Subject to the County Auditor's cooperation, the Employer agrees to place sick leave, vacation leave, and compensatory balances on each employee's bi-weekly paycheck.

ARTICLE 22
WORK DAY/WORK WEEK

SECTION 1. A standard workday for permanent, full-time employees shall consist of eight (8) consecutive hours per day exclusive of a one (1) hour or one-half (½) hour duty-free unpaid lunch period.

SECTION 2. A standard workweek for permanent, full-time employees shall consist of forty (40) hours per week. This Article does not establish a guaranteed number of hours per day or hours per week.

SECTION 3. In recognition of the professionalism of the employees, employees are permitted to leave their immediate work areas for reasonable periods of time as work constraints permit for coffee and other similar reasons. In the event an employee is required to work twelve (12) consecutive hours, he shall receive one (1) fifteen (15) minute rest period. If an employee is required to work sixteen (16) consecutive hours, he shall receive (2) fifteen (15) minute rest periods and one (1) additional lunch period.

SECTION 4. An employee who reports to work on a regularly scheduled work day without previous notice not to report and who is sent home shall receive three (3) hours pay at the applicable hourly rate.

SECTION 5. Effective February 1, 1998, the Employer will implement a flex-time schedule. Details explaining the flex-time policy shall be set forth in writing and attached as

Appendix B. The Employer reserves the right to modify or discontinue the flex-time policy with 30 days prior notice to the Union.

ARTICLE 23
OVERTIME

SECTION 1. When an employee is required to work, as defined in Section 6, in excess of forty (40) hours in a calendar week, i.e., Sunday 12:01 a.m. to Saturday 11:59 p.m., he shall be paid at the rate of one and one-half (1 ½) times his regular hourly rate.

SECTION 2. An employee who is called in to work at a time when he is not regularly scheduled, and where such time does not abut his regularly scheduled work period, shall receive a minimum of two (2) hours call-in pay, to be paid at the appropriate rate. This Section shall not apply to scheduled overtime.

SECTION 3. The employee may choose to receive compensatory time in lieu of overtime pay. Compensatory time shall be scheduled in advance with the approval of the Department Head, and said time shall be taken within six (6) months from time earned. If the employee is unable to use compensatory time within six (6) months, the employee shall be paid for any unused time. Employees will not be permitted to accrue in excess of two hundred forty (240) hours of compensatory time at any one time.

SECTION 4. Premium or overtime compensation shall not be paid more than once for the same hours worked.

SECTION 5. The Employer, as much as practical, will distribute overtime equally among employees in the same classification within a supervisory unit. A "supervisory unit" is a group of employees who have the same immediate supervisor. A record of all overtime hours worked by each employee shall be kept by the Employer and made available to the Union upon request. Employees who are offered overtime and for any reason refuse or fail to work the overtime shall be regarded as having worked the overtime for purposes of assessing the equality of overtime distribution.

SECTION 6. For the purpose of this Article, "work" shall consist only of paid holidays, vacation, sick leave, personal leave, and compensatory time.

ARTICLE 24
SICK LEAVE

SECTION 1. Employees shall earn sick leave at the rate of .0575 for each hour in active pay status.

SECTION 2. Sick leave may be accumulated without limit.

SECTION 3. An employee may use sick leave for any of the following reasons:

1. Illness/injury, pregnancy/childbirth of the employee or a member of his immediate family.
2. Medical, dental or optical examinations or treatment of the employee or a member of his immediate family.

SECTION 4. Employees requesting sick leave shall furnish a satisfactory written, signed statement to request and justify the use of sick leave. This statement must be provided in advance of the absence whenever possible, i.e. when the employee uses sick leave to go to a doctor's appointment. In every case where the employee misses three (3) or more consecutive workdays, in whole or in part, or when the Employer suspects sick leave abuse, a physician's statement must be submitted. Falsification of either a written signed statement or a physician's certificate shall be grounds for denying the use of sick leave and/or disciplinary action against the employee.

SECTION 5. When an employee is unable to report to work he, or a member or his immediate family shall, unless other reporting arrangements have been made with his immediate supervisor, notify his immediate supervisor or other designated person within one-half (½) hour after the time he is scheduled to report to work on each day of absence unless the employee will be off more than one day then the employee shall state how many days he shall be off and no other call is necessary. In emergency circumstances the Director may waive this notification provision. In the event that there are no supervisors at the work site, and an employee develops an emergency situation with a family member, he may notify the receptionist(s) prior to leaving the work site. As soon as possible, the employee should contact his immediate supervisor.

SECTION 6. For the purpose of this Article, immediate family shall be defined as: spouse, children, parents, grandparents, grandchildren, siblings, step-children, step-parent, son-in-law, daughter-in-law, father-in-law, mother-in-law, sister-in-law, brother-in-law, and legal guardian, grandparents-in-law and someone who stands in place of a previous listed immediate family member.

SECTION 7. Sick leave shall be charged in minimum units of one-half (0.5) hour. If an employee requests sick leave in advance of the absence pursuant to Section 5 of this Article, and the employee is absent for a period of time in excess of the amount of time requested, then the

employee will have his/her sick leave adjusted accordingly.

SECTION 8. Upon retirement with at least ten (10) years of recognized service, an employee shall be entitled to receive compensation for one-fourth (1/4) of his accumulated sick leave balance, not to exceed thirty (30) days pay.

SECTION 9. If a licensed physician approves an employee to return to work for less than their normal workday, the Employer, in its discretion, may permit the employee to work in this manner for thirty (30) calendar days. The Employer may extend this period up to an additional thirty (30) days.

SECTION 10. If an employee's sick leave usage in any one contract year falls within the categories listed below, the employee may choose by January 31st each calendar year, to exchange some of his/her sick leave accumulation according to the following schedule:

0 hours used	Exchange 30 hours for 30 hours of pay
0+ to 8 hours	Exchange 20 hours for 20 hours of pay
8+ to 20 hours	Exchange 10 hours for 10 hours of pay
20+ to 30 hours	Exchange 5 hours for 5 hours of pay

All exchanged hours will be deducted from the participating employee's sick leave accumulation. An employee must maintain at least eighty (80) hours accumulated sick leave in their sick leave bank. Payments will be based on the employee's current rate of pay.

Sick leave usage for donation of catastrophic leave will have no bearing on the sick leave exchange.

SECTION 11. Following written notification, employees who transfer from other public employment and are eligible to transfer sick leave may do so only if they submit the appropriate proof of such sick leave within two weeks of commencing employment with the Employer.

ARTICLE 25 BODILY INJURY LEAVE (BIL)

SECTION 1. In the event an employee suffers bodily injury as a result of an assault or attack which occurs as a direct result of performing an assigned duty within the scope of the employee's authority, which injury is not the result of an accident or from misbehavior or negligence on the part of the employee, and upon the employee's application, the Employer shall grant the employee, beginning on the first (1st) calendar day of absence or on the first (1st) day the employee is admitted to a hospital as an inpatient, Bodily Injury Leave (BIL) with full pay for a period not to exceed ninety (90) consecutive calendar days. Once an employee returns to work from BIL, he shall not be entitled to any other BIL benefits for a reoccurrence or aggravation of the same injury. The authorization of BIL is a matter of administrative discretion, and the Employer will decide in each individual case if BIL is to be granted.

SECTION 2. An employee applying for BIL hereunder, shall authorize the release to the Employer of all medical information pertinent only to the injury, possessed by the employees treating physician(s) and treatment facility (ies), if so requested by the Employer or his designee, and/or shall agree to be examined by a licensed medical practitioner selected and paid for by the Employer pursuant to Article 8, Medical Examinations.

