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**AGREEMENT  
BETWEEN THE  
HURON COUNTY  
COMMISSIONERS  
FOR THE  
HURON COUNTY  
DEPARTMENT OF JOB & FAMILY SERVICES  
AND  
OCSEA/AFSCME**

**July 1, 2013 - June 30, 2016**

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## PREAMBLE/PURPOSE

This agreement, entered into by the Huron County Commissioners for the Huron County Department of Job & Family Services, hereinafter referred to as the "Employer," and the Ohio Civil Service Employees Association, OCSEA/AFSCME Local 11, AFL-CIO, Chapter 3900, hereinafter referred to as the "Union," has as its purpose the following:

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

## ARTICLE 1 UNION RECOGNITION

**Section 1.** The Employer recognizes the Union as the sole and exclusive representative for the purpose of negotiating wages, benefits, and other conditions of employment for those employees of the Employer in the bargaining unit. Wherever used in this agreement, the term "bargaining unit" shall be deemed to include those full-time employees in and holding the following classifications:

Account Clerk  
Child Care Case Worker  
Child Care Certification Specialist  
Clerical Specialist 1  
Clerical Specialist 2  
Eligibility Specialist 1  
Eligibility Specialist 2  
Employment Services Counselor  
Investigator 2  
Secretary  
Social Services Worker 2  
Social Services Worker 3

**Section 2.** All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit.

**Section 3.** Notwithstanding the provisions of this article, management, confidential, fiduciary, supervisory, part-time, temporary, seasonal, and employees in the unclassified services shall not be included in the bargaining unit.

**Section 4.** In the event of a change of duties of a position within the bargaining unit resulting in a reclassification of the position, or in the event that a new position/classification is established, the Employer shall determine whether the new classification or changed position will be included in or excluded from the bargaining unit and shall so advise the Union in writing. If the Union disputes the Employer's determination of the bargaining unit status, the parties will meet to attempt to resolve

their disagreement. If the parties are unable to agree on the bargaining unit status of the position, the issue shall be subject to appeal by the Union to the State Employment Relations Board (SERB), pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

## **ARTICLE 2 UNION SECURITY**

**Section 1.** The employer and the Union agree that membership in the Union is available to all employees occupying classifications as has been determined by this agreement as appropriately within the bargaining unit.

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

**Section 3.** It is specifically agreed that the employer assumes no obligation, financial or otherwise, arising out of the provision of this article regarding the deduction of Union dues, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 4.** The Employer shall be relieved from making such individual "check off" deductions upon A) termination of employment, or B) transfer to a job other than one covered by the bargaining unit, or C) layoff from work, or D) an agreed unpaid leave of absence, or E) revocation of the check off authorization in accordance with its terms or with applicable law.

**Section 5.** The Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

**Section 6.** It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction will normally be made by deducting the proper amount. Payroll collections of dues shall be authorized for the exclusive bargaining agent only, and for no other organization attempting to represent the employees within the bargaining unit as herein determined.

**Section 7.** The rate at which dues are to be deducted shall be certified to the payroll clerk by the comptroller of the Union during January of each year. One (1) month

advance notice must be given to the payroll clerk prior to making any changes in an individual's dues deductions.

**Section 8.** Deductions provided for in this article are subject to the approval of the County Auditor and shall be made during one (1) pay period each month. In the event a deduction is not made for any member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months' regular dues from the pay of any Union member. The Employer will not deduct more than one (1) month's regular dues for more than one (1) consecutive month.

**Section 9.** Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this agreement, unless the eligible employee certifies in writing by certified mail to the Employer and the Union that the dues check off authorization has been revoked, at which point the dues deduction will cease to be effective the pay period following the pay period in which the dues deduction revocation was received by the Employer.

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

#### **FAIR SHARE FEE**

**Section 10.** All new employees hired after August 1, 1995, who do not become members of the Union after sixty (60) days following the beginning of their employment with the Employer, shall be required as a condition of continued employment to pay to the Union a fair share fee. In such cases, the fair share fee shall commence with the first full month following completion of sixty (60) days of employment. Other provisions of this agreement notwithstanding, employees hired prior to August 1, 1995, shall not be subject to the fair share fee obligation. However, employees who were members of the Union on August 1, 1995, and subsequently resigned from the Union shall be subject to the fair share fee obligation. The fair share fee shall commence with the first full month following withdrawal of membership.

**Section 11.** Fair share fees shall be paid by automatic payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in amounts determined by the Union. No fair share fees shall be deducted by the Employer until the Union gives specific written direction to make such deductions.

**Section 12.** Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction.

**Section 13.** The Employer's obligation to deduct fair share fees is contingent upon the Union's fulfillment, on the behalf of each non-member bargaining unit employee, to prescribe a rebate and challenge procedure which complies with applicable state and federal laws.

**Section 14.** Changes in the amounts to be deducted shall become effective the first full month following their actual receipt by the Employer.

**Section 15.** The Union warrants and guarantees to the Employer that no provision of this article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, the Union hereby agrees that it will indemnify, defend, 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.

### **ARTICLE 3 UNION REPRESENTATION**

**Section 1.** The Employer agrees that up to two (2) non-employee officers and representatives of the Union shall be admitted to the premises of the Employer during working hours upon reasonable notice. Such visitations shall be for the purpose of administering the agreement and shall require advance notice to the Director's Office.

**Section 2.** Employees selected by the Union to act as Chapter 3900 representatives for the purposes of processing grievances under the grievance procedure shall be known as stewards. The steward may have an alternate steward to act as steward in the absence of the regular steward.

**Section 3.** The Union shall notify the Employer, in writing, the names of all Chapter 3900 representatives before they will be recognized by the Employer. The Union shall notify the Employer as soon as possible of any changes.

**Section 4.** For the purpose of this article, appropriate Union representative business is defined as follows:

- A. A steward may accompany and represent an employee at the employee's or Employer's request at a predisciplinary hearing.
- B. Attendance at meetings between the Union and Employer where their attendance is requested, or when authorized by this contract.
- C. Representation of a bargaining unit employee when so requested by the employee and/or the Union at any step of the grievance procedure.

Union representatives shall not suffer any straight time loss of pay when attending meetings, in accordance with "A" through "C" above, during the regular scheduled work hours.

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

- A. The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized in Section 4, unless prior approval is granted by the Employer.
- B. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area.
- C. Any dispute involving the Employer's enforcement of this Section 5 may be appealed through the grievance procedure.

**Section 6.** Notwithstanding the provisions of Section 4, the Union may designate in writing up to eight (8) Chapter 3900 representatives who will be responsible for conducting Union business (i.e., attendance at prior scheduled Executive Board meetings and grievance committee meetings), inclusive of potential grievances. Such eight (8) officers shall be allowed up to a cumulative total of eight (8) hours per calendar month with pay to conduct lawful business deemed appropriate by the Union. Additional meeting time, beyond the eight (8) hours per month, may be granted with the approval of the Director and must be recognized by both parties as an exceptional circumstance. Such eight (8) hours of agency-paid business shall not be cumulative from month-to-month, is not calculated as active pay status for purposes of overtime, and shall be subject to the provisions of Section 5 above.

**Section 7.** Union representatives (officers and stewards) shall notify their immediate supervisor at least one (1) day in advance prior to attending to any scheduled Union business. Union representatives shall complete a Union Representation Time Form as prescribed by the Employer, with a copy to the Employee's supervisor and the HR Administrator or designee when conducting any Union business.

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

**Section 1.** The Union shall recognize the right and authority of the Employer to administer the business of the Department of Job & Family Services, in addition to other functions and responsibilities where required by law. The Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Department of Job & Family Services, to promulgate rules and regulations, and to otherwise exercise the prerogatives of Management, and more particularly, including but not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause and to maintain order among employees.

- B. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed.
- C. To determine the Employer's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively meet these purposes.
- D. To determine the size and composition of the work force and the Department of Job & Family Services organizational structure, including the right to relieve employees from duty due to lack of work or lack of funds.
- E. To determine the hours of work, work schedules, and to establish the necessary work rules for all employees.
- F. 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.
- G. To maintain the security of records and other pertinent information.
- H. To determine and implement necessary actions in emergency situations.

**Section 2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement or ensuing agreements shall remain the function of the Employer.

## **ARTICLE 5 NO STRIKE/NO LOCKOUT**

Inasmuch as this agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Huron County. Therefore, it follows:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer, by its members or other employees of the Employer. When the Employer notifies the Union by certified mail that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately and conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress, and such notice shall instruct all employees to immediately return to work. Should the employees fail to return to work or the Union fail to post such notice, the Employer shall have the option of canceling any article, section, or subsection of this agreement. Any employee failing to return to work after notification by the Union as provided herein, or who participates in or promotes such strike activities as previously outlined, may be discharged, and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal.
- B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the Union, unless those members shall have violated Section A of this article.

