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STATE EMPLOYMENT  
RELATIONS BOARD

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**AGREEMENT BETWEEN THE  
PICKAWAY COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES**

**AND THE**

**COMMUNICATIONS WORKERS  
OF AMERICA  
LOCAL NO. 4501, AFL-CIO-CLC**

**CASE NO. ~~2010-MED-05-0691~~**

**EXPIRES JULY 31, 2016**

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## **PREAMBLE / PURPOSE**

**Section 1.** This Agreement, entered into by the Pickaway County Department of Job and Family Services, hereinafter referred to as the "Employer," and the Communications Workers of America, Local 4501, hereinafter referred to as the "Union" is the full and complete Agreement between the parties and has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and 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.

**Section 2.** The Employer and the Union acknowledge that it is in the best interest of all parties to promote effective relations between the Employer and the Union and that it is in the best interest of all parties to promote efficient operations consistent with this Agreement.

**Section 3.** The Employer and the Union acknowledge the rights and responsibilities of the other party and will discharge their responsibilities as provided in this Agreement and shall adhere to the provisions of this Agreement.

## **ARTICLE 1**

### **UNION RECOGNITION**

**Section 1.1.** The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed by the Employer in the classifications listed below:

#### Clerical Series

Clerical Specialist 4

Clerical Specialist 3

Clerical Specialist 2

Clerical Specialist 1

#### Eligibility Referral Series

Eligibility Referral Specialist 3

Eligibility Referral Specialist 2

Eligibility Referral Specialist 1

#### Case Manager Series

Case Manager 2

Case Manager 1

#### Investigator Series

Investigator 2

Investigator 1

Account Clerk Series

Account Clerk 1

Account Clerk 2

Social Services Series

Social Services Worker 1

Legal Specialist Series

Legal Specialist

Unit Support Worker Series

Unit Support Worker 2

**Section 1.2.** Except as provided in Section 1.3 below, all positions and classifications not specifically established herein as being included in the bargaining unit, shall be excluded from the bargaining unit.

**Section 1.3.** Should the Employer create a new position or reclassify a position presently in the bargaining unit, the Employer shall meet with the Union to discuss the inclusion of the new position in the bargaining unit.

Should the Employer and the Union disagree as to whether or not the new position belongs in the bargaining unit, the Employer and the Union will jointly submit the question to the State Employment Relations Board (SERB).

Should the Employer and the Union agree to the inclusion of the position in the bargaining unit, the Employer and the Union will immediately file a Joint Petition for Amendment of Certification with the State Employment Relations Board (SERB).

**ARTICLE 2**  
**DUES DEDUCTION**

**Section 2.1.** The Employer agrees to deduct Union membership dues in accordance with this article for all employees eligible for the bargaining unit upon the successful completion of thirty (30) days of employment with the Employer.

**Section 2.2.** The Employer agrees to deduct regular Union membership dues once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

**Section 2.3.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 2.4.** The employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; or (5) written revocation of the check-off authorization; in accordance with the terms of this Agreement.

**Section 2.5.** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

**Section 2.6.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim or error is made to the Employer in writing within thirty (30) days after the date of such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

**Section 2.7.** The rate at which dues are to be deducted shall be certified to the payroll clerk by the Treasurer of the Union. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

**Section 2.8.** Within thirty (30) days following the effective date of this Agreement and semi-annually thereafter, the Department will furnish to the Union a list of all bargaining unit members' names, current home addresses, and hourly wages.

**Section 2.9.** Deducted dues will be remitted to the Union on the fifteenth of the month following their deduction.

**Section 2.10.** The Employer will deduct voluntary contributions to the CWA Committee on Political Education (COPE) from the pay of employees covered by this contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee provided that:

- A. An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke.
- B. The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.
- C. The contribution amount shall be certified to the Employer by the Union. The Union shall provide the Employer with thirty (30) days advance notification of any change in the contribution amount. Contributions shall be transmitted to the Treasurer of COPE, CWA, 501 Third Street, N. W., Washington, DC 20001. The transmittal shall be accompanied by an alphabetical list of all employees for whom deductions have been made and the names of employees for whom deductions have been terminated and the reason of termination.
- D. All COPE contributions shall be made as a deduction separate from the fair share fee and dues deductions.