SECTION 3. Any employee claiming bodily injury under this Article shall file an injury claim with the Bureau of Worker's compensation as soon as possible. The employee shall remit to the Employer all income benefits paid by Worker's Compensation for the period during which the employee received full pay from the Employer while on BIL. In the event the claim is denied by Worker's Compensation, the employee shall revert to sick leave status, and shall be charged with sick leave, compensatory time and/or vacation leave for all time paid by the Employer for BIL.

SECTION 4. It is understood and agreed that the Employer's obligation under this Article is only the difference between the employee's regular rate of pay and the amount of income benefits paid to the employee by Worker's Compensation, and that BIL is not in lieu of Worker's Compensation.

SECTION 5. In lieu of granting BIL, the Employer may assign the employee to light duty with the approval of, and within the limitations set by, the employee's treating physician.

ARTICLE 26 HOLIDAYS

SECTION 1. Employees are entitled to the following paid holidays:

New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving day
Day after Thanksgiving
Christmas Eve *
Christmas Day
Day after Christmas (only when made available to other county employees by the Commissioners)
New Year's Eve (½ day)*

* Such holiday given only if the date falls on a Monday through Thursday.

SECTION 2. To be entitled to receive holiday pay, an employee must be in active pay status during the week in which the holiday falls, and must have worked his last scheduled working day prior to the holiday and his first scheduled working day after the holiday within the employee's regularly scheduled work week, unless such absence had been approved by the Employer.

SECTION 3. Except as otherwise provided, in the event any of the aforementioned holidays listed in Section 1 fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

SECTION 4. If a full-time employee's work schedule is other than Monday through Friday, he is entitled to holiday pay for the holidays observed on his day off regardless of the day of week on which they are observed.

SECTION 5. Any work required to be performed by an employee on any one of the days listed in Section 1 shall be paid at a premium rate of one and one-half (1 ½) times the employee's straight time hourly earnings in addition to the holiday pay. However, in the event one of the days listed in Section 1 is actually observed on another day pursuant to Section 3, the employee will only be eligible for the premium pay for the day the holiday is observed.

SECTION 6. Full-time employees shall be paid holiday compensation as set forth in the flex time policy. If the flex time policy is no longer in effect, then full-time employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above when no work is performed on such holidays.

SECTION 7. If a holiday occurs within a period of paid vacation leave, the employee will draw holiday pay and will not be charged for sick leave or vacation leave.

ARTICLE 27 VACATION

SECTION 1. Bargaining unit employees shall earn vacation leave according to their number of years of service. Years of service for employees hired prior to January 1, 2004, shall include all prior service credit with the State of Ohio or any of its political subdivisions. For employees hired after January 1, 2004, years of service must be with the Muskingum County Job and Family Services.

- A. Less than seven (7) years completed; rate of accumulation: 3.1 hours for every pay period in active pay status.

- B. At least seven (7) but less than fourteen (14) years completed; rate of accumulation; 4.6 hours for every pay period in active pay status.
- C. At least fourteen (14) but less than twenty-four (24) years completed; rate of accumulation; 6.2 hours for every pay period in active pay status.
- D. Twenty-four (24) or more years completed; rate of accumulation; 7.7 hours for every pay period in active pay status.

SECTION 2. No employee will be entitled to vacation leave under any circumstances until he has completed one (1) year of employment with the Employer.

SECTION 3. Except as provided below, employees must notify their immediate supervisor of their vacation preference and receive approval prior to taking vacation. Requests may be submitted but will not be approved prior to October 1 for the next calendar year. Vacation requests submitted prior to October 1 for the next calendar year will be approved on the basis of seniority if and when conflicts arise. Vacation requests submitted after October 1 for the next calendar year will be scheduled on a first come, first served basis. The Employer may deny vacation requests based on operational needs but the denial will not be arbitrary or capricious. Vacation request forms submitted after October 1 shall be returned to the employee within ten (10) calendar days following submission. In case of an emergency, an employee may notify his supervisor or other designated person up to one-half hour after the time he is scheduled to report to work (including return from lunch) to request vacation. In the rare occasion that telephone service is not available to the employee, the employee shall notify his supervisor or other designated person as soon as possible after the time he is scheduled to report to work (including return from lunch) to request emergency vacation.

When used to cover for insufficient sick leave hours in a previously approved sick leave request, vacation leave may be used without prior supervisory approval.

SECTION 4. Vacation leave must be taken in minimum increments of one-half (0.50) hours.

SECTION 5. Vacation leave not taken by the employee during the year (“year” meaning the twelve-month period that commences on the employee’s anniversary date of employment) in which it accrued and prior to the next recurrence of the anniversary date of the employee’s employment may accumulate and be carried over for no more than three years.

Three Year Vacation Accrual

Accrual Rate	Three Year Maximum Accrual Amount
3.1	240
4.6	360

6.2	480
7.7	600

SECTION 6. At the time of separation, an employee is entitled to compensation at his current rate of pay for any unused vacation leave accrued by him.

SECTION 7. If an employee, while on vacation leave, contracts a personal illness or injury or experiences a death of a member of his immediate family which would otherwise warrant paid sick leave, such employee shall be allowed to charge that portion of this absence due to said reasons to sick leave rather than to vacation leave. In order to be eligible for such consideration, the employee must present proper evidence, which is acceptable to the Employer.

SECTION 8. In the case of the death of an employee, the unused vacation leave to his credit pursuant to Section 6 shall be paid in accordance with Ohio Revised Code Section 2113.04 or to his estate.

ARTICLE 28 CALAMITY DAY

If the Employer finds it necessary to close the Agency or any part of the Agency because of inclement weather or other unforeseen conditions, all affected employees will receive the pay they would have received for all hours which they were scheduled to work but did not work due to such closing. In the event an employee is required to work after a calamity day is called, the employee shall be paid at time and one-half (1 ½) his regular rate for all hours actually worked. If such hours actually worked do not equal the number of hours such employee was scheduled to work that day, then the employee will receive straight time for the balance of such hours.

If an employee is unable to leave his home due to inclement weather, the employee may call his supervisor and request vacation leave, personal leave or compensatory leave. If the Employer subsequently finds it necessary to close the Agency, the Employee will not be charged any form of leave time while the Agency is closed.

ARTICLE 29 LEAVES OF ABSENCE

SECTION 1. Military Leave. The Employer will comply with all appropriate laws relating to the employment rights of employees in military service.

SECTION 2. Jury Witness Duty. An employee who is: 1) called for jury duty; 2) subpoenaed as a witness in a case in which he is not a party; or 3) a party in an action related to his employment in which his interest is not adverse to that of the Muskingum County Job and Family Service, shall be granted a leave of absence for the period of jury service or witness service, and will be compensated for the difference between his regular pay and jury duty pay or witness pay for work absences necessarily caused by the jury duty or witness duty. To be eligible

for jury duty pay or witness pay, an employee shall turn into the County a jury pay voucher or a witness pay voucher showing the period of jury service or witness service and the amount of jury pay or witness pay received.

SECTION 3. Educational 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 agrees to pay all tuition or registration costs of all employees selected for such leave.

SECTION 4. Personal Leave. An employee may, at the Employer's discretion, be granted an unpaid personal leave for any personal reasons for a duration of up to six (6) months. Said leave may, in the discretion of the Employer, be extended for an additional ninety (90) days upon application prior to the expiration of the first leave period. An employee shall not be granted a personal leave for purposes of securing full-time employment with another employer.