## **ARTICLE 6 PLEDGE AGAINST DISCRIMINATION AND COERCION**

**Section 1.** The Employer and the Union recognize their rights and responsibilities under federal and state civil rights laws and affirmative action requirements. The parties agree that, insofar as practicable, the provisions of this agreement shall be applied without regard to race, color, religion, national origin, age, disability, or sex, except where a bona fide occupational qualification exists.

**Section 2.** All references to employees in this agreement designate both sexes and wherever the female gender is used it shall be construed 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, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership, or because of any legal employee activity in an official capacity on behalf of the Union.

**Section 4.** The Union agrees not to interfere with rights of employees to not become members of the Union and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

## **ARTICLE 7 LABOR/MANAGEMENT MEETINGS**

**Section 1.** In the interest of sound labor/management relations, unless mutually agreed otherwise, at least once each quarter on a mutually agreeable day and time, the Job & Family Services Director and/or his designee shall meet with representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

**Section 2.** An agenda will be exchanged at least two (2) working days in advance of the scheduled meetings. A list shall be provided on the issues to be addressed. This list shall adequately describe the issues so that the other party may be prepared to discuss the issue fully. Only those items on the agenda shall be discussed, except by mutual agreement.

**Section 3.** It is further agreed that if special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

**Section 4.** Minutes will be taken; both sides will sign off and copies will be made available to both parties within seven (7) days.

## **ARTICLE 8 CIVIL SERVICE EXAMS**

**Section 1.** As a condition of continued employment, originally appointed, newly hired bargaining unit employees who have provisional civil service status shall be required to take and pass a civil service examination for their classification whenever the Department of Administrative Services schedules an examination for that particular classification. Requests for time off shall be made no less than forty-eight (48) hours prior to the testing date whenever possible. The Employer will allow time off not to exceed eight (8) hours with pay for participation in such examination. Failure to take and pass any mandatory examination shall be just cause for termination from employment.

**Section 2.** Each employee shall be entitled to a maximum of eight (8) hours per year (examination leave) for the purpose of taking civil service examination(s) applicable to state or county DJFS positions, as conducted by the Ohio Department of Administrative Services. Paid leave taken in accordance with the provisions of Section 1 above shall apply toward the maximum eight (8) hours herein.

**Section 3.** Requests for examination leave (inclusive of any vacation or personal leave to be utilized for that purpose) must be submitted not less than three (3) working days prior to the testing date, and shall include a copy of the examination registration/notification. Also, proof of actually taking the examination must subsequently be supplied. Pay for examination leave shall include only the hours normally worked within the employee's normal schedule work day.

**Section 4.** An employee who requests time off for purposes of examination and in excess of the eight (8) hours provided in Section 2 herein shall be allowed to utilize vacation, personal leave, or leave without pay, at the discretion of the Employer. Such additional leave requests shall be made in accordance with the provisions of Section 3 herein.

## **ARTICLE 9 CLASSIFICATION**

**Section 1.** Nothing herein shall be construed as removing any bargaining unit employee from the classified service.

The Employer shall furnish the applicable employee and the Union with copies of job descriptions for each bargaining unit employee. Whenever a substantial change occurs in a bargaining unit employee's job description, the Employer shall provide the employee and the Union with a copy of the new job description.

**Section 2.** No employee shall be regularly assigned duties that do not properly coincide with the employee's classification. If an employee has reason to believe that they are performing duties that conflict with their current classification, the affected employee may have his/her position audited for reclassification upon request to the Director/designee. Within thirty (30) calendar days of such request, the Personnel

Officer/designee shall request from the employee any additional necessary information, which will be provided within five (5) working days. Within thirty (30) calendar days of receipt of the information, the Human Resources Administrator/designee shall determine if the employee's position should be reclassified, and submit a written recommendation to the Director. The Director shall have fourteen (14) calendar days to review the information and determine whether a reclassification is appropriate.

**Section 3.** Employees reclassified to a higher-rated position shall receive the rate for the higher classification that grants an increase, or retain their existing rate of pay, whichever is greater. Any increase shall be effective on the date the employee submitted an audit request to the Director or designee.

**Section 4.** If it is determined that the employee shall be classified to a lower-rated position, the position shall be reclassified and the employee shall receive pay in the lower range equal to the same percentage the employee has progressed through their current pay range, according to the schedules listed under Article 39, Section 2. For example, if the employee is 50% through their current range, they will be placed at the rate that would equate to 50% through the range assigned to the lower-rated position. The new pay will be effective following the completion of the audit process.

**Section 5.** The Union shall be informed of any job reclassification that results from a job audit. Grievances filed pursuant to this article shall be submitted to final and binding arbitration at the request of the Union, in accordance with Section 4 of Article 23.

**Section 6.** Audit determinations shall be based upon existing state classification specifications unless those specifications have been modified by the Employer.

**Section 7.** The Agency reserves the right to make changes in job classification specifications; however, the employer shall meet with the Union to discuss such specification revisions prior to implementing the changes. In the event the changes addressed herein are substantial, the Union reserves the right to request negotiations on pay range assignment, and substantial change shall not be deemed to include technological changes and/or upgrades.

## **ARTICLE 10 PROBATIONARY PERIODS**

**Section 1.** Every newly hired full time employee will be required to successfully complete an initial probationary period. The initial probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of not less than one hundred eighty (180) days. Initial probationary periods may be extended for up to ninety (90) additional calendar days at the discretion of the Employer. Any such extension shall be reduced to writing with notice to the affected employee and the Local Union President. A newly hired (initial) probationary employee may be terminated from employment (probationary removal) at any time during the initial probationary period, and any extensions thereof, and shall have no appeal rights over such removal. An employee shall have his/her probationary period extended by the number of days he/she is absent during the probationary period.

**Section 2.** A newly promoted employee shall serve a (promotional) probationary period which shall begin on the first day on which the employee receives compensation from the Employer for the new duties as assigned and shall continue for a period of not less than one hundred eighty (180) days. Promotional probationary periods, for purposes of this article, shall also apply to any lateral classification change (i.e., movement to another classification within the same pay grade), and any lateral transfer to another position within the same classification. Promotional probationary periods may be extended for up to ninety (90) additional calendar days at the discretion of the Employer, and with written notice to the affected employee and the Local Union President. A promoted (inclusive of lateral classification changes and lateral transfers) employee who does not meet acceptable performance levels may be returned to a position within his/her former classification (probationary reduction) at any time during his/her promotional probationary period, and any extensions thereof, and without any appeal.

Should the former classification no longer exist or no longer be utilized, the employee will be placed into any vacant position for which he/she qualifies or shall be subject to layoff and may exercise any displacement rights in accordance with the provisions of Article 22 herein.

**Section 3.** Probationary employees shall be evaluated not less than the mid-point (ninety (90) calendar days) and the end of their probationary period (one hundred eighty (180) calendar days and any extension thereof).

## **ARTICLE 11 PERFORMANCE EVALUATION**

**Section 1.** The purpose of a performance evaluation is to identify, for the employee's and the Employer's benefit, the level of performance and strengths and weaknesses. Upon completion of an evaluation form by the appropriate supervisor, said supervisor shall discuss the evaluation with the employee. Following this performance evaluation discussion, the employee will be required to sign the evaluation form and shall be provided with a copy. The employee's signature on any performance evaluation will be viewed by both parties only as a representation that he/she reviewed the evaluation and received a copy. It shall not be viewed as a representation that he/she concurred with any of the data contained therein. Refusal of the employee to sign the evaluation form shall constitute a waiver of the employee's right to a review by the Director.

**Section 2.** If an employee should disagree with the evaluation or a portion of the evaluation completed by the supervisor, the employee may submit a written rebuttal to the supervisor no later than five (5) days after the performance evaluation meeting.

Such written rebuttal shall be reviewed by the supervisory employee who completed the evaluation and conducted the evaluation discussions. Based on the written rebuttal, the supervisor may modify the evaluation and advise the employee regarding the changes by providing a copy of the evaluation as modified. If the employee is still in disagreement with the evaluation or a portion of the evaluation, the employee may request in writing that the Director review the evaluation and written rebuttal. The Director may modify the evaluation if it is determined that modification is appropriate.