**ARTICLE 3**  
**FAIR SHARE FEE**

**Section 3.1.** Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair share fee to the Union. The obligation to pay the fair share fee shall commence either upon execution of this Agreement or sixty-one (61) days following an employee's date of hire, whichever is later. Fair share fees shall be paid by automatic, payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. The Union shall prescribe a rebate and challenge procedure which complies with applicable state and federal law. Fair share fees shall be deducted and transmitted to the Union in the same manner as regular dues.

**Section 3.2.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made in writing to the Employer within sixty (60) days after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

**Section 3.3.** The Union warrants and guarantees that no provision of this article violates the laws or constitutions of either the United States of America or the State of Ohio. The Employer's financial liability under this article is limited to deduction and transmittal of fair share fees. The Union shall indemnify, save and hold the Employer harmless from any claim, actions or proceedings brought by any person or entity out of deductions made by the Employer pursuant to this article.

**ARTICLE 4**  
**UNION STEWARDS AND REPRESENTATIVES**

**Section 4.1.** The Employer agrees to admit not more than two (2) Union staff representatives to the Employer's facilities during the Employer's normal business hours, Monday through Friday.

The staff representative shall be admitted to the Employer's facilities and sites for the purpose of processing grievances and attending meetings as permitted herein, providing twenty-four (24) hours advance notice is given to the Employer. Upon arrival, the Union staff representative shall identify himself to the Employer or the Employer's representative.

**Section 4.2.** The Employer shall recognize three (3) employees to act as Union stewards and chief steward for the purpose of processing grievances in accordance with the grievance procedure.

**Section 4.3.** The chief steward may replace the steward in processing grievances at the third level of the grievance procedure or at any level of the procedure if the steward is unavailable. The Local Union President or his designee may replace or assist a steward in processing grievances at the third level.

**Section 4.4.** The Union shall provide the Employer an official roster of its officers and local Union stewards which is to be kept current at all times.

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

**Section 4.5.** The writing of grievances shall be on non-duty time unless such writing is part of the investigation process. The investigation and processing of grievances may be on duty time, provided the steward has the permission of the Employer, which shall not be unreasonably denied.

Grievance hearings will normally be scheduled during working hours, employees attending such meetings shall not suffer any loss of pay while attending the hearing.

**Section 4.6.** Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no official of the Union, employee or non-employee shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.
- B. The Union shall not conduct Union activities in any work areas without first notifying the supervisor in charge of that area of the general nature of the activity and receiving permission from the supervisor. Such permission will not be unreasonably denied.

## **ARTICLE 5 USE OF FACILITIES**

**Section 5.1.** The Employer will permit the Union to use its facilities for membership or other meetings. Bargaining unit members will be permitted the reasonable use of the internal mail and/or communication system for the distribution or information related to the bargaining unit.

## **ARTICLE 6 BULLETIN BOARDS**

**Section 6.1.** The Employer agrees to provide space for bulletin boards in agreed upon areas of the facility for use by the Union. The Union will provide locked bulletin boards one of which is to be placed in the break room for the use of the Union and its members. The Union will provide a key to the locked board(s) to the Director; however, the Director will not remove any material without the agreement of the chief steward, unless it has not been initialed as described in Section 2 below.

**Section 6.2.** Notices of Union meetings, elections, and announcements of Union activities and programs may be placed on the bulletin boards. Other notices will be initialed by the Union steward and the Director. It is also understood that no material may be posted on the bulletin boards at any time which contain the following:

- A. Personal attacks upon any member or any other employee; and

B. Scandalous, scurrilous or derogatory attacks upon the administration.

**Section 6.3.** Union related materials of any kind may not be posted anywhere except the designated Union's bulletin boards, in the Department's facilities or on any of the Department's equipment.

## **ARTICLE 7 STEWARD TRAINING**

**Section 7.1.** The Employer will pay stewards their regular hourly rate for approved attendance at labor agreement training sessions that are conducted by a neutral party or organization. Such payments will not total more than eighty (80) hours of pay in a calendar year.

## **ARTICLE 8 MANAGEMENT RIGHTS**

**Section 8.1.** The Employer shall retain the right and the authority to administer the business of its departments in addition to other functions and responsibilities, which are not specifically modified by this Agreement. The Employer retains the full right and responsibility to direct the operation of its departments, to promulgate rules and regulations and otherwise exercise the rights of management.