Each employee is entitled to twenty-four (24) hours off with pay per year and may be taken in increments of one half (1/2) hour or more. Unused personal leave may not be cashed in or carried over into the next year. Personal leave entitlement will be prorated during the initial calendar year of employment as follows:

<u>Hired on or before the 15th of</u>	<u>Hours of Personal Leave</u>
January	24
February	22
March	20
April	18
May	16
June	14
July	12
August	10
September	8
October	6
November	4

SECTION 5. Medical or Disability Leave. An employee shall be granted up to six (6) months medical leave, after exhaustion of sick leave and vacation credits, for medical reasons, which leave the employee physically and/or mentally incapable of performing the substantial and material duties of his job. An employee may be granted a disability leave for up to an additional twenty-four (24) months after exhausting medical leave should the employee still be incapacitated.

Reinstatement rights following disability leave extend for twenty-four (24) months from the date such leave is granted. Such employee is to be reinstated to the same or similar position within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position. The examination shall be

conducted in accordance with Article 8, Medical Examinations. If continuing disability precludes reinstatement, the employee may wish to apply to PERS for disability retirement. If approved, such separation should be reported by the Director on a Personnel Action Form.

The Director shall send a written reminder by certified mail to the employee at least thirty (30) days prior to the expiration of his disability leave. An employee who does not return from disability leave, formally resign or take disability retirement shall be separated by personnel action with the designation "Failure to Return from Disability Leave."

Any appointment made to a position vacated by disability leave will be on a temporary basis, and such employee must be made fully aware of its temporary nature. Should the employee returning from disability leave be reinstated to another position, the temporary appointment will be made permanent.

SECTION 6. Union Delegate Leave. Two (2) Union employees may be granted up to three (3) days leave of absence without pay in each calendar year for the purpose of attending AFSCME conventions. The granting of such request is dependent upon the needs of the Agency and the employees requesting such leave at least two (2) weeks in advance of the convention.

SECTION 7. Retention of Seniority. Time spent on any authorized unpaid leave of absence provided for in this contract shall be counted in determining seniority. Such leave shall not constitute a break in seniority unless the employee fails to return to service immediately upon the expiration of the leave. Employees on a personal leave and/or military leave shall not be permitted to exercise any seniority rights they may have until two (2) weeks before they return from leave.

SECTION 8. Family Medical Leave Act. The Employer and the employees shall comply with all provisions of and regulations interpreting the Family Medical Leave Act. After all eligible paid leave is exhausted, the employee will be placed on FMLA leave if eligible. All eligible paid leave does not include donated sick leave. FMLA leave will run concurrent with donated sick leave.

SECTION 9. Bereavement Leave. In the event of the death of a bargaining unit member's immediate family member, as defined in Article 24, Section 6, the bargaining unit member shall be granted three (3) working days off with pay to attend the funeral or to attend any other necessary business. If the funeral occurs outside the State of Ohio, the employee may be granted additional days for a maximum of five (5) working days. The Director must approve these additional days in advance.

ARTICLE 30 EDUCATION LEAVE/TUITION REIMBURSEMENT

SECTION 1. Upon written request to the Employer, an employee having two (2) or

more years of continuous service may be granted an academic education leave without pay to pursue completion of a course of study in a field relating to the employee's current or prospective duties with the Employer.

SECTION 2. Academic education leave may be granted only if the Employer deems such leave to be in its best interest and no such leave shall exceed a period of six (6) months. Such leave may be extended by the Employer, however, in six (6) month periods up to a total of two (2) years leave.

SECTION 3. It shall be the sole responsibility of an employee on academic leave to pay all cost and expenses incurred in furtherance of his academic education.

An employee's written request for academic education leave shall include:

- A. the name and location of the academic institution to be attended;
- B. the course of study to be pursued;
- C. the approximate completion date of the course of study;
- D. a brief statement indicating how the course of study related to the employee's current or prospective duties with the Employer.

SECTION 4. An employee's written request for academic education leave must be submitted to the Employer not less than ninety (90) days prior to commencement of the desired leave.

SECTION 5. If it is found that an academic education leave is not actually being used for the purpose it was granted, the Employer may cancel the leave and direct the employee to report for work by giving a written notice by certified mail to the employee.

SECTION 6. Tuition Reimbursement Program.

A. Eligibility

- 1. Applicants must have worked for the Department four (4) continuous years and be full-time employees.
- 2. Applicants must have obtained satisfactory or better in the two most recent Department performance evaluations.
- 3. Only job-related courses are authorized. Courses must be with an accredited college in Ohio. Courses must be part of a college curriculum. Courses given by tutors or through

correspondence are inapplicable.

4. Tuition will be reimbursed in the following manner 100% for a 'C' grade or better. No reimbursement for a 'D' grade or worse. Pass/Fail courses will be addressed on a case-by-case basis.
5. Employees will not be given release time to attend courses.

B. Application Process

1. The employee shall secure the proper application from the Director. One completed form for each course shall be submitted to the Director at least 14 days before the class begins.
2. The Director and the employee shall discuss the employee's short range academic and job objectives; long range career goals; and management of the employee's work load while he is on the TR program.
3. The Director shall review the application and make the final decision as to approval or disapproval. If the application is disapproved, the reason will be provided.
4. Applications will be considered on a first come first served basis.
5. Employees will be expected to maintain their assigned workload while taking courses.
6. The Director reserves the right, depending upon availability of funds or shortages in agency work force, to suspend or restrict TR by eliminating the programs completely; reducing the number of credit hours that may be reimbursed; selecting employees whose learning needs are most critical to the agency; or setting an official, uniformly applied percentage figure as to the amount of tuition for which the agency is responsible.
7. The TR program applies to all full-time employees of the MCDJFS only. Funding ceilings, however, may necessitate whether an employee is able to be approved for TR.

C. Definitions

1. Tuition Reimbursement - Tuition reimbursement is an educational program that allows an approved applicant to be reimbursed for tuition cost connected to an eligible course of study, according to the scale provided in Section A 4.

D. Degree Bonus

The Employer will pay a one-time bonus to employees who attain the following degrees in a job related major during the term of the contract.

Associate's Degree	\$100.00
Bachelor's Degree	\$200.00
Master's Degree	\$300.00

All degrees must be job related to qualify for this bonus. The Director has final approval over what is considered job related.

ARTICLE 31
WAGES

SECTION 1. Effective July 1, 2013, all bargaining unit employees will be paid as shown in Appendix C.

SECTION 2. Effective January 1, 2014, all bargaining unit employees will be paid as shown in Appendix D.

SECTION 3. Effective January 1, 2015, all bargaining unit employees will be paid as shown in Appendix E.

SECTION 4. Longevity. Beginning on the first day of the pay period within which an employee completes five (5) years of total service with the Employer, he shall receive an automatic salary adjustment as shown in Appendix F. Additional wage adjustments shall be made at 10, 15, 20, and 25 years of service as per Appendix F. The length of service used to calculate 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 class. Time spent on authorized leave of absence shall be counted for this purpose. For employees hired prior to April 13, 1992 all prior service credit with the State of Ohio or any of its political subdivision will be considered as years of service with the Employer. For employee hired after April 13, 1992 all years of service credit for the purposes of longevity must be with the Muskingum County Job and Family Services.

SECTION 5. Employees serving in their training period as per Article 12 shall be paid at fifty cents (.50) less than the regular rate for their appropriate pay range.

SECTION 6. See Appendix A for classification pay ranges.

SECTION 7. Employees serving in their probationary period as per Article 12 shall be paid at twenty-five cents (\$.25) less than the regular rate for their appropriate pay range.