**ARTICLE 12  
EXPENSE REIMBURSEMENT**

**Section 1.** The Employer agrees to provide to those employees who will be out of the county overnight with prior approval on agency business a maximum of thirty dollars (\$30.00) (breakfast - six dollars [\$6.00] maximum; lunch - nine dollars [\$9.00] maximum; dinner - fifteen dollars [\$15.00] maximum), in accordance with policy for meals. The Employer agrees to pay the full amount of lodging expenses by an employee while on approved travel outside of Huron County. Lodging expenses shall be subject to accommodations reserved by the Employer. Notwithstanding the above, lunch will be reimbursed whenever an employee is required to attend an out of county training, seminar or conference which extends over the lunch period (11:30 a.m. - 1:30 p.m.). Receipts shall be required to verify actual expenses, in accordance with policy for meals.

**Section 2.** The Employer shall promulgate rules and/or procedures governing the proofs required for reimbursement of expenses including "Hot-Line" on-call pay. Expenses excluding hot-line pay for each pay period shall be reported by the employee at the end of the pay period in which such expenses occur and shall be made on a separate check to be paid monthly.

**Section 3.** The employees required to use their automobile in the performance of their duties shall be reimbursed for such actual mileage at the current IRS rate.

**ARTICLE 13  
EMPLOYEE OUTREACH PROGRAM**

**Section 1.** Employees are subject to the Employer's Drug-Free Workplace policy to be administered subject to the rights and protections afforded under the collective bargaining agreement.

**Section 2.** The Employer is responsible for the following:

Any and all costs associated with the SAP (Substance Abuse Professionals), Employees Assistance Program (EAP) or substance abuse rehabilitation programs, evaluation, initial testing and follow-up tests, and recommended treatment programs determined through voluntary rehabilitation.

**ARTICLE 14  
REPORT AND CALL-IN PAY**

**Section 1.** An employee who reports for work at the regular starting time in accordance with his/her work schedule, and has not been advised by the Employer not to so report, shall be guaranteed at least four (4) hours work at the applicable rate of pay. This section shall not apply to inclement weather or emergency closing as provided by Article 32 herein.

**Section 2.** If an employee is called in by the Employer to report for work outside of his/her normal tour of duty, he/she shall be guaranteed at least four (4) hours work at the applicable rate of pay.

**Section 3.** If an employee is required to work by the Employer beyond his/her regular shift, or is called in to work earlier than the normal starting time of his/her regular work shift, the employee shall be paid for the time actually worked at the applicable rate of pay.

**Section 4.** For purposes of this Article, flexible work hours shall be considered a "normal tour of duty" or a "regular work shift," and shall not result in any premium pay.

## **ARTICLE 15 SENIORITY**

**Section 1.** For the purposes of this Agreement, seniority shall be defined as follows:

- A. Agency Seniority – Total service, employee's last date of hire, within the Huron County Department of Job and Family Services.
- B. Prior Public Service Seniority – Original date of hire with any Ohio Public service or government agency for longevity and vacation.
- C. Seniority Credit – The total number of pay periods that an employee has the right to return to a bargaining unit position, including periods of absence resulting from suspension, leaves of absence (paid and unpaid), disability leave, worker's compensation leave and layoff.

**Section 2.** Continuous service will be interrupted only by resignation, discharge for just cause, permanent disability, failure to return from a leave of absence or failure to respond to a recall from layoff.

**Section 3.** In cases where two (2) employees have the same seniority date, seniority shall be determined by the last four (4) digits of the employee's social security numbers, with the highest number having the highest seniority.

**Section 4.** Within thirty (30) days of anniversary date of this Agreement, the Employer shall prepare an annual seniority roster of all bargaining unit employees in descending order of agency seniority. The list will include last date of hire with the Huron County Department of Job & Family Services, employee's name, classification and prior public service.

**Section 5.** Once the seniority list is posted, bargaining unit employees shall have thirty (30) calendar days in which to submit a written challenge to the information contained therein. Corrections shall be made when it is proved that any employee is placed in the wrong position on the list. After thirty (30) days, the list shall be considered final.

**ARTICLE 16**  
**VACANCIES, PROMOTIONS AND TRANSFERS**

**Section 1.** The Employer retains the right to assign and transfer employees consistent with its statutory authority and the provisions of Article 4 herein.

**Section 2.** Whenever the Employer determines to fill a bargaining unit position, a notice of such vacancy shall be posted on the Employer's bulletin board for seven (7) consecutive work days, not including the date of posting. During the posting period, employees wishing to apply for the vacant position shall do so by obtaining and submitting a written application to the Human Resources office. The Employer shall not be obligated to consider applications submitted after the seven (7) day period has expired, or which do not meet the minimum job-related qualifications for the job.

Following the review of submitted applications, interviews will be scheduled within five (5) work days following the end of the posting period.

The Union shall receive copies of all bargaining unit job positions of the date of the postings. All job descriptions shall contain the following information:

- 2) Job classification;
- 3) Description of the job;
- 4) Rate of pay; and
- 5) Minimum qualifications for the position.

**Section 3.** The position will be awarded to the most qualified applicant. Every qualified applicant for the vacant position will be considered upon the following criteria:

- A. Work Experience
  1. Internal
  2. External
- B. Education
  1. Related Coursework
  2. Related Training
- C. Knowledge, Skills And Abilities
- D. Interview of Applicants
- E. Personal References Or Performance Evaluations
- F. Attaining A Passing Score On Any Applicable Examination
- G. Seniority

All criteria will be considered equally important. Each applicant will be considered based upon the above criteria to determine which applicant is best qualified to perform the duties of the position. If two (2) or more employees seeking promotion are considered

substantially equal, first consideration will be given to the employee with the most seniority. If two (2) or more internal applicants are considered substantially equal, first consideration will normally be given to the employee seeking a promotion. If two (2) or more non-promotional applicants are considered substantially equal, consideration will normally be given to the internal applicant seeking a lateral transfer (movement from one [1] position in a classification to another position in the classification) along with operational needs and work load requirements. Notwithstanding the provisions above, transfers and reassignments will be awarded only when determined to be in the best interests of the agency.

If there are two (2) or fewer qualified applicants, the Employer shall be free to advertise for applicants from any source.

**Section 4.** All applications timely filed shall be reviewed by the Employer and the job shall be awarded within thirty (30) days. After the position is awarded, the name of the individual selected shall be posted or a notice shall be posted that no one was selected. The employee shall be paid the rate of the awarded position after thirty (30) days.

**Section 5.** An employee who is awarded a position as a result of a job posting may not bid on another position for a period of twelve (12) months from the date he assumes the new position. No employee who is currently serving a probationary period may bid or be considered for any vacancy or vacant position.

**Section 6.** Should an employee fail to qualify during his/her non-initial probationary period for a position acquired through job posting or voluntary request, he/she shall be returned to his/her former position if such position is vacant, or to any vacant position for which he/she qualifies.

**Section 7.** Whenever the Employer has made a temporary appointment to a non-entry level bargaining unit classification which it subsequently determines to fill permanently, the Employer will post the position as a vacancy. If no existing bargaining unit employee(s) applies and/or is qualified for the position, the temporary appointment may be made permanent at the discretion of the Employer. "Entry level position," for purposes of this section, shall mean pay range A or any pay range where there are no existing bargaining unit employees in any lower pay range.

## **ARTICLE 17 TRANSFERS/TEMPORARY PAY**

**Section 1.** Employees assigned to work in a higher classification for a period of fourteen (14) or more calendar days, shall receive the rate of pay of the higher classification, that grants an increase, for all hours spent in the higher classification.

**Section 2.** The pay for working in the higher classification will be paid to the employee in the first pay period following the temporary assignment.

**Section 3.** In no event shall a bargaining unit employee be paid at a rate less than his/her classification.

**ARTICLE 18  
BULLETIN BOARDS**

**Section 1.** The Employer agrees to provide bulletin board space in an agreed upon area of the facility for use by the Union only.

**Section 2.** All Union notices that appear on the bulletin boards shall be posted and removed by the highest ranking Union official in the bargaining unit during non-work times and shall be related to items of interest to the members. Union notices relating to the following matters may be posted without receiving the Employer's prior approval:

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

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

- A. Personal attacks upon any other member or any other employees;
- B. Scandalous, scurrilous or derogatory attacks upon the administration or county officials;
- C. Attacks on any other employee organization;
- D. Attacks on and/or favorable comments regarding a candidate for public or Union office, or for office in another employee organization.

**Section 3.** The Employer will allow the Union to utilize the Agency's E-Mail system to notify employees of the days and times of Union meetings. All other Union matters and information will continue to be posted.

## **ARTICLE 19 HEALTH AND SAFETY**

**Section 1.** The Employer will provide safe, healthy working conditions for all bargaining unit employees in accordance with applicable laws and regulations.