**Section 8.2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement shall remain the exclusive function of the Employer.

## **ARTICLE 9 APPLICATION OF STATE CIVIL SERVICE LAWS**

**Section 9.1.** For purposes of this article only:

"Agency" means the Ohio Department of Job and Family Services, the Ohio Department of Administrative Services, and any other agency or body empowered to construe the "code" or the Federal Merit Systems Standards and apply them to the Employer.

"Code" means Chapter 124 of the Revised Code and all rules promulgated thereunder as they existed on the date this Agreement is executed or are subsequently amended.

**Section 9.2.** In accordance with the provisions of Ohio Revised Code (ORC) section 4117.10(A), the following articles and/or sections thereof, as provided under the terms and conditions of this Agreement, specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and/or the Ohio Administrative Code.

<u>Contract Article</u>	<u>Supersedes and/or Prevails Over</u>
Article 17, Seniority	ORC 124.321-124.328
Article 18, Probationary Periods	ORC 124.27; OAC 123: 1-19-01, 123: 1-19-03, 123: 1-23-12
Article 19, Vacancy & Promotions	ORC 124.27-124.32
Article 20, Layoff and Recall	ORC 124.321-124.328
Article 22, Hours of Work/Overtime	ORC 4111.03
Article 26, Sick Leave	ORC 124.38-124.391, 124.386, 124.391; OAC 123: 1-32-05, 123: 1-32-07, 123: 1-32-08, 123: 1-32-09, 123: 1-32-10
Article 26, Conversion of Unused Sick Leave	ORC 124.39
Article 30, Disability Separation	OAC 123: 1-30, 123: 1-47-01
Article 31, Jury Duty	ORC 124.135; OAC 123: 1-34-03
Article 33, Vacations	ORC 325.19, 9.44
Article 34, Holidays	ORC 325.19
Article 39, Wages	ORC 124.33

**Section 9.3.** The State Personnel Board of Review has no jurisdiction over any matter affecting any member of the bargaining unit.

## **ARTICLE 10** **GRIEVANCE PROCEDURE**

**Section 10.1.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a violation of the terms of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement nor those matters not covered by this Agreement.

**Section 10.2.** All grievances must be processed at the proper step in order to be considered at subsequent steps.

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

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

**Section 10.3.** It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every reasonable effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. No settlement to any grievance shall conflict with the terms of this Agreement. In furtherance of this objective the following procedure shall be followed:

**STEP 1:** In order for an alleged grievance to receive consideration under this procedure the grievant, with the appropriate union representative, must identify the alleged grievance to their immediate supervisor within ten (10) workdays of the occurrence of, or the time the employee(s) should reasonably become aware of the facts that gave rise to the grievance. The immediate supervisor shall investigate the matter and provide an answer within ten (10) workdays following the date on which the immediate supervisor received the grievance.

**STEP 2:** If the grievance is not resolved in Step 1, the employee with the appropriate Union representative, shall reduce the grievance to writing and may, within five (5) workdays refer the grievance to the appropriate supervisor at Step 2 of the grievance procedure. The appropriate member of supervision shall have five (5) workdays in which to schedule a meeting with the aggrieved employee and his representative. The appropriate member of supervision shall investigate and respond to the grievance, in writing, within ten (10) workdays following the date of the meeting, or receipt of the grievance, whichever is later.

**STEP 3:** If the grievance is not resolved in Step 2, the employee, with the appropriate Union representative, may refer the grievance to the Director within five (5) workdays after receiving the Step 2 reply. The Director shall have five (5) workdays in which to schedule a meeting with the aggrieved employee and his appropriate Union representative. The Director shall investigate the matter and respond to the grievant, the steward and the local Union representative within ten (10) workdays following the meeting.

**STEP 4:** **Arbitration.** If the grievance is not satisfactorily settled in Step 3, the Union may make a written request that the grievance be submitted to final and binding arbitration. If the Arbitration Hearing is not scheduled on a date no more than ninety (90) calendar days from the date the grievance was heard at step three, the grievance shall be considered resolved based on the Step 3 reply, unless an extension has been mutually agreed to by the parties.

Upon receipt of a request for arbitration the Employer or his designee and the representative of the Union shall within ten (10) working days following the request for arbitration jointly agree to request a list of nine (9) impartial arbitrators from the American Arbitration Association (AAA) from Ohio.