SECTION 8. Employees who are promoted during the life of this Agreement shall be placed in the first step of the new classification's pay range which insures the employee an increase upon the successful completion of their training and probationary period. In no case shall such increase exceed the maximum of the pay range.

SECTION 9. If an employee is temporarily assigned to a higher classification for more than five (5) consecutive working days, he shall be paid at the training rate for the higher range retroactive to the first day of such temporary working assignment.

ARTICLE 32 INSURANCE

SECTION 1. The Employer shall provide group health, vision, and dental insurance of the same type and coverage levels, which the County provides to County employees generally. Changes made to insurance coverage on the County level shall also be made to the employees covered by this Agreement. The employee's premium contribution is set forth in Appendix G.

SECTION 2. The Employer reserves the right to change the administrator of such plan. The employee agrees to pay a portion of the premium of such coverage as contained in attached Appendix G.

SECTION 3. The parties agree a Muskingum County Job and Family Services Health Insurance Committee shall be established through joint labor/management co-operation no later than ninety (90) calendar days after the signing of this Collective Bargaining Agreement. Any recommendations of the committee must be by consensus agreement. The AFSCME Bargaining Unit shall have two (2) members on the Health Insurance Committee.

SECTION 4. The Employer will provide each employee with \$20,000 group life insurance coverage at no cost to the employee. In addition, an employee may purchase additional term life insurance in \$10,000 increments at the then current group rate as established by the Company.

SECTION 5. The Employer will implement an insurance premium offset program effective October 1, 1989, whereby each employee's share of applicable insurance premiums shall be deducted from his or her gross wages earned. Adoption of the offset program with regard to those premiums exempts said premiums from taxation pursuant to all applicable tax law.

SECTION 6. When spouses are both employed by Muskingum County and have dependents to be covered by insurance, one spouse shall be designated as the "family carrier". The other spouse and any other individuals to be covered shall be listed as "dependents" for insurance purposes. In the case of spouses with no other individuals to be covered each will have single coverage.

ARTICLE 33
MEALS AND LODGING

SECTION 1. In the event an employee is on business required by the Employer outside of Muskingum County, then such employee shall be reimbursed for meals and lodging as follows:

A. For Meals:

1. Up to \$25.00 per day upon submission of a valid receipt for each meal claimed. If travel to and from the meeting/event are on the same calendar day, lunch is the only meal eligible for reimbursement.

B. For Lodging:

1. If the location is pre-approved by the Employer, the employee shall be reimbursed 100% of the cost of the lodging and applicable taxes.
2. If the location is not pre-approved by the Employer, no reimbursement shall be made.

SECTION 2. No Reimbursement shall be made for meals and/or lodging incurred in Muskingum County.

ARTICLE 34
MILEAGE AND PARKING

SECTION 1. When an employee is required to drive his personal vehicle to transact County business, he shall be reimbursed at the applicable IRS rate.

SECTION 2. Employees on County business shall be reimbursed for the cost of parking upon presentation of a valid, dated receipt.

ARTICLE 35
PART-TIME EMPLOYEE BENEFITS

SECTION 1. Part-time employees are those employees in the bargaining unit who are normally scheduled to work at least twenty (20) but less than forty (40) hours per week.

SECTION 2. Except as provided below, part-time employees are entitled to all the rights and are subject to all the responsibilities found in this Agreement.

SECTION 3. Holidays - Part-time employees will receive holiday pay for the number of hours they were scheduled to work only if the day observed as the holiday falls on a day they were scheduled to work.

SECTION 4. Insurance - During the term of this Agreement, part-time employees shall pay one-half of the monthly premium of either single or family health insurance coverage, dependent upon the employee's election.

SECTION 5. Personal Days - Personal days will be based upon the average number of hours the part-time employee normally works per day.

ARTICLE 36 UNIFORMS

The Employer agrees to provide uniforms for all employees who are required to wear uniforms.

ARTICLE 37 MISCELLANEOUS

SECTION 1. Should the Employer develop new or change any job description, the Union shall be furnished a copy within two (2) working days. The Employer will provide the Union with a copy of all bargaining unit job descriptions within thirty (30) days after the execution of this Agreement.

SECTION 2. Subject to the cooperation of the County Auditor, the Employer agrees to continue to make payroll deductions for all employees who wish to enroll in the credit union so long as the credit union remains in existence and to continue to deduct the employees' PERS contributions on a pre-tax basis.

SECTION 3. The Employer shall continue to deduct from employees' paychecks deferred compensation. The employee shall notify the Employer in writing of the amount, which shall be deducted. The Employer shall deduct said amount at no cost to the employee.

SECTION 4. Any employee who has been subpoenaed to court for a job-related case while on an approved paid leave of absence shall not have such time actually worked charged against any paid leave. Any employee who has been subpoenaed to court for a job-related case who has already scheduled a paid leave and has made reservations outside the State of Ohio, shall receive pay at time and one-half (1 ½) for all hours actually worked beginning with the time specified in the subpoena and ending when the employee is released from court. In order to receive time and one-half (1 ½), the employee must present proof to the Director that he/she will suffer economic loss for failing to keep the reservation.

SECTION 5. The Employer will work with the Labor-Management Committee to develop a mutually acceptable first aid policy. All accidents and injuries, however minor, shall be immediately reported to the employee's supervisor. The Employer will provide basic first aid supplies at convenient locations as determined by the Employer.

ARTICLE 38
APPLICATION OF CIVIL SERVICE LAWS

SECTION 1. Except as may be otherwise expressly provided in this Agreement, Ohio Civil Service laws and rules shall not apply to employees in the bargaining unit. However, provisions concerning the reporting of personnel action to the Ohio Department of Administrative Services regarding bargaining unit employees shall apply.

SECTION 2. It is fully understood that the Ohio Department of Administrative Services and State Personnel Board of Review shall have no authority or jurisdiction as it relates to the expressed matters covered by the Agreement.

ARTICLE 39
WAIVER IN CASE OF EMERGENCY

SECTION 1. In cases of emergency declared by the President of the United States, Governor of the State of Ohio, the County Commissioners, or the Federal or State Legislature, due to factors such as acts of God or civil disorder, the following conditions of the Agreement shall automatically be suspended for the duration of the emergency:

- (1) Time limits for Management or the Union relies on grievances.
- (2) Selected work rules and/or assignments and practices relating to the assignment of employees.

SECTION 2. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which they have progressed prior to the emergency.

ARTICLE 40
SEVERABILITY

SECTION 1. Consistent with Chapter 4117 of the Ohio Revised Code, this Agreement governs the wages, hours, terms and conditions of employment of the employees in the bargaining unit and the terms of this Agreement prevail over all conflicting state law, whether statutory or common law, unless expressly stated otherwise in a specific Section of this Agreement.

SECTION 2. If any provision(s) of this Agreement shall be found contrary to law by a court of competent jurisdiction, then said provision(s) shall be deemed invalid, but all other provisions herein shall continue in full force and effect.

SECTION 3. In the event any provision of this Agreement is found contrary to law and deemed invalid, the parties agree to meet and negotiate within thirty (30) days after such determination for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 41
SUCCESSOR

This Agreement shall be binding on any and all successors and assigns of the Employer, whether by sale, transfer, merger, acquisition, consolidation or otherwise. The Employer shall make it a condition of transfer that the successor shall be bound by the terms of this Agreement and that the transferee is obligated to continue to employ all bargaining unit employees in accordance with the terms of this Agreement.