**Section 2.** All bargaining unit members will report any unsafe and/or unhealthy working conditions to their immediate supervisor and to the joint Health and Safety Committee, made up of equal size representation. The Health and Safety Committee will meet quarterly.

**Section 3.** The Employer agrees to furnish, to the maximum extent possible, and maintain in safe working condition all tools, facilities, supplies, and equipment required to satisfactorily carry out the duties of each position. Employees are responsible for reporting any unsafe conditions or practices and for properly using and caring for the tools and equipment furnished by the Employer.

**Section 4.** The Employer shall provide an adequate amount of first aid supplies to be utilized in case of injury or accident. Members of the bargaining unit will be informed by the Employer as to the procedure of obtaining first aid.

**Section 5.** The Employer shall, whenever possible, provide employees with information on communicable diseases to which he/she may have routine workplace exposure. Such information shall include advice on any known precautions that may be utilized by employees and/or specific medical treatment that may be available.

**Section 6.** The Employer, whenever possible, shall provide available information regarding the ingredients contained in cleaning solutions, pesticides, or other substances that may be utilized in the cleaning and/or maintenance of the building.

**Section 7.** Should an employee or the Union seek remedy before any other agency on a safety or health complaint, neither party shall be eligible to have a grievance heard before an arbitrator under the terms of this agreement on the same or a similar matter.

## **ARTICLE 20 WORK RULES**

**Section 1.** The Union recognizes that the Employer or his designee(s), in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures and directives, consistent with statutory authority to regulate the personal conduct of employees when on the job, and the conduct of the Employer's services and programs.

**Section 2.** The parties recognize that it is the philosophy of the Employer that, to the extent possible, employees will be put on notice, in writing and in advance of any alleged violations, of the conduct expected of them by the Employer. The parties further understand that it is the interest of the Employer to protect the rights of all employees of the Employer. Therefore, the Employer will promulgate certain written work rules in an

attempt to establish standards of personal conduct that must be maintained in order to protect every employee's rights, while effectively carrying out the Employer's programs and effectively operating the Agency.

**Section 3.** It is agreed that, when the Employer has determined that written work rules are necessary, the Employer will distribute a copy to each employee and the Union. Copies of newly established written work rules, verbal work rules or amendments to existing written work rules, will be furnished to the Union. Upon request, written and verbal work rules shall be discussed with representatives of the Union.

**Section 4.** It is the Employer's intention that work rules, policies, and directives are to be interpreted and applied uniformly to all employees under similar circumstances. However, the reasonableness or uniformity of the application may be challenged through the grievance procedure.

**Section 5.** This section shall not be interpreted in any manner to relieve an employee of his/her responsibility to follow the established rules and procedures of good conduct, whether or not such rules and procedures have been reduced to writing.

**Section 6.** It is understood that this article does not relieve any employee from following the Employer's instructions or orders in the normal course of work. Failure to follow such instructions and orders shall be grounds for disciplinary action. The Union has the right to contest any instructions or orders through the grievance procedure which may be in violation of this agreement.

## **ARTICLE 21 CORRECTIVE ACTION**

**Section 1.** No employee shall be reduced in pay or position, suspended, discharged, or removed except for just cause.

**Section 2.** Except in instances where the employee is found guilty of gross misconduct or serious misconduct, discipline will be applied in a corrective and progressive manner in accordance with the Employer's policy. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

**Section 3.** Whenever the Employer and/or his designee determines that there may be cause for an employee to be disciplined (suspended, reduced, or discharged), a pre-disciplinary conference procedure shall be established by the Employer. Notice of any pre-disciplinary conference shall be in writing and shall include the alleged charges of misconduct and the date of the conference. The affected employee may elect to have a representative of the Union present at any such pre-disciplinary conference. An affected employee or his representative may make a written request for a continuance of up to forty-eight (48) hours, and such continuance will not be unreasonably denied. Continuances of longer than forty-eight (48) hours may be arranged by mutual written agreement of the parties. An individual designated by the Employer shall conduct the conference. The affected employee and/or Union representative shall be given the opportunity to offer an explanation and refute or rebut the charges as applicable. An

employee may also elect in writing to waive the opportunity to a pre-disciplinary conference. It shall be the responsibility of the affected employee to notify the Union of any pre-disciplinary conference and/or resulting disciplinary action. In cases of alleged misconduct which may also involve related criminal investigation and/or charges, the Employer, at its discretion, may delay the pre-disciplinary conference until after the determination of or disposition of any criminal charges.

**Section 4.** The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

**Section 5.** For purposes of progressive discipline, all records of disciplinary action shall cease to have force and effect after their effective date, providing there are no intervening disciplinary actions taken during that period, as follows

Verbal and written reprimands	12 months
Suspensions	24 months

**Section 6.** The provisions set forth above shall not apply to probationary reduction (promotional) nor probationary removals (initial), which are addressed under Article 10 herein.

## **ARTICLE 22 LAYOFF AND RECALL**

**Section 1.** Whenever the Employer determines that a layoff is necessary in any classification, the Employer shall notify the Union thirty (30) days prior to the layoff. Notification to the Union shall occur prior to notification to affected employees, and upon request, the parties will meet to discuss possible alternatives and the impact of any such layoff. The Employer shall also notify the affected employees in writing, either hand-delivered or postmarked by certified mail, at least fourteen (14) days in advance of the date of layoff or job abolishment. Written notice of layoff will indicate the circumstances that made the layoff necessary.

**Section 2.** Employees in affected job groupings shall be laid off based on agency seniority, with the least senior employee(s) being laid off first.

Whenever it becomes necessary to lay off employees in a job grouping, they will be placed on layoff in the following order: temporary, intermittent, seasonal, part-time, and full-time employees. Probationary employees are placed on layoff before regular employees and part-time employees before full-time in each category.

**Section 3.** Permanent, full-time bargaining unit employees who are placed on layoff may apply their agency seniority (total service with the Department) to displace an employee with less agency seniority in the following order:

1. Within the same grouping or lower grouping for which they meet minimum qualifications as outlined by the most current position description.

Where more than one (1) employee has less agency seniority than the displacing employee, the least senior employee in the affected job grouping shall be laid off (displaced).

**Section 4.** In the event an employee is laid off, he/she may request to receive payment for any earned vacation leave to be paid no later than two weeks after the request.

**Section 5.** When applicable, employees on layoff will be given a fourteen (14) calendar day notice of recall by certified mail to their last known address as shown on employee payroll records. Recall from layoff will be made in reverse order of layoff (that is, the last employee placed on layoff from a job grouping classification shall be the first to be recalled). Employees who refuse recall to a job grouping from which they have been laid off shall lose seniority and recall rights. Employees who fail to return to work within three (3) days of the date of recall shall lose seniority and re-employment rights.

**Section 6.** No new employees shall be hired into, or a vacant position posted, in any job grouping in which employees are laid off until such time as all laid off employees in the affected job grouping have been offered the opportunity for recall.

**Section 7.** Laid off employees shall retain recall rights for a period of twenty-four (24) months from the date of layoff. Any employee who refuses a recall to a position in his/her job grouping shall be removed from the recall list.

**Section 8.** If an employee exercises his/her seniority rights to displace an employee with lower seniority within any job grouping, and the position to which the employee bumps is of a lower job grouping, the employee shall retain his/her rate of pay, except that if such rate is greater than the highest rate currently paid for the job grouping to which the employee bumps, his/her pay shall be reduced to that rate of pay.

## **ARTICLE 23 GRIEVANCE PROCEDURE**

**Section 1.** The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard and answered, and that appropriate action is taken to correct a particular situation. Punitive action shall not be taken against any employee for submitting a grievance in good faith.

**Section 2.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement, nor those matters that are controlled by resolutions of the Huron County Commissioners, or by the provisions of Federal and/or State laws, and/or by the United States or Ohio Constitutions.

**Section 3.** All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step, except for grievances involving suspension, which shall be introduced at Step 2 of the grievance procedure.

A grievance may be brought by any member of the bargaining unit. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member in the same manner, one member selected by such group shall process the grievance. Where all members affected do not work in the same division, said group grievance shall be initiated at Step 3 of the grievance procedure.

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

Any grievance not answered by Management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Time limits on grievances may be waived upon mutual consent of the parties.

Written grievances must contain the following information to be considered:

- A. Aggrieved employee's name and signature;
- B. Aggrieved employee's classification;
- C. Date grievance was first discussed;
- D. Date grievance was filed in writing;
- E. Supervisor's name with whom grievance was discussed;
- F. Date and time grievance occurred;
- G. Where grievance occurred;
- H. Description of incident giving rise to grievance;
- I. Articles and sections of agreement violated;
- J. Resolution requested.