The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Within ten (10) days of

receipt of the list of impartial arbitrators the parties shall meet to select the arbitrator. The parties shall use the alternate strike method from the list of nine (9) arbitrators submitted to the parties by the AAA. The party requesting the arbitration shall be the first (1st) to strike a name and alternate in this manner until one (1) name remains on the list.

The remaining name shall be designated as the arbitrator to hear the dispute in question. Both parties shall once have the option to completely reject the list of names provided by the AAA and request another list.

All procedures relative to the hearing shall be in accordance with the rules and regulations of the AAA. The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter.♥

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

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

In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier time than the date the fact(s) which give rise to the grievance occurred. The question of arbitrability of a grievance may be raised by either party. The first (1st) question to be placed before the arbitrator may be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. The decision of the arbitrator shall be final and binding upon the Union, the Employee and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally shared by the parties. All costs directly related to the services of the arbitrator shall be paid equally by the parties. Expenses, if any, of expert witnesses shall be borne by the party calling the witness. The fees of a Court Reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a Court Reporter's recording, or request a copy of any transcript.

**Section 10.4.** Subject to the conditions of this Agreement a Union representative will be notified and may be present at any meeting where written grievances are discussed between the Employer and a member, or members of the bargaining unit.

**Section 10.5.** All grievances must contain the following information to be considered, and must be filed using the grievance form mutually agreed upon by both parties:

1. The aggrieved employee's name and signature.
2. The aggrieved employee's classification.

3. The date the grievance first discussed and the name of the supervisor with whom the grievance was discussed.
4. The date the grievance was filed in writing.
5. The date and time the grievance occurred.
6. The location where the grievance occurred.
7. A description of the incident or incidents giving rise to the grievance.
8. The articles and sections of the Agreement alleged to have been violated.
9. The desired remedy sought.

**Section 10.6.** Where a group of bargaining unit employees desires to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

**Section 10.7.** For purposes of this article, workdays shall be defined as those days upon which the employee was schedule to perform service for the Employer. In counting workdays at each step of the grievance procedure, the parties agree to count the workdays of the employee when the employee is the moving party.

**Section 10.8.** Copies of the grievance and responses for Step 2 and Step 3 of this procedure will be forwarded to the Human Resource Officer or designee.

## **ARTICLE 11**

### **RULES AND REGULATIONS**

**Section 11.1.** The Local Union shall be notified not less than fourteen (14) calendar days in advance of anticipated changes to the Departmental rules, regulations, policies, or procedures prior to adoption.

**Section 11.2.** Copies of all departmental rules, regulations, policies and procedures shall be given to each bargaining unit member and to the Union. Any changes in the departmental rules, regulations, policies and procedures shall be given to the employees and the Union upon adoption.

**Section 11.3.** Notwithstanding Section 11.1 above, if the change is necessary due to unforeseen circumstances or a state or federal directive or regulation, and the Employer can show it could not give a fourteen (14) calendar day notice; such change may take effect as soon as possible.

**Section 11.4.** An updated copy of all departmental rules, regulations, policies, and procedures shall be available to all bargaining unit members via the Pickaway County JFS Shared Drive.

**ARTICLE 12**  
**CORRECTIVE ACTION**

**Section 12.1.** No employee shall be disciplined, reduced in pay, suspended or discharged except for just cause.

**Section 12.2.** The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner. The affected employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement, except in the instance of discharge. Then the employee may advance to Step 3 of the grievance procedure. The Union and the Employer may mutually agree, in writing, to waive this provision and proceed directly to arbitration.

**Section 12.3.** A union representative may be present at any disciplinary meeting between the Employer and a bargaining unit employee. The Union steward will continue to receive notification of any disciplinary meeting affecting a Union member.

**Section 12.4.** When it is necessary to suspend, discharge, reprimand, or demote a bargaining unit member, such action will be taken within forty (40) working days following the alleged infraction. If the Employer has no knowledge of the alleged infraction until after the forty (40) working day period has elapsed, the Employer may ask the Union for an extension of the forty (40) working day requirement and such request will not be unreasonably denied. If the Employer discovers an alleged infraction within the forty (40) working day requirement, but needs additional time to conduct a thorough investigation, the Employer may also ask the Union for an extension, which will not be unreasonably denied. The length of any extension will be mutually agreed to by the Union and the Employer.