ARTICLE 42
CATASTROPHIC SICK LEAVE DONATION PROGRAM

A catastrophic sick leave donation program is established to assist employees who are placed on a leave of absence due to an accident or long-term illness not job related, and who will exhaust all other available paid leave. This program neither supersedes nor replaces other disability programs.

The catastrophic sick leave donation program can be utilized only if all of the following conditions are met:

1. The Director determines that the injury or long-term illness is catastrophic.
2. A doctor approved by the agency certifies that a long-term medical injury or illness exists.
3. The injury or long-term illness must require the employee to take at least 30 days off.
4. The employee shall not have been disciplined for sick leave abuse.
5. Prior to receiving a sick leave donation, the employee must have exhausted all paid time off, including sick leave, compensatory time, and vacation time.
6. All sick leave donations are voluntary.

7. Unless otherwise approved by Director, up to 16 hours per catastrophe can be donated, per employee.
8. Donated sick leave may not result in an increase in severance pay.
9. The sick leave donated is paid at the lower of the two rates earned by the employees.

When the Employer is made aware of an employee's need for sick leave donations, it shall post a notice informing the employees of the particular employee's need for assistance. This notice shall be posted for 14 days. After such 14-day period, or when the requested amount of leave is acquired, no further donations shall be accepted. The Employer may post another notice of the employee's continued need for assistance.

ARTICLE 43 WELFARE TO WORK INITIATIVE PARTICIPANTS

In the event the Muskingum County Job and Family Services becomes a sponsor or employer of welfare recipients under any Welfare to Work program(s), the Employer agrees that individuals placed or hired under any Welfare to Work program shall not displace any bargaining unit employee.

ARTICLE 44 DURATION

SECTION 1. This Agreement shall continue in full force and effect beginning January 1, 2013 and ending 11:59 p.m. December 31, 2015.

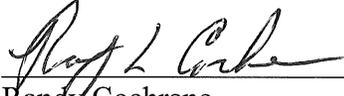
SECTION 2. Should either party desire to modify or terminate this Agreement, such party shall give written notice of such intent no earlier than ninety (90) days or later than sixty (60) days prior to the termination date.

SECTION 3. This Agreement represents the full and complete understanding of the parties. It totally integrates all wages, hours, terms and conditions of employment existing between the parties, eliminating all past and existing practices. This Agreement may only be changed in writing by the mutual consent of the parties.

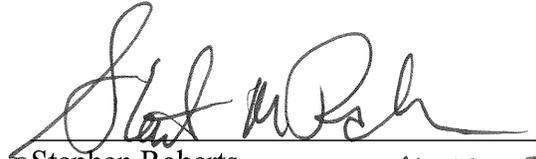
IN WITNESS WHEREOF, the parties have hereunto signed this Agreement, by their authorized representative this _____ day of April, 2013.

FOR THE MUSKINGUM COUNTY
JOB AND FAMILY SERVICES

FOR AFSCME, OHIO COUNCIL 8,
AFL-CIO

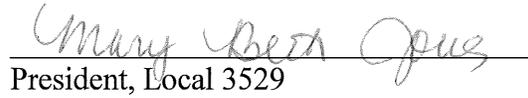


Randy Cochrane
Director



Stephen Roberts
Staff Representative
AFSCME, Ohio Council 8

4-15-13

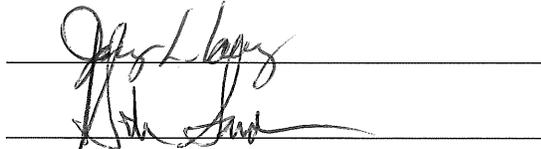
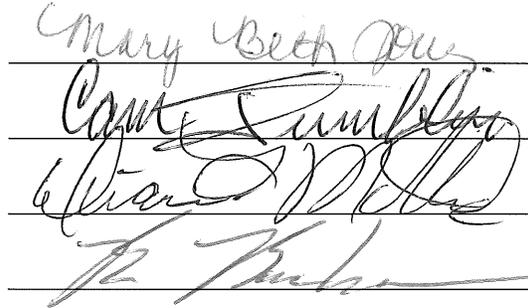
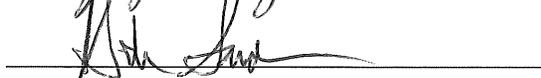
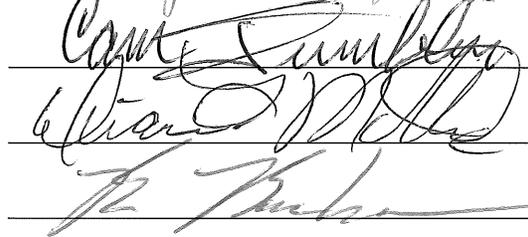


Mary Beth Opus
President, Local 3529

BOARD OF MUSKINGUM
COUNTY COMMISSIONERS

Negotiating Committee
Local 3529

Porter- abstain



ATTESTED:



Susan Culbertson
CLERK

APPENDIX A
(2013-2015)

CLASSIFICATION PAY RANGES

PAY RANGE 1	Custodial Worker
PAY RANGE 2	Cashier 1 Clerical Specialist 1 Clerical Specialist 2
PAY RANGE 3	Telephone Operator
PAY RANGE 4	Clerical Specialist 3 Legal Aide – (Muskingum) Public Inquires Assistant Unit Support Worker 2
PAY RANGE 5	Account Clerk 2 Human Resources Assistant Legal Specialist
PAY RANGE 6	Computer Operator 1 – (Muskingum) Eligibility/Referral Specialist 1 Fiscal Specialist Intake Specialist Investigator 2 Maintenance Repair Worker Social Services Worker 1 SSI Worker (DDU- Disability Determination Unit- Muskingum)
PAY RANGE 7	Child Support Case Manager Eligibility/Referral Specialist 2 Social Services Worker 2
PAY RANGE 8	Employment Service Representative – (Muskingum) Hearing Officer Training Officer 1 Quality Control Reviewer

APPENDIX B

FLEX TIME POLICY

**MUSKINGUM COUNTY
JOB AND FAMILY SERVICES**

EFFECTIVE FEBRUARY 1, 1998

Amended January 1, 2010

PURPOSE

- 1) To provide better service to the customers we serve by extending our hours of availability to the public.
- 2) Increase productivity by embracing the concept that employees who are permitted flexible hours work harder and smarter because they have some input into their work schedules.
- 3) Improve employee morale by permitting employees to work a schedule flexible enough to meet the demands of families and busy lifestyles. From families with two wage earners to single head of household families, flexible work hours could be beneficial to both the employer and the employees by creating a productive workforce that maintains a balance between personal and professional life.
- 4) Assist in creating a better educated and healthier group of workers by allowing them to flex their schedules to fit in classes that may otherwise be difficult to attend because of current work hours. Also, may allow those who wish to stay fit more flexible hours to do so thus decreasing loss of work time due to illness.