**Section 4.** In order for an alleged grievance to receive consideration, the grievance must be presented within ten (10) days after the occurrence of the incident giving rise to the grievance.

"Day," unless otherwise indicated in the grievance procedure and arbitration section, means calendar day.

The following steps shall be followed in the processing of a grievance unless a department head is the employee's "immediate supervisor". Such grievances will be processed at Step 2 of the grievance procedure.

**Step 1.** If an employee or the Union believes a contractual violation has occurred the employee/steward may process a grievance at Step 1 of the procedure within ten (10) days of the incident or occurrence giving rise to the grievance, using the form jointly developed by the parties. It shall be the responsibility of the immediate supervisor to investigate and provide a solution or appropriate written explanation within seven (7) days following the day on which the immediate supervisor was presented the grievance. The employee shall be permitted one (1) Union steward representative at this step of the procedure. If the employee desires, in the absences of the steward, the Union president, if employed by the Department of Job & Family Services, may represent an employee at Step 1 of the procedure.

**Step 2.** If the employee and the immediate supervisor are unable to resolve the grievance at Step 1, the employee may process the grievance to Step 2 of the procedure. The grievant must present the alleged grievance to the Department Head within seven (7) days following the reply at Step 1. It shall be the responsibility of the Department Head to investigate and provide a solution or appropriate written explanation within seven (7) days following the day on which the Department Head was presented the grievance. The employee shall be permitted one (1) Union steward representative at this step of the procedure. If the employee desires, in the absence of the steward, the local Union president, if employed by the Department of Job & Family Services, may represent an employee at this step of the procedure.

**Step 3.** The employee, with his/her Union representative if the grievant desires, may take up a grievance with the Director within seven (7) days after receiving the Step 2 reply. The Director shall have seven (7) days in which to schedule a meeting with the aggrieved employee and his representative. The Director shall investigate and attempt to adjust the matter and shall respond to the grievant and/or Union representative within seven (7) days following the meeting.

**Step 4.** If the grievance is not satisfactorily resolved at Step 3, it may be submitted to final and binding arbitration upon request of the Union, in accordance with this section of this article.

The Union, based on the facts presented, has the right to decide whether or not to arbitrate a grievance. The right of the Union or the Employer to request arbitration over an unadjusted grievance is limited to a period of ten (10) calendar days from the date final action was taken, not to include the day the answer was given on such grievance under Step 4 in the grievance procedure, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

The Union may request specific documentation or papers reasonably available from the Employer and relevant to the grievance under consideration. Such request shall not be unreasonably denied, and the Employer shall not be required to compile nor compute specific information or data.

- A. Upon receipt of a notice to arbitrate, the Employer and the Union shall jointly request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall attempt to agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list of arbitrators. Upon receipt of the list of seven (7) arbitrators, the parties shall meet or confer to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method in selecting the arbitrator from the names on the list. The party moving the grievance shall strike first. Should either party not approve the entire list provided by the FMCS, it may reject said list and request a new one in its place.

Up to four (4) such lists may be thus rejected by either or both parties. Upon the written request of either party, at least twenty (20) days prior to the date of the arbitration, each party will provide within ten (10) days thereafter a list of witnesses it intends to call and a list of documents it intends to submit relative to its case in chief. Should either party find it necessary to call additional witnesses and/or submit additional documents (relative to its case in chief) said party shall notify the other party of such witness(es) and/or documentation prior to the commencement of the arbitration hearing. The arbitrator, thus selected, shall hear the submitted grievance and conduct the hearing in accordance with the FMCS Rules for Voluntary Labor Arbitration. The arbitrator shall not add to, subtract from, modify, change or alter any provisions of this agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper with 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 submitted to him or to submit observations or declarations of opinion that are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not recommend any new or different wage rates be established that were not negotiated as part of this agreement. In the event of a monetary award, the arbitrator shall not recommend retroactive settlement beyond the date of the incident giving rise to the grievance provided the grievance is timely filed.

- B. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of the arbitrability, the grievance will be heard on its merits before the same arbitrator.
- C. The decision of the arbitrator resulting from any arbitration of grievances hereunder shall be in writing and sent to the Employer, the Union representative, and the grievant. The decision of the arbitrator shall be final and binding upon the parties, and the arbitrator shall be requested to issue his decision within thirty (30) days of the conclusion of the hearing.

D. The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, and rent, if any, for the hearing rooms shall be borne by the losing party. The expense of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court report shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript. Any bargaining unit members whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during his/her normally scheduled working hours on the day of the hearing.

**Section 5.** When an employee covered by this agreement represents himself in a grievance, no settlement shall be in conflict with any provision of this agreement. An employee choosing to represent himself may choose one (1) other employee to accompany him in Steps 1 through 4 of the procedure.

**Section 6.** The Employer and the Union will develop jointly a grievance form which shall provide the information as outlined in Section 1. The Union shall have responsibility for the duplication, distribution, and their own accounting of the grievance forms.

**Section 7.** Grievance hearings will be scheduled by mutual agreement of both parties. Grievance hearings shall be scheduled during a grievant's regular duty hours, as much as is practicable. Should a grievance hearing be conducted during a grievant's regular duty hours, the grievant and his Union representative, if the employee so chooses, shall not suffer any loss of pay while attending said meeting.

## **ARTICLE 24 SICK LEAVE**

**Section 1. Crediting of Sick Leave.** Sick leave shall be earned at the rate of 3.104 hours for each eighty (80) hours (.0388 hours per hour) in active pay status, including regular hours worked, paid vacation, holidays, bereavement, personal leave, paid sick leave and compensatory time. Unused sick leave shall accumulate without limit.

**Section 2. Retention of Sick Leave.** An employee who transfers from another Huron County agency or another county department of job and family services shall retain credit for any sick leave earned and unused, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave.

Such previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment with the Employer, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

**Section 3. Expiration of Sick Leave.** If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a leave without pay.

**Section 4. Charging of Sick Leave.** Sick leave shall be charged in minimum units of one-half (½) hour. An employee shall be charged for sick leave only for time which he otherwise would have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

**Section 5. Evidence Required for Sick Leave Usage.** The Employer shall require an employee to furnish a standard written statement to justify the use of sick leave. Falsification of either a written statement or a physician's certificate may be grounds for disciplinary action, including dismissal.

**Section 6. Notification by Employee.** When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person at least fifteen (15) minutes prior to the time he is scheduled to report to work on each day of absence and not later than fifteen (15) minutes after, unless other arrangements are made with the employee's supervisor. When reporting off sick, the employee must advise his immediate supervisor of the nature of the illness, the effects it is having on him, and whether he plans to contact a physician in reference to this illness. Any employee reporting off sick should identify the person they talk to when calling in sick. Any employee receiving a call from another employee in reference to being sick must advise the immediate supervisor. When call off is made to someone other than the immediate supervisor, the employee reporting off may later be contacted by the immediate supervisor or department head to discuss the reasons for absences as set forth herein.

**Section 7. Abuse of Sick Leave.** Employees failing to comply with sick leave rules and regulations shall not be paid. Improper application for sick leave, or application with intent to defraud, will result in dismissal and refund of salary or wage paid. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges. Excessive and/or patterned use of sick leave/absence may be just cause for discipline.

**Section 8. Physician's Statement.** In addition to the provisions of Section 5, when an employee is off work for a period exceeding twenty four (24) consecutive work hours for an injury or disability, whether job-related or not, the employee must provide the Employer with a physician's/licensed medical practitioner statement indicating the nature of the illness/injury along with a release that the employee is able to perform the essential functions of his/her job. An employee must make an effective return to work before an additional twenty four (24) work hours may begin. When sick leave is requested to care for a member of the employee's immediate family, the Employer may require a physician's/licensed medical practitioner statement to the effect that the presence of the employee is necessary to care for the ill person.

- A. If professional medical attention is required by the employee or member of the employee's immediate family, a certificate from a licensed physician/licensed medical practitioner stating the nature of the condition shall be required to justify the use of sick leave.
- B. Falsification of a physician's certificate is grounds for disciplinary action which may include dismissal.

**Section 9. Physical Examination.** The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the physical or mental capability to perform the essential functions of his position. If found not qualified, the employee may be placed on a job he or she can perform, or on sick leave, or any other paid or unpaid leave, or may be disability separated as delineated in OAC 123:1-33-02 and 03. The cost of such examinations shall be paid by the Employer.