**Section 12.5.** No bargaining unit member shall be given a suspension, removal, or demotion order without first being given the opportunity to attend a hearing, at which the bargaining unit member and/or his/her representative may show just cause why he or she should not be suspended, removed, or demoted. The Union and the bargaining unit member will be given all charges and other pertinent documents, defined as public records, at least five (5) working days in advance of the hearing. The Union President or his designee and the steward may attend such hearing without loss of pay. The Employer reserves the right to place an employee on paid administrative leave pending an investigation.

**Section 12.6.** The principles of progressive discipline will be followed with respect to similar minor offenses. Suspensions for minor offenses shall not exceed three (3) days.

**Section 12.7.** Grievances involving, written warnings and verbal warnings are not appealable to the Arbitration Procedure.

**Section 12.8.** Employees will be furnished and be required to sign copies of all records of disciplinary action taken against them as an acknowledgment that they have received a copy of the disciplinary record, however, such required signature does not mean the employee agrees with the disciplinary action.

Copies of all written records of disciplinary actions will be furnished to the chief steward.

**Section 12.9.** Each party may utilize whatever means it so chooses to record proceedings of disciplinary hearings.

**ARTICLE 13**  
**WAGE CONTINUATION**

**Section 13.1.** If, after exhausting all available paid leave to his or her credit, an employee is still unable to work, he or she may be eligible for partial wage replacement. The Pickaway County Department of Job & Family Services will provide 60% wage replacement under the following conditions:

- A. Wage replacement applies to the employee only.
- B. After exhausting available paid leave, the employee must be unable to work for two (2) consecutive weeks (fourteen (14) days) in order to be eligible for the wage replacement.
- C. The employee must submit a written statement from his or her physician certifying that the employee is unable to perform his or her work duties due to the employee's illness or injury. To aid the physician in making this determination, the employee must present his or her physician with a copy of the essential functions, position description, and job safety analysis statement for his or her position. In accordance with Section 26.10 of this Agreement, the Employer may require that the employee submit to an examination by a physician chosen by the Employer. If the Employer's and employee's physician disagree as to whether the employee is able to work, a third and binding medical opinion will be sought. The costs of any medical examinations required by the Employer will be paid by the Employer. The Director may request interim progress reports from the physician regarding the employee's status during the period in which the employee is receiving wage replacement benefits.
- D. On the fifteenth (15th) day the employee is unable to work, as stated in (B) above, the employee will become eligible to receive 60% of his or her gross wages for a period up to twelve (12) weeks in a twelve (12) month period, providing the employee has accumulated a minimum of three (3) years' seniority with the Employer. Employees who have successfully passed their initial probationary period are eligible to receive 60% of their gross wages for a period up to six (6) weeks in a twelve (12) month period. The twelve (12) month period is measured backward from the first day the employee is eligible to receive wage replacement benefits. An employee is eligible to receive only twelve (12) weeks wage replacement in any twelve (12) month period.
- E. The Employer will deduct all appropriate deductions and withholdings from the employee's wages. The Employer will also make the Employer contributions to PERS based on the employee's wage replacement rate.
- F. The Employer will continue to pay its portion of the employee's health insurance during the time the employee is receiving wage replacement benefits, in accordance with Section 28.10 of this Agreement.

**Section 13.2.** If an employee receives disability benefits from the Bureau of Workers' Compensation and the benefits exceed 60% of the employee's gross wages, he or she will be ineligible for wage replacement payments from the Employer.

An employee receiving disability benefits from the Bureau of Workers' Compensation which totals less than 60% of his or her gross wages may receive a wage replacement supplement. The combined total of disability benefits paid by BWC and wage replacement paid by the Employer shall not exceed 60% of the employee's gross pay.

If the employee has or is receiving wage replacement benefits, and receives a lump sum payment from the Bureau of Workers' Compensation, such payment shall be reimbursed, or made to the Employer for the period wage replacement was received.

**Section 13.3.** The period of time during which an employee is receiving wage replacement benefits will not count as "service" or "employment" for Family Medical Leave Act purposes. However, the time period during which the employee receives wage replacement benefits will count toward Family Medical Leave. The employee will not earn sick leave or vacation leave, but the time period will count toward seniority.