DEFINITIONS

- A. **STANDARD HOURS OF OPERATION** are hours of the day and days of the week that offices of MCJFS are open and available to provide services to our customers. The standard hours of operation shall be 7:00 a.m. to 5:00 p.m., Monday through Friday.
- B. **STANDARD WORK SCHEDULE** for all employees who choose not to flex their hours shall be 7:30 a.m. to 4:30 p.m., Monday through Friday, with one hour lunch or 8:00 a.m. to 4:30 p.m. with 1/2 hour lunch.
- C. **WORK DAY** is the number of hours an employee is scheduled to work each day. Employees must be scheduled to work at least four hours per day unless a supervisor has requested an alternative schedule to meet the operational needs of the agency. Under Option B only, an employee may choose to work four 9 1/2 hour days and take two hours of vacation on another day to total a 40 hour week, provided that the employee works that same schedule for an entire quarter. However, a work week with a holiday in it may result in a schedule change for that week, which would allow the employee to receive the holiday hours and work the remaining hours for their chosen option. The standard work day for MCJFS employees shall be eight hours excluding unpaid meal periods.
- D. **WORK WEEK** is the number of hours an employee is scheduled to work or is in active pay status in a calendar week (Monday through Friday.) The standard work week shall be 40 hours exclusive of time allotted for meal periods.
- E. **ACTIVE PAY STATUS** is conditions under which an employee is eligible to receive pay, and includes but is not limited to vacation leave, sick leave and personal leave.
- F. **MEAL PERIODS (LUNCH)** are uncompensated time the employee must be relieved of duty and authorized to leave the premises. Standard lunch periods for MCJFS employees shall be 30 minutes or 60 minutes. Lunches should be taken at the mid-point of the work day (11:30 a.m. - 1:30 p.m.) However, at the approval of the supervisor, lunch hours may be later or earlier to accommodate a client or an appointment outside the agency. (See policy manual 4.04.) Meal periods cannot be taken before or after the employee has worked their shift (i.e., begin their morning with a lunch break or work their scheduled hours and then take lunch at the end of the day.)
- G. **CORE HOURS** are the hours of the day that an employee working a flex time schedule is required to be on the job and is not at liberty to flex.
1. Core hours must be utilized by all employees except when on authorized leave from the agency or by permission from their immediate supervisor to meet the operational needs of the agency. Example: We sometimes allow someone who needs to work four hours to finish out their work week do so by working 8:00 a.m. to 12:00 noon, 1:00 p.m. to 5:00 p.m., or some other four hour time frame to provide coverage in a certain work area.

2. The core hours for MCJFS employees are 9:30 a.m. to 3:00 p.m.

- H. **FLEXIBLE WORK HOURS**, more commonly known as “flex time” is an alternative to standard work hours, which include adjusting the starting and ending times of the work day and/or the number of hours worked per day and the number of days worked per week.
- I. **ADJUSTED WORK DAY** may occur on an as needed basis to accommodate a client in the event that the client’s business unexpectedly exceeds the employee’s regular work hours, or when the employer needs to adjust the employee’s regular work day. Some examples of this may be to attend a training that starts later in the day and extends to evening, or a client’s request for an early or late appointment.

FLEX TIME PROCEDURES

FOR OPTIONS A, B

1. Requests to work flex time must be requested in writing by the employee to their immediate supervisor.
2. The supervisor and/or the deputy director shall consider all requests for flex time schedules that are within the guidelines set forth in this procedure on an individual basis while considering the operational needs of the work unit. Requests for a specific schedule must be approved or disapproved in writing using the Request for Flexible Work Schedule Form.
3. The MCJFS must have a minimum staff on duty during the extended hours. (7:00 a.m. – 7:30 a.m. and 4:30 p.m. - 5:00 p.m.) The minimum staff size will be determined by the supervisor, deputy director and director.
4. An employee on an approved flex time schedule is not entitled to compensation for overtime work unless they are authorized by their immediate supervisor, deputy director and/or director. The employee must be in an active pay status for more than forty hours in a calendar week, regardless of the number of hours worked on any day in the same calendar week to receive overtime pay.
5. Holidays: All eligible employees, whether on approved flex schedules or not, shall receive holiday pay in accordance with Article 26 of the MCJFS Collective Bargaining Agreement.

During holiday weeks, employees shall have the option of working the same schedule as they work in a non-holiday week subject to other provisions of the policy regarding unit coverage. An example of this would be to allow an employee to work three 9's during a holiday week and either take 5 hours vacation to make up the deficit or come in and work 5 hours on the remaining day. Regardless of what schedule is worked during the holiday week, the employee shall only be paid for eight hours for the holiday, unless working Reduced Work Week (see page 10.)

6. Employees working an approved flex time schedule cannot adjust their reporting and ending times daily or weekly to avoid tardiness, discipline or the use of leave time. A request to work a flex time schedule automatically implies employee responsibility to comply with the requested work hours for starting and ending times just as standard work hours require promptness. The current agency tardiness policy and call off procedure remains in effect.
7. Abuse of flex time schedules may result in disciplinary action or cancellation of the flex time or both. Examples of abuse include but are not limited to: tardiness, extended lunch hours, early departures. In such cases, employee's work schedule may be changed as determined by the unit supervisor to accommodate the unit's operational needs. (See also #17.)
8. Except as discussed in the Adjusted Work Day/Option C Section, all requests pertaining to flex time will be in written form.
9. An employee will have paid or non-paid absences (regular sick leave, personal day, leave without pay, or vacation) charged at the number of actual hours used. Except, when an employee is off work for more than one week (40 hours.) In that case, leave will be charged based on a 5 day, 8 hour work schedule for all hours of absence exceeding the initial 40 hours.
10. Days off under any flex time option outside of approved leave shall be staggered among the staff within a division.
11. Units are strongly encouraged to make a concerted team effort in reaching agreement on work schedules. However, when agreement cannot be reached in establishing individual employee work hours because of the area's need for coverage, agency seniority within the unit shall be used to set up a work rotation.

For example: If three workers in a unit request to work 4 nine hour days and four hours on Friday morning and all three request to take Friday afternoon off, the more senior worker would be approved for Friday afternoon, the next senior worker offered their choice of other time off, the least senior worker would select his/her time off from the remaining work days.

The 2nd quarter the second senior worker would have first choice, the least senior worker would choose second and the most senior worker would choose last. The 3rd quarter, the least senior worker would choose first, the most senior would choose second and the second senior worker would choose last. The 4th quarter the most senior worker would again choose first, and so on throughout the rotation.

12. All employees must complete two biweekly itineraries each month according to the Guide for Completing Biweekly Itineraries. The itineraries are to be submitted to supervisors no later than the 10th of the month prior to the effective date. Supervisors may opt to not request biweekly itineraries from individual employees.
13. Supervisors shall approve or disapprove itineraries for designated time period requested within two working days from the 10th of the month prior to the effective date. Supervisors

and workers need to retain copies of the completed itineraries. Once itineraries are approved, they shall not be changed to avoid the use of leave time or to retroactively avoid tardiness.

14. Supervisors submit weekly changes to a designated person, who in turn publishes an e-mail to department heads, supervisors, switchboard and reception areas notifying them of schedules for the following week.
15. Once an employee is approved for a Flexible Work Schedule Option A and B, they shall remain on that schedule until they request a change in writing on the Request for Flexible Work Schedule Form.
16. An employee may request to change their Flexible Work Schedule Option A and B a maximum of once per quarter.
17. In some instances where need dictates due to performance issues, tardiness, or unit coverage needs, supervisors may need to initiate option changes and/or schedule changes. Such schedule changes must be in writing and approved by the deputy director. The supervisor shall provide the employee with the reason for the schedule change and the new work schedule at least 10 working days prior to the desired effective date.
18. If a need arises that results in a schedule change determined by something outside MCJFS, the supervisor also has the flexibility to change an employee's work schedule to complete the specific task, or assignment. The supervisor must notify the employee of the change as soon as possible in writing, what the work hours will be and the duration of the change so the employee can make any necessary arrangements.
19. If a situation arises during extended hours that requires an immediate action, the supervisor on duty may assign a worker outside the assigned unit to handle the situation if the regular worker or coworker within the unit is not available. The assigned worker will make every attempt to meet the immediate need. The case or situation will then be passed back to the original assigned worker for any follow up necessary the next working day.
20. Employees may change from a 30 minute to a 60 minute lunch period or from a 60 minute to a 30 minute lunch period with the approval of their supervisor. This does not constitute an option change. A "Request for Lunch Time Change" form needs to be completed and submitted to the supervisor.