**Section 10. Use of Sick Leave.** Sick leave may be granted to an employee upon authorization of the Employer for the following reasons:

- A. Illness or injury of the employee or a member of his immediate family, wherein the Employee's presence is required;
- B. Death of a member of his immediate family (sick leave usage limited to a maximum of five [5] working days);
- C. Medical, dental or optical examination or treatment of employee or a member of his immediate family which requires the employee;

D. Exposure to a contagious disease (if a member of the immediate family is affected with a contagious disease or require the care and attendance of the employee or if, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of another);

E. Pregnancy and/or childbirth and other conditions related thereto.

**Section 11. Definition of Immediate Family.** For the purpose of this agreement, the immediate family is defined as follows: grandparent, grandparent-in-law, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, legal guardian or other person who stands in place of a parent (loco parentis).

**Section 12. Catastrophic Leave Bank.** Employees may avail themselves of the County's Catastrophic Leave Bank Plan, according to the rules and policies established by the County.

## **ARTICLE 25 SICK LEAVE CONVERSION**

**Section 1.** Employees at the time of formal retirement under the Public Employees Retirement System (PERS) shall be paid one-quarter (1/4) of the value of their earned but unused sick leave credit. The maximum of such payment, however, shall be for three hundred sixty (360) hours.

**Section 2.** To qualify for such payment, the employee shall have had, prior to the date of formal retirement, five (5) or more years of service with the county, the state, or any of its political subdivisions.

**Section 3.** Such payment shall be based on the employee's hourly rate of pay at the time of retirement. Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

**Section 4.** In the event of an employee's death, the Employer will pay the estate or beneficiary the earned but unused sick leave per the formulas in Section 1 and 3 of this article.

## **ARTICLE 26 COURT LEAVE**

**Section 1.** The Employer shall grant full pay when an employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received for court or jury duty, if performed during normal working hours, shall be paid to the Employer. An employee released from court or jury duty prior to the end of his scheduled work day shall report to work for the remaining hours.

**Section 2.** Employees will honor any subpoena issued to them including those for workers' compensation, arbitration, unemployment compensation, and Board of Review hearings.

**Section 3.** It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay, vacation or compensatory times.

## **ARTICLE 27 UNION LEAVE**

**Section 1.** The Employer agrees to allow two (2) employees three (3) administrative leave days each per year to attend the Union's biennial convention or the biennial President's Conference, or union trainings.

**Section 2.** As soon as the dates for these events are fixed each year, the Union will notify the Employer of the dates so that arrangements can be made to cover the workload of the Employer and/or other arrangements to give the affected employee the time off to attend the function, whenever possible.

**Section 3.** The Employer, at its discretion, may deny the leave should the Employer believe that current work loads will not accommodate the employee's absence. Such discretion will not be applied arbitrarily or unreasonably.

## **ARTICLE 28 LEAVE WITHOUT PAY**

**Section 1. Types of Leave.** When appropriate, employees shall be granted the following types of leaves of absence in accordance with the Ohio Revised Code, and appropriate rules of the Department of Administrative Services: uniformed service leave, unpaid leave, Family/Medical leave and disability leave.

**Section 2. Authorization for Leave.** The authorization of a leave of absence without pay (as described under OAC 123:1-34-01) is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted, and is within the limitations of the appropriate DJFS rules, Ohio Revised Code, Ohio Administrative Code, Personnel Procedure Manual, and terms of this agreement where applicable.

A leave of absence shall be requested and authorized on a form designated by the Employer.

**Section 3. Reinstatement from Leave.** Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis. An employee may contact the Employer prior to the expiration of said leave, and be granted a reasonable extension for a justifiable cause.

An employee may return to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence, and does not submit a resignation, the employee will be considered absent without leave and shall be subject to immediate termination.

**Section 4. Vacation Credit.** An employee on leave of absence without pay does not earn vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

**Section 5. Abuse of Leave.** If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the appointing authority may cancel the leave and direct the employee to report for work by giving written notice to the employee.

## **ARTICLE 29 BEREAVEMENT**

**Section 1.** At the beginning of each contract year (July), each employee will be entitled to up to twenty four (24) hours of bereavement leave with pay at the regular rate, for the death of any five (5) separate individuals, to be named by the employee or for any funeral the employee desires to attend. Where extenuating circumstances exist, an employee may request up to five (5) additional days, in accordance with Article 24, Sick Leave, and subject to the approval of the Director. Extensions may be subject to verification.

**Section 2.** At the End of each contract year, any unused bereavement leave will be eradicated.

## **ARTICLE 30 PERSONAL LEAVE**

**Section 1. Crediting of Personal Time.** Upon the beginning of each contractual year, employees shall receive thirty-six (36) hours of personal time.

**Section 2. Notification by Employee.** When an employee wishes to use less than eight (8) hours of personal time, he/she shall request such time at least twenty-four (24) hours in advance. Personal time requests of eight (8) hours or more shall require at

least forty-eight (48) hours advance notice. In the event of an emergency or extenuating circumstances, the advance notice requirement may be waived by the supervisor and as approved by the Director/designee. Requests in cases of emergent or extenuating circumstances shall not be unreasonably denied.

**Section 3. Charging of Personal Time.** Personal time may be taken in increments of one half (1/2) hour.

**Section 4. Accrual of Personal Time.** Personal time shall be credited at the beginning of each contract year (July 1). Personal leave not utilized during the contact year will be paid, not to exceed sixteen (16) hours, in the pay check which includes June 30.

**Section 5. New Hires.** No personal time may be used by initial new hires during probation.

### **ARTICLE 31 PERSONNEL FILES**

**Section 1.** It is recognized by the parties that the Employer may prescribe regulations for the custody, use, and preservation of the records, papers, books, documents, and property pertaining to the Employer or his/her employees. However, to the extent that any records, papers, or other documents covering members of the bargaining unit are not legitimately considered unavailable to review by such members, employees shall have access to their individual personnel files for review during normal business hours. Any employee wishing to examine his/her personnel files shall make prior request to do so and receive approval of the Employer or his/her designated representative. The employee may be accompanied by a Union representative.

**Section 2.** For the duration of this agreement, and any extensions hereof, if an employee, upon reviewing his/her personnel file, disputes the accuracy in those documents to which he/she has access, the employee may request the Employer in writing to investigate the disputed information. The Employer shall, within a reasonable time after receiving the request from the employee, make a reasonable investigation of the disputed information, and shall notify the employee of the results of the investigation and the action he/she plans to take with respect to the disputed information. The Employer shall remove from the personnel file any information that cannot be verified or that is found to be inaccurate.

**Section 3.** If, after such determination the employee is not satisfied, he/she may write a brief statement of his/her position on the disputed information and such statement shall be attached to the file. In any subsequent transfer, report or dissemination of the disputed information which includes a statement by the employee, the Employer may include a written statement that he/she has reasonable grounds to believe that the dispute is frivolous or irrelevant and the reasons for this belief.

**Section 4.** This article is written in accordance with Chapter 1347 of the Ohio Revised Code and O.R.C. Section 149.43 shall be amended so as to comply with any future amendments or rule adopted and promulgated with respect to the above-mentioned Chapter. Any such amendments mandated by law upon the County shall be made a part of this article. Additionally, the parties recognize the requirement to comply with public records statutes as applicable.

**ARTICLE 32  
INCLEMENT WEATHER**

- A. The Department may be officially closed by the Director. Should the Department close, the procedure located in the Personnel Policy Manual will be followed. If the county is closed by the County Commissioner's Office, employees will not have to report to work unless required to by the Department.
- B. Whenever the Department is officially closed due to weather or other emergency conditions, employees will be paid for those hours they were scheduled to work, at their normal rate of pay. Such paid hours shall not be computed as hours in active pay status for the purpose of computing overtime.
- C. Employees not scheduled to work (i.e., sick leave, vacation, leave of absence) are not entitled to pay for the hours the Department is closed due to weather or other emergency conditions.
- D. Upon request of the employee and the approval of the Director, absences due to weather conditions when the Department is not officially closed may be charged to available vacation, personal, or unpaid leave.
- E. Employees required to work by the Employer on a day on which the Department and/or the county has been closed due to weather or emergency conditions shall be compensated at time and one-half for all hours worked, or shall be granted compensation in the form of time off, at time and one-half, at the discretion of the Director. It is understood that compensation may be in the form of time off, where such time worked does not exceed forty (40) hours in one (1) week's work.

**ARTICLE 33  
HOURS OF WORK AND OVERTIME**

**Section 1.** The normal work week for all employees covered by the terms of this agreement shall be forty (40) hours, exclusive of the time allotted for meal periods, and shall commence at 12:01 a.m. on Sunday of each calendar week, and end at 12:00 midnight the following Saturday. The Employer shall establish the work hours and may establish flexible work hours. Work hours shall be adjusted for pre-scheduled appointment(s) and extended hours (during the work week, Monday-Friday) before and after core hours (core hours being 8:00 a.m. to 4:30 p.m.), to cover work needs within the forty (40) hour work week and as approved by the supervisor. Any permanent

change in established flexible hours by the Employer shall be submitted to the Union seventy-two (72) hours in advance of such change.