**Section 13.4.** The Employer reserves the right to fill the position of an employee who is receiving wage replacement benefits with an interim employee or through temporary assignment of other staff members.

**Section 13.5.** The employee will be expected to return to work at the end of the time period during which he or she received wage replacement benefits. A bargaining unit member may return to work prior to the end of the wage replacement period provided reasonable notice is given by the bargaining unit member, in writing, stating the date, time, and place for the bargaining unit member to return.

**Section 13.6.** If, at the end of the period during which the employee has been receiving wage replacement benefits, the employee is still unable to return to work, the employee will be given a disability separation in accordance with Article 30 of this Agreement. An employee who is unable to perform the essential functions of his or her position will be removed for just cause based on their ability to work.

## **ARTICLE 14** **SUBCONTRACTING**

**Section 14.1.** No bargaining unit employee will be laid off or reduced in pay due to the subcontracting of work by the Employer, unless as outlined below in Section 14.2. No bargaining unit position will be abolished due to the subcontracting of work by the Employer. The Union reserves the right to take appropriate legal action if it considers the Employer is in violation of this article.

**Section 14.2.** The Employer will not subcontract work customarily performed by bargaining unit members unless mandated by an agency of the state due to alleged failure to meet a performance standard. The Employer and the Union will exhaust all reasonable avenues to prevent such a mandate. Both parties agree not to promote subcontracting which would cause the layoffs or elimination of current bargaining unit positions.

**ARTICLE 15**  
**PERSONNEL FILES**

**Section 15.1.** It is recognized by the parties that the Employer may maintain records, papers, books and documents pertaining to bargaining unit employees. Certain records are not considered public records, per ORC 149.43, and will be segregated from the rest of the personnel files.

**Section 15.2.** The personnel files described in the Agreement may contain the following:

1. The employee's application and/or resume.
2. Employer reference checks.
3. Personnel Action Forms.
4. Certification test results.
5. Records of disciplinary action.
6. Employee's authorization for and the Employer's response to credit checks.
7. Performance Evaluations.
8. Any educational and/or training certificates.
9. Medical records - except leave slips.
10. Awards/certificates of achievement.
11. Payroll-related documents.
12. Address changes.
13. Any other routine documents.

The above list is only an example, and other items could also be placed in the file. The Employer agrees that it will not place any other types of material in employees' personnel files without timely notification to the employee.

**Section 15.3. Access to files:**

- A. Each bargaining unit member may examine his/her personnel file during working hours by notifying the Human Resource Officer or designee. The Human Resource Officer or designee will meet with the employee within a reasonable time to review their file.
- B. Without a public records request, personnel file information will not be given without a written release from the employee, except for a verification of employment with the Employer.
- C. Upon request, employees will be provided copies of all material placed in their personnel file.
- D. An employee may, through written authorization, request that the Union representative be permitted to review his individual personnel file. Representatives shall present the written authorization to the Human Resource Officer or his designee as a condition of access to the individual's personnel file.

**Section 15.4.** If an employee, upon examining his/her personnel file, disputes the accuracy or timeliness of any document(s) contained therein, the employee may request in writing that the Employer investigate the disputed information. After receiving such a request the Employer

shall investigate the matter and notify the employee within ten (10) days of the request of the results of the investigation and any action to be taken. If the employee is dissatisfied with the results of the investigation the employee may submit a grievance at Step 3 of the grievance procedure described in this Agreement. No grievance regarding the contents of an employee's Personnel File is appealable to the arbitration procedure, except as provided elsewhere in this Agreement.

**Section 15.5. Retention of Records:**

- A. No personnel files are to be removed from the premises of the Employer without the express, written authorization of the Director.
- B. No person is to remove information or material from a personnel file except as authorized by the Director.
- C. Records of corrective action lose their force and effect for use in future discipline according to the following schedule, providing no further discipline has occurred during that time period:
  - 1. Verbal and Written Reprimands - one ( 1) year
  - 2. Suspensions or Reductions - two (2) years
- D. The time period shall commence upon the date of issuance and may be modified by mutual agreement between the Employer and the Union.