OPTION C/ADJUSTED WORK DAY PROCEDURES

1. Upon supervisor's approval, employees may flex their schedule as needed to accommodate a client or to accommodate work related circumstances that require an adjustment to the employee's regular work day, whether it be planned or unexpected.
2. For immediate, unexpected situations, a verbal request may be made by the employee and approved verbally by a supervisor. In all cases such requests will be followed by written documentation. An example might be that a client is already in the office and the employee has reason to believe that the appointment will extend beyond their normal quitting time. The employee shall notify the supervisor at least 15 minutes prior to their quitting time of the need to stay late to complete the appointment. In the event that the client cannot be interrupted, approval for AWD may occur after the situation, provided a supervisor is immediately notified.
3. The supervisor will document the verbal time request and approval on the Adjusted Work Day Form.
4. Planned schedule changes as a result of a client request for an appointment must be discussed in advance and approved by the supervisor in writing prior to employee adjusting their schedule or for training conferences as described in #6.
5. Employees may request to utilize Option C/Adjusted Work Day in advance if they have a client situation that requires an appointment outside their approved work schedule. Such requests must be discussed in advance and approved by the supervisor in writing prior to employee adjusting their schedule.
6. Attendance to training conferences or seminars, etc. will be evaluated on an individualized basis according to the number of hours the training will last, the amount of travel time needed as determined by the employer, exclusive of lunch periods. If training exceeds the employee's regular work day, Option C/Adjusted Work Day may be exercised. All schedule changes will be documented by the supervisor on the Request for Adjusted Work Day Form. (See travel examples, Option C/Adjusted Work Day.)

The following are examples of situation which may be encountered. Please note that examples are not all inclusive of situations that may be encountered. They represent some of the more common situations that we experience and are intended to be a guideline from which to work. Any training/meeting/or conference that differs from these examples should be clearly outlined in writing by the supervisor and given to the employee. The Deputy Directors should review and approve all training or work day adjustments to maintain consistency.

Individuals normally scheduled to work more than eight hours on training days may exercise one of the following options (see Adjusted Work Day) with the approval of their supervisor:

1. Report to the agency to work the balance of hours left on their schedule that

- day.
- 2. Request vacation time for the remaining hours of the work day.
- 3. Report to work on another day that week to make up the remaining hours on their schedule.

TRAVEL EXAMPLES

Standard Training for Cambridge Site:

Training 8:30 a.m. - 4:00 p.m.	7 hours (Lunch Excluded)
Travel to Cambridge	1 hour
Travel from Cambridge	1 hour
Total Working Hours	9 hours

If you are an 8 hour person, you will need to adjust your schedule and work one hour less another day that week. If you are a 9 hour person your day is complete.

Standard Training for Columbus Site:

Training 8:30 a.m. - 4:00 p.m.	7 hours (Lunch Excluded)
Travel to Columbus	1.5 hours
Travel from Columbus	1.5 hours
Total Working Hours	10 hours

If you are an 8 hour person, you will need to adjust your schedule and work two hours less another day that week. If you are a 9 hour person you will need to adjust your schedule and work one hour less another day that week.

- 7. A completed copy of the Request for Adjusted Work Day Form will be given to the employee. All schedule changes will be discussed with the employee by the supervisor so that both parties know the work schedule expectations when implementing Option C/Adjusted Work Day. Time accrued due to Option C/Adjusted Work Day may be used to adjust starting time, lunch time, or ending time, once it is approved and documented in writing by the supervisor.
- 8. Supervisors have the right to adjust the employee's work day in order to meet agency and customer needs. The supervisor is to provide justification for the request and provide as much notice as possible to the employee.
- 9. Option C/Adjusted Work Day may not be used if it will cause the employee to exceed 40 hours in the current work week. Employees are responsible for knowing their number of work hours completed per week.
- 10. Time accrued while utilizing the Option C/Adjusted Work Day must be used within the work week that it occurred. (An employee may not exceed 40 hours in a work week without a Deputy Director's approval.)

FLEX TIME OPTIONS

OPTION A: FIVE EIGHTS/CORE HOURS

Permits employees to choose, on a day-to-day, Monday thru Friday basis, an eight hour work schedule with staggered starting and ending times around a core period. An employee's work schedule may begin as early as 7:00 a.m. and as late as 8:30 a.m. allowing either a 30 minute or 60 minute lunch period. All employees are required to be present during the "core hours" of 9:30 a.m. to 3:00 p.m. except as described in "Definition G". A sample of this schedule might be:

Monday	7:00 a.m. to 4:00 p.m.	8 hours
Tuesday	7:00 a.m. to 4:00 p.m.	8
Wednesday	7:30 a.m. to 4:30 p.m.	8
Thursday	8:00 a.m. to 5:00 p.m.	8
Friday	8:00 a.m. to 5:00 p.m.	8

Total 40 hours

Employees may change from 30 minute to 60 minute lunch periods with the approval of their supervisor. This would not constitute an option change.

OPTION B: SELECTED DAILY WORK HOURS

Permits employees to select a different number of work hours each day five days a week, Monday thru Friday. Total selected hours must equal forty. No less than four hours or more than 9.5 hours may be worked in one day. A sample of this schedule might be:

Monday	7:00 a.m. to 5:00 p.m.	9 hours
Tuesday	7:00 a.m. to 4:00 p.m.	8
Wednesday	7:00 a.m. to 5:00 p.m.	9
Thursday	8:00 a.m. to 4:00 p.m.	7
Friday	7:00 a.m. to 3:00 p.m.	7

Total 40 hours

Employees may change from 30 minute to 60 minute lunch periods with the approval of their supervisor. This would not constitute an option change.

OPTION C: ADJUSTED WORK DAY

Adjusted Work Day may occur on an as needed basis in order to accommodate a client in the event that the client's business unexpectedly exceeds the employee's regular work hours, or when the employer needs to adjust the employee's regular work day. Some examples of this may be to attend a training that starts later in the day and extends to evening, or a client's request for

an early or late appointment.

REDUCED WORK WEEK

Upon supervisor's approval employees may work a reduced work week. The employee may work 35-39 hours per week and maintain their status as a full-time employee. Employees will be compensated on an hourly basis for the number of hours worked. Insurance benefits and costs will not be affected by the Reduced Work Week.

Employees will follow the same procedures as Option A and B in order to implement the Reduced Work Week. Scheduled hours of work are to be followed consistently for a full quarter. Changes in the number of hours worked per week may not change from week to week or month to month, within a quarter, (unless Option C/Adjusted Work Day, is being implemented or it is a Holiday week.)

Accrual rates of vacation and sick leave will be adjusted based on the number of hours worked per week.

Sick Leave

Employees will earn sick leave at the rate of .0575 for each hour in active pay status.

Vacation Leave

Vacation leave will accumulate at the following rates:

Less than seven (7) years completed; rate of .03875 for each hour in active pay status.

At least seven (7) years but less than fourteen (14) years completed; rate of .0575 for each hour in active pay status.

At least fourteen (14) but less than twenty-four (24) years completed; rate of .0775 for each hour in active pay status.

Twenty-four (24) or more years completed; rate of .09625 for each hour in active pay status.