**Section 2.** The parties recognize that the Employer may utilize a flexible work schedule within the typical work week described in this section, in order to allow an employee to take time off at straight time pay in a work week where the employee has worked overtime on a given day or days, at the discretion of the employee, but subject to workload demands and subject to the provisions of this section. When an employee is required by the Employer to actually work more than forty (40) hours in one (1) work week, compensation shall be at one and one-half (1 ½) times his/her regular rate of pay for such hours worked in excess of forty (40). "Active pay status", as used herein, is defined as actual hours worked holidays, vacation and bereavement leave.

**Section 3.** There shall be two (2), fifteen (15) minute rest periods on each regular shift each workday. This time represents actual time away from the employee's duties. The rest periods may not be used immediately before or after the meal period, at the start or end of a shift, nor may they be combined or accrued.

When employees work beyond their regular quitting time, the Employer shall provide each employee with additional rest periods, prorated at five (5) minutes after each two (2) hours worked.

**Section 4.** An employee may elect to convert up to fifty (50) hours of overtime to compensatory time off in lieu of overtime pay. Such election must be made at the time the overtime is worked and only for overtime of one (1) hour or more. Such election must be for the full incident of overtime worked (e.g. an employee cannot elect to split three [3] hours of overtime as part compensatory and part paid). A request to use compensatory time must be approved in advance. Compensatory time not used within a calendar year will be paid within the first pay period of January; therefore, employees may elect compensatory time for any overtime worked up to December 31st of any calendar year. Compensatory time may not be used in the same pay period in which it is earned and may not be used between January 1 and January 15 of any calendar year. Compensatory time may not be used during any scheduled work period in order to earn overtime, holiday pay (i.e., compensatory time cannot be requested for a designated holiday in order to receive compensatory pay in addition to holiday pay for the same day) or additional compensatory time. Compensatory time will be used concurrently with Family and Medical Leave.

Whenever the Employer determines that an economic hardship exist, the Employer may establish that overtime compensation be in the form of compensatory time, provided notice is given to the affected employees before the overtime is worked.

**Section 5.** The Employer will not routinely assign work normally performed by bargaining unit personnel to supervisory personnel in an effort to prevent bargaining unit employees from working overtime hours. Nothing in this section shall prohibit the Employer from assigning work to any available personnel during emergency situations.

**Section 6.** Effective on the beginning of the current pay period of July 1, 2001, "Hot-Line" or on-call pay for Social Services Workers will be two hundred dollars (\$200.00) per week of on-call status.

**Section 7.** The Employer shall endeavor insofar as may be reasonably practicable to make equal distribution of overtime opportunities within departmental job classifications. Whenever the Employer determines it necessary to have employees work overtime, the Employer will arrange for overtime as follows:

- A. Request the employee who is performing that work to work the overtime required when the overtime is needed;
- B. If the first employee refuses, request the employee who is qualified, who is the most senior employee within that classification and work unit, and who normally performs the duties requiring the overtime in the work unit when overtime is needed;
- C. If the first employee and second employee refuses, call the next most senior employee who is qualified within the classification and within the work unit;
- D. If the first, second and third employees refuses, call any available employees, in order of seniority within the classification and within the work unit, who are presently qualified to perform the work, without further training, and;
- E. Assign the overtime to the least senior employee in the classification and in the work unit.

**ARTICLE 34  
HOLIDAYS**

**Section 1.** Employees are entitled to the following paid holidays as provided in this section:

New Years Day	Columbus Day
Martin Luther King Day	Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	½ Day Christmas Eve
Labor Day	Christmas Day

**Section 2.** Any work performed by an employee on any one of the days listed in Section 1 shall be paid for at the rate of one and one-half (1½) times the employee's straight time hourly earnings, in addition to the holiday earnings.

**Section 3.** 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 4.** If a holiday occurs during a period of paid sick leave or vacation leave, the employee will draw normal pay and will not be charged for sick leave or vacation leave.

**Section 5.** In reference to the one-half (½) day on Christmas Eve, a half holiday is defined as four (4) hours. To be eligible for the half holiday, an employee must either work or be on approved sick leave, vacation leave, personal leave, or compensatory leave for at least four (4) hours on the date of the half holiday. Further, this half holiday shall be celebrated in the afternoon on the regularly scheduled work day (Monday through Friday) preceding Christmas Day.

**Section 6.** In addition to the holidays enumerated in Section 1 of this article, any day passed by state legislation shall be included as a holiday.

## **ARTICLE 35 VACATION**

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

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

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

Each employee of the Employer who had been employed previously by the Employer, with an interruption in his/her term of service not exceeding ten (10) years for whatever reason, shall be entitled to a credit for such prior service for purposes of computing vacation time and accumulated sick leave only.

Employees previously employed by another political subdivision may also be entitled to a prior service credit.

Prior service shall mean any service with the Employer, the state, or any political subdivision of the State of Ohio.

**Section 3.** Vacation is credited each biweekly pay period at the following rates:

<b><u>Vacation</u></b>	<b><u>Credit /Pay Period</u></b>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

**Section 4.** No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he/she has completed one (1) year of employment with the Employer.

**Section 5.** Vacations will be scheduled in accordance with workload requirements of the individual divisions.

**Section 6.** Any employee requesting vacation time shall do so on a first-come, first-served basis, making such written request to the immediate supervisor, in minimum units of one half (1/2) hour.

The Employer has the right to deny vacation requests if workload requirements so mandate.

The Employer will notify employees requesting vacation on a first-come, first-served basis within two (2) working days of their request if it is approved or denied.

**Section 7.** Employees of the Department of Job & Family Services may accumulate unused vacation time up to a maximum limit of three (3) years. Should a situation arise where an employee has properly requested and been denied forty (40) consecutive hours of vacation or more, due to operational needs, twice or more in any calendar year, such employee's request for carryover of vacation shall be approved by the Employer, or an employee may elect to turn in up to forty (40) hours of vacation time for pay, rather than carry over such time. Requests to convert vacation time to pay in these instances must be submitted to the Director by November 15 of the applicable calendar year.

**Section 8.** Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance.

**Section 9.** Days specified as holidays in accordance with this agreement shall not be charged to an employee's vacation leave.

**Section 10.** An employee is entitled to compensation, at his current rate of pay, for the prorated portion of any earned but unused vacation leave for the current year to his credit at time of separation, and in addition, shall be compensated for any unused vacation leave accrued to his credit for the three (3) years immediately preceding the last anniversary date of employment.

**Section 11.** If an employee, while on vacation, contracts an illness or injury or experiences a death in the family which would warrant bereavement leave or sick leave had the member been at work, such employee shall, upon showing proper evidence acceptable to the Employer, be allowed to charge such absence to sick leave or bereavement leave rather than to vacation leave.

**Section 12.** In the case of the death of a county employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid to the employee's spouse or to his estate, as applicable.

### **ARTICLE 36 PERS PICK-UP**

The Employer agrees to pay the employees' share of the Public Employees Retirement System (PERS) deduction through the salary reduction method. Such payments shall be for a maximum of ten percent (10%) of an employee's gross salary and shall be made subject to the approval granted by the United States Internal Revenue Service.

### **ARTICLE 37 HEALTH AND MEDICAL COVERAGE**

**Section 1.** The Employer agrees to provide to full-time bargaining unit employees the same health and medical plan as that provided by the Huron County Board of Commissioners, through a group insurance plan, to other County employees. Effective May 1, 2011, bargaining unit employees shall pay the same cost for insurance as other Huron County employees.

**Section 2.** The parties do hereby agree that should the County and the County employees form an Employee Review Committee on health benefits, such committee shall include the participation of at least one (1) bargaining unit employee as a representative of the bargaining unit.