**ARTICLE 16**  
**POSITION AUDITS**

**Section 16.1.** Bargaining unit positions shall be reviewed by the Employer to determine the appropriateness of the classification and whether or not bargaining unit members are working within their assigned classifications. Employees may initiate a position audit by completing the "Request for a Position Audit" form and forward a copy to the Human Resource Officer, or designee. The Human Resource Officer or designee will provide a copy of such form to the Union, prior to the audit. The Union may represent any bargaining unit member desiring to submit facts relative to his/her classification for consideration and will be afforded reasonable opportunity to do so.

**Section 16.2.** The determination of whether the bargaining unit member is working within the bargaining unit assigned classification shall be made by comparing the bargaining unit member's actual job duties to current, appropriate, established specifications.

**Section 16.3.** If, as a result of a job audit of a bargaining unit member's position, the position is determined to be improperly classified, the Employer will reclassify that position as soon as possible after the determination is made. The reclassification shall be retroactive to the date of the original request for reclassification.

**Section 16.4.** At the conclusion of the position audit, the Union and the employee will receive the results of the audit. When a bargaining unit member's position is to be reclassified, the affected employee and the Union will be given notice in writing setting forth the proposed new

classification, pay range and salary. An employee who does not agree with the action taken by the Employer regarding their reclassification may submit a grievance at level three of the grievance procedure.

## **ARTICLE 17** **SENIORITY**

**Section 17.1.** "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the Pickaway County Department of Job and Family Services and the Pickaway County Child Support Enforcement Agency. Once continuous service is broken, unless the employee resigns and is reinstated, to their former position by the Employer within sixty (60) calendar days of the employee's termination, the employee loses all previously accumulated seniority.

**Section 17.2.** An approved leave of absence and/or a layoff of less than one (1) year, does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave and/or layoff.

**Section 17.3.** During January of each calendar year that this Agreement is in effect, the Employer will furnish the Union a list of all bargaining unit employee's seniority. The Union will have thirty (30) days from receipt of that list to notify the Employer of any corrections to be made.

**Section 17.4.** Part-time bargaining unit member's seniority shall be calculated based on the number of hours worked in each year of employment.

**Section 17.5.** If two (2) or more employees have the same hire date, then seniority shall be determined in the following manner:

- A. The employee with the earliest date of application shall be determined the most senior.
- B. If there still exists two (2) or more employees with the same seniority after application of A above, then seniority shall be determined alphabetically.

## **ARTICLE 18** **PROBATION PERIODS**

**Section 18.1.** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred eighty (180) days. The probationary period may be extended up to thirty (30) days by mutual agreement of the Employer, the employee and the Union. A newly hired probationary employee may be terminated anytime during their probationary period and such termination shall not be appealable through the grievance procedure of this Agreement.

**Section 18.2.** A newly promoted employee will be required to successfully complete a probationary period in his newly appointed position. The probationary period for a newly

promoted employee shall begin on the effective date of the promotion and continue for a period of one hundred twenty (120) days. The probationary period for promoted employees may be extended up to sixty (60) days by mutual agreement of the Employer, the employee and the union.

Employees who fail promotional probation will be returned to their former position provided the duties of that position are still being performed.

**Section 18.3.** Probationary employee's performance will be evaluated after sixty (60) days of employment and at the end of their probationary period.

## **ARTICLE 19**

### **VACANCY AND PROMOTION**

**Section 19.1.** The parties agree that all appointments to positions covered by this Agreement, other than original appointments shall be filled in accordance with this article.

**Section 19.2.** For purposes of this Agreement "vacancy" shall be defined as a permanent opening in a bargaining unit position created by an employee's retirement, resignation, separation, or the creation of a new bargaining unit position.

**Section 19.3.** Whenever the Employer determines that a vacancy exists and needs to be filled, a notice of such vacancy shall be posted on the bulletin board and agency electronic mail for five (5) days. During the posting period, anyone wishing to apply for the position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting period or applications from employees who do not meet the minimum qualifications for the position. However, a bargaining unit member who is absent during the posting period may apply for the posted position and will be considered provided the position has not already been filled.

**Section 19.4.** After the posting period the Employer will consider the applications and the position will be awarded in the following manner.

- A. The position will be awarded to the senior-most employee in the same classification as the vacant position who has submitted an application.
- B. If the position cannot be awarded through the operation of (A) above, and if an employee or group of employees is in layoff status from that classification, the position will be awarded to the senior-most employee who has been laid off from that classification, who is still able to perform the essential functions of the position.
- C. If the position cannot be awarded through the operation of either (A) or (B) above, the position will be awarded to the bargaining unit employee who has applied for the position based on the following (criteria) qualifications: seniority, experience, education, work record, previous job performance, performance related disciplinary record and physical capability.
- D. If the position cannot be awarded through the operation of (A), (B), (C) above the Employer may fill the position through outside hire.