Holiday Compensation

The following chart shall be used to determine holiday pay:

35 hour week	= 7 hours holiday pay	35.5 hour week	= 7 hours holiday pay
36	= 7.5	36.5	= 7.5
37	= 7.5	37.5	= 7.5
38	= 8	38.5	= 8
39	= 8	39.5	= 8
40	= 8		

The holiday week's total hours must follow the weekly scheduled hours selected for that quarter.

Management reserves the right to determine hours of work and work schedules. Work loads and work performance will be considered in determining the appropriateness of a reduced work schedule.

REQUEST FOR FLEXIBLE WORK SCHEDULE

Purpose: The standard work schedule for the MCJFS shall be 7:30 a.m. - 4:30 p.m. or 8:00 a.m. - 4:30 p.m. with one hour or 1/2 hour lunch respectively. This form is required to request an alternative from the standard work schedule.

MEMORANDUM FROM: _____
Employee's Full Name (Please Print) Date of Request

MEMORANDUM FOR: _____
Immediate Supervisor Date of Request

1. This is to request that effective _____, I be authorized to work the following flex schedule option: (1st day of pay period)

Option A _____

Option B _____

Option C _____

Reduced Work Week _____

Amount of weekly work hours (reduced or increased) _____

I generally prefer 30/60 minutes (please circle) for lunch. I understand I must choose one, but may change this with the approval of my supervisor even after I submit my bi-weekly itinerary.

I understand that I must be at work during these requested hours, except during lunch period, unless leave has been approved. I further understand the core hours concept and I have read the Flex Time Plan.

I have completed a new itinerary. It is attached to this form.

Employee Signature

2. Recommended Not Recommended (If not recommended, give justification.)

Immediate Supervisor Signature

Deputy Director (Signature needed only if not recommended.)

DISTRIBUTION AFTER FINAL ACTION:

Upon approval (1) copy each to: Employee, Immediate Supervisor and MCJFS Payroll Department.

REQUEST FOR ADJUSTED WORK DAY

Hours worked beyond regular work day must be adjusted in the same work week.

MEMORANDUM FROM: _____
Immediate Supervisor Date

MEMORANDUM FOR: _____
Employee Date

Employee worked _____ more/less on _____.
(how much time) (date)

Employee will adjust their work day _____ more/less on _____.
(how much time) (date)

Will work _____ to _____ on _____.
(begin time) (end time) (date)

The reason for this adjustment is to: (✓ one)

- Serve a client
- Attend a meeting or training
- Other approved agency business

Calculation for training/meeting adjustment:

_____ Actual hours of meeting/training (excluding lunch period)
+ Travel to _____
+ Travel from _____
= Total working hours _____

Supervisor Signature

Employee Signature

DISTRIBUTION AFTER FINAL ACTION:

Copy to Employee

Copy to Immediate Supervisor - to be filed with corresponding biweekly itinerary.

REQUEST FOR LUNCH TIME CHANGE

This is to request that on _____, I be authorized to take a:
(date)

30 minute lunch instead of a 60 minute lunch.

OR,

60 minute lunch instead of a 30 minute lunch.

My starting time/ending time will change to _____.
(circle one)

Employee Signature: _____ Date: _____

Supervisor Approval: _____ Date: _____

Note: If you are requesting a change in your starting time to accommodate your requested lunch period, you must do so at least one day prior to lunch time change. If you are requesting a change to your ending time, you may do so the day of the lunch time change.

Copy to Employee

Copy to Supervisor - to be filed with corresponding biweekly itinerary.

APPENDIX C

Effective July 1, 2013

<u>Pay Range</u>	<u>Hourly Rate</u>
1	\$ 11.54
2	12.18
3	12.76
4	13.34
5	14.01
6	15.17
7	16.44
8	17.96

APPENDIX D

Effective January 1, 2014

<u>Pay Range</u>	<u>Hourly Rate</u>
1	\$ 11.77
2	12.42
3	13.02
4	13.61
5	14.29
6	15.47
7	16.77
8	18.32

APPENDIX E

Effective January 1, 2015

<u>Pay Range</u>	<u>Hourly Rate</u>
1	\$ 12.01
2	12.67
3	13.28
4	13.88
5	14.58
6	15.78
7	17.11
8	18.69

APPENDIX F

LONGEVITY RATE (IN CENTS PER HOUR)

EFFECTIVE JANUARY 1, 2007

YEARS OF SERVICE

(FOR ALL PAY RANGES)

For Employees who do not pay for health insurance coverage pursuant to Appendix G				
5-9	10-14	15-19	20-24	25+
90	140	160	185	205

For Employees who are paying for single health insurance coverage pursuant to Appendix G				
5-9	10-14	15-19	20-24	25+
113	163	183	208	228

For Employees who are paying for family health insurance coverage pursuant to Appendix G				
5-9	10-14	15-19	20-24	25+
150	200	220	245	265

SCOTT, SCRIVEN & WAHOFF LLP

LACEY L. CAIN
TIMOTHY E. COWANS
KATHLEEN V. DAVIS
RICHARD GOLDBERG
C. BRADLEY HOWENSTEIN
JULIE C. MARTIN
GREGORY B. SCOTT
DONALD C. SCRIVEN

50 WEST BROAD STREET
SUITE 2600
COLUMBUS, OHIO 43215
(614) 222-8686
FAX: (614) 222-8688

KARLA S. SOARDS
JENNIFER I. STIFF
JAMES K. STUCKO, JR.
JODIE M. TAYLOR
WILLIAM J. WAHOFF

OF COUNSEL:
PATRICK J. SCHMITZ

January 30, 2007

VIA FACSIMILE AND REGULAR MAIL

William DeVore
Staff Representative
AFSCME Ohio Council 8
6800 North High School
Columbus OH 43085-2512

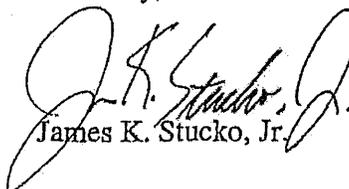
Re: Muskingum County Department of Job and Family Services

Dear Mr. DeVore:

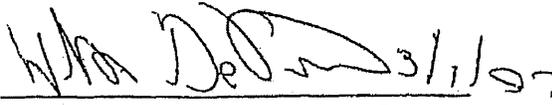
This letter constitutes a binding side-letter that is meant to clarify and memorialize the agreement reached by the Muskingum County Department of Job and Family Services and AFSCME Ohio Council 8 concerning certain payments required pursuant to Appendix F of the collective bargaining agreement. In particular, it is agreed that employees who are paying for health insurance coverage pursuant to Appendix G who were employed as of January 1, 2007 and who have fewer than five years of service shall be eligible for a 23 cents per hour or 60 cents per hour adjustment depending on their single or family plan status. After five years of service, these employees will also receive the longevity pay per Appendix F.

Please indicate your agreement with this side-letter by signing this letter on the space provided below.

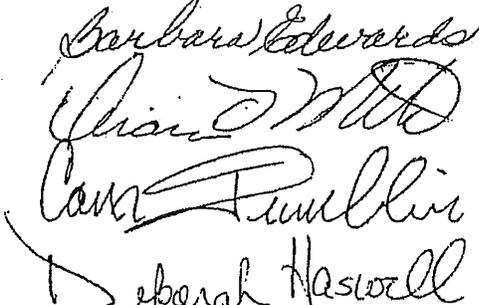
Sincerely,


James K. Stucko, Jr.

JKS/slw



William DeVore Date
Staff Representative



APPENDIX G

EMPLOYEE INSURANCE CONTRIBUTION

Effective January 1, 2007

Employer Pays 80% of the Premium

Employee Pays 20% of the Premium