**Section 3.** The Bargaining Unit Employees shall pay monthly premium contributions based on the medical election and type of coverage selected. These rates are effective May 1, 2013 through April 30, 2014 as follows:

<u>Insurance Coverage</u>	<b>Employee Monthly Costs</b>	
	<u>Single</u>	<u>Family</u>
Standard PPO	\$80.05	\$204.13
Basic Level PPO	\$59.71	\$152.22
Health Savings Account Plan	\$14.70	\$ 37.50

**ARTICLE 38  
WAGES**

**Section 1.** Employees in the bargaining unit will be placed in the following job groupings:

**GROUP A**

**Current Title**  
Clerical Specialist 1

**GROUP B**

**Current Title**  
Clerical Specialist 2

**GROUP C**

**Current Title**  
Account Clerk  
Secretary

**GROUP D**

**Current Title**  
Eligibility Specialist 1  
Child Care Case Worker\*

**GROUP E**

**Current Title**  
Child Care Certification Specialist\*  
Eligibility Specialist 2  
Employment Services Counselor  
Investigator 2  
Social Services Worker 2

**GROUP F**

**Current Title**  
Social Services Worker 3

\*Current employees with specific duties

**Section 2.** The following pay range schedule has been established:

**HURON COUNTY DEPARTMENT OF JOB & FAMILY SERVICES  
2013/2014 WAGE SCHEDULE**

<b>Group A</b>	<b>Group B</b>	<b>Group C</b>	<b>Group D</b>	<b>Group E</b>	<b>Group F</b>
\$9.17	\$9.75	\$10.74	\$11.86	\$12.15	\$14.21

**Section 3.** Effective July 1, 2013, bargaining employees will receive a 3% Base Rate increase and effective October 7, 2013, Bargaining Unit employees will receive a \$0.50 increase to their Base Rate. Bargaining Unit employees also received a onetime Stipend payment in the amount of \$1,500 on June 7, 2013.

Ninety (90) days prior to the pay period that includes July 1, 2014, and if necessary, Ninety (90) days prior to the pay period that includes July 1, 2015, the parties agree to negotiate a wage increase and health/medical coverage review. Any pay increase negotiated will become effective the first pay period that includes July 1, 2014. Based on the economy and the employer's budget, the parties may, by mutual agreement not exercise their contractual right to renegotiate under this section.

**Section 4.** Upon hire, an employee may be initially placed on the appropriate schedule a maximum of five (5%) percent above the minimum rate if the employee's qualifications and prior experience are fundamentally greater than those required for the position.

**Section 5.** Upon promotion, employees will receive the minimum rate of the group promoted into or a three and one-half (3 and 1/2%) percent per hour increase, whichever is greater. No additional increases will be granted to promoted employees until the next contract anniversary date.

**Section 6.** Upon voluntary demotion to a position in a lower job grouping, an employee will receive pay in the lower range equal to the same percentage the employee has progressed through his/her current pay range, according to the schedules listed under Article 38, Section 2. For example, if the employee is 50% through their current range, they will be placed at the rate that would equate to 50% through the range assigned to the lower-rated position.

**Section 7.** Any employee actually holding an Associate's Degree shall be entitled to an educational supplement in the amount of thirty cents (\$0.30) per hour. Any employee actually holding a Bachelor's Degree shall be entitled to an educational supplement of fifty five cents (\$0.55) per hour. Any employee with a Master's Degree will be compensated with an educational supplement of eighty cents (\$0.80) per hour. This supplement will be added to the employee's base rate of pay for the purpose of calculating overtime and leave pay. Employees must provide documentation of education level to personnel office in order to receive educational supplement.

**Section 8.** Any employee who has been assigned by the Director to perform bilingual duties shall receive an additional pay supplement of fifty cents (\$0.55) per hour. This supplement will be added to the employee's base rate of pay for the purpose of calculating overtime and leave pay. The assignment of bilingual duties shall be solely at the discretion of the Director. Employees hired during the term of this Agreement who perform bilingual duties as determined by the Director shall be entitled to a sign-on bonus of two hundred and fifty dollars (\$250.00).

**ARTICLE 39  
LONGEVITY**

**Section 1.** Effective with the first pay of July 1998, longevity compensation shall be as set forth below:

<u>Years Of Completed Service</u>	<u>Longevity Amount Per Hour</u>
3	\$0.20
4	\$0.25
5	\$0.30
6	\$0.35
7	\$0.40
8	\$0.45
9	\$0.50
10	\$0.55
11	\$0.60
12	\$0.65
13	\$0.70
14	\$0.75
15	\$0.80
16	\$0.85
17	\$0.90
18	\$0.95
19	\$1.00
20	\$1.05
21+	\$1.10

**Section 2.** Employees shall be entitled to longevity based upon completed years of service as of July 1 of each applicable year. Longevity adjustments, as applicable, shall occur in the first full pay period of July.

**ARTICLE 40  
STATE LEGISLATED MONEY**

During the existence of this agreement, should the Ohio General Assembly enact legislation that provides additional funds or reduces monies to the Ohio Department of Job & Family Services for use by County Job & Family Services, both parties may agree to meet within thirty (30) days of passage to negotiate the distribution of such funds.

**ARTICLE 41  
SEVERABILITY**

**Section 1.** This agreement supersedes and replaces all pertinent statutes and civil service rules and regulations over which it has authority to supersede and replace. Where this agreement makes no specification about a matter, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this

agreement to be contrary to law, such provision shall be of no further force and effect, but the remainder of the agreement shall remain in full force and effect.

**Section 2.** The parties agree that should any provision of this agreement be found to be invalid, they will schedule a meeting upon the written request of either party within thirty (30) days at a mutually agreeable time to negotiate a mutually satisfactory modification.

#### **ARTICLE 42 APPLICATION OF OHIO CIVIL SERVICE LAW**

**Section 1.** The Employer and the Union agree that, for purposes of this agreement, the provisions of the Ohio Revised Code (ORC) pertaining to personnel and payroll reporting requirements to the Ohio Department of Administrative Services (ODAS) do not apply to bargaining unit employees.

**Section 2.** Except as may be expressly provided for in agreement, Sections 124.01 through 124.56, Section 325.19, and Section 4111.03 of the Civil Service Laws contained in the ORC, and any other civil service provisions where such matter is generally addressed by this agreement, and except as otherwise provided in Article 28 herein, do not apply to employees in the bargaining unit. It is expressly understood that the ODAS and the State Personnel Board of Review (SPBR) shall have no authority or jurisdiction as it relates to employees in the bargaining unit except that complete lists of persons having passed civil service examinations be provided to the Employer, when requested, for selection of original appointments. For purposes of this agreement, "original appointment" shall mean entry level positions only.

#### **ARTICLE 43 WAGE CONTINUATION/INJURY LEAVE**

Employees may avail themselves of the County's Wage Continuation Plan in case of work-related compensable illnesses or injury.

#### **ARTICLE 44 MISCELLANEOUS**

**Section 1.** Should the Employer require any members to wear uniforms or special safety clothing or devices, such items will be furnished to said members by the Employer.

**Section 2.** Bargaining unit employees on vacation may, upon request, have their paycheck mailed to their home.

**Section 3.** All paid leave taken by the Employee shall be available for use in one-half (1/2) hour increments.

**ARTICLE 45  
DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2013, and shall remain in full force and effect until June 30, 2016.
- B. If either party desires to modify and/or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, not later than ninety (90) calendar days after the expiration date of this Agreement.

**IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and signed by their duly authorized representatives this**

10/4/2013

<p align="center"><b>For The Huron County Commissioners</b></p> <p><i>Gary Bauer</i> _____ Gary Bauer, Commissioner</p> <p><i>Tom Dunlap</i> _____ Tom Dunlap, Commissioner</p> <p><i>Joe Hintz</i> _____ Joe Hintz, Commissioner</p>	<p align="center"><b>For OCSEA AFSCME Local 11, AFL-CIO</b></p> <p><i>Christopher Mabe</i> _____ Christopher Mabe, President OCSEA</p> <p><i>Jim Beverly</i> _____ Jim Beverly, OCSEA Representative</p> <p><i>Rhonda VanScyoc</i> _____ Rhonda VanScyoc, Chapter President Huron JFS/Negotiating Committee</p> <p><i>M. Webb</i> _____ Mackenzie Webb, Chapter Vice President Huron JFS/Negotiating Committee</p>
<p align="center"><b>For Huron County Department of Job &amp; Family Services</b></p> <p><i>Jill Eversole Nolan</i> _____ Jill Eversole Nolan, Director</p> <p><i>Tammie Serrano</i> _____ Tammie Serrano, Human Resource Administrator</p> <p><i>Amy Leibold</i> _____ Amy Leibold, Business Administrator</p>	<p><i>Heather Alicea</i> _____ Heather Alicea, Negotiating Committee</p> <p><i>Karmen Ross</i> _____ Karmen Ross, Negotiating Committee</p> <p><i>Mitzi Tucker</i> _____ Mitzi Tucker, Negotiating Committee</p> <p><i>Lea Elmer</i> _____ Lea Elmer, Negotiating Committee Alt.</p> <p><i>Tracy Wilson</i> _____ Tracy Wilson, Negotiating Committee Alt.</p>