**Section 19.5.** When a vacancy exists, it may create an operational inconvenience or emergency situation. In such event, the Department may temporarily fill the vacancy with a bargaining unit member in order to assure continued job coverage while the provisions of this section are being processed. In no case shall the vacancy be filled temporarily for a period longer than ten weeks. Where the bargaining unit member temporarily filling the vacancy is in a classification beneath the classification of the vacant position, he or she will be paid at the applicable rate for the vacant position, but in no event shall the rate be less than five (5) percent above his/her rate of pay. If a bargaining unit member fills a vacancy beneath his/her current classification, there shall be no loss in pay.

**Section 19.6.** Employees serving a probationary period, either due to promotion or hire, may not apply for a position under this article. By mutual agreement of the Union and the Director this provision may be waived.

**Section 19.7.** Any bargaining unit member who fails a promotional probation shall have the right to appeal through the grievance procedure. A bargaining unit member who fails a promotional probation, shall return to his/her old position or a similar position.

Employees displaced to their former position due to the failure of a promotional probationary period of another employee cannot grieve such displacement.

**Section 19.8.** Employees accepting a promotional position may voluntarily return to their former classification, during their probationary period, only if a vacancy within their former classification exists.

When the position is filled the Employer will notify all applicants of how the position was filled.

**Section 19.9.** An employee who fails a promotional probation may not apply for another position in the same or higher pay grade within that classification series within 120 days from the date the employee was removed from a position due to the failure of the promotional probation.

**Section 19.10.** Provisional employees will be permitted paid time off in order to compete in civil service examinations for the positions in which the employee is serving as a provisional.

**Section 19.11.** Examinations will not be required for promotions or lateral transfers.

## **ARTICLE 20** **LAYOFF AND RECALL**

**Section 20.1.** When the Employer determines that a layoff is necessary, at least thirty (30) days prior to any such communication to employees the Employer agrees to meet with representatives of the Union, and discuss the impact of the layoff on bargaining unit employees and possible alternatives to the layoff. The affected employees shall be notified at least fourteen (14) calendar days in advance of the layoff.

**Section 20.2.** The Employer shall determine in which classifications and which work divisions layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority, and will be placed on layoff in the following order: employees requesting a

voluntary layoff, temporary, intermittent, seasonal, part-time, and full-time employees. Newly hired probationary employees are placed on layoff before regular employees and part-time employees before full-time in each classification.

Displaced employees may bump to other positions within the bargaining unit within the same classification or lower classifications within the series for which they are qualified, with the least senior employee(s) ultimately being laid-off. Further, affected employee(s) may displace an employee in a position in a different classification series he/they have held in the prior five (5) years (to the date of layoff) if they remain qualified, are more senior, and had passed probation in the previous position. Any employee receiving notice of layoff shall have five (5) workdays following receipt in which to exercise their right to bump.

**Section 20.3.** Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled to their former classification according to seniority, beginning with the most senior employee and progressing to the least senior employee.

**Section 20.4.** Notice of recall from a layoff shall be sent to the employee by certified or registered mail. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice to the last mailing address provided by the employee.

**Section 20.5.** In the case of a recall from layoff, the recalled employee shall have ten (10) workdays following the date the employee received the letter or the Department's receipt of the returned certified or registered mailing, unless a later date for returning to work is specified in the recall notice. Nothing herein shall restrict the employee and the Employer from mutually agreeing to a return of less than ten (10) days.

**Section 20.6.** Laid off employees will retain their seniority rights, per Article 17 of this Agreement, during the one (1) year recall/rehire period identified in Section 20.3 above. Employees placed on layoff status will receive all accrued vacation, personal days, and compensatory time with their next regular paycheck.

**Section 20.7.** Laid off employees, that are recalled within the one (1) year recall period, will be eligible for reinstatement of their health insurance benefits effective the date of their return to employment with the agency unless agreed to another benefit effective date.

## **ARTICLE 21**

### **TEMPORARY ASSIGNMENTS**

**Section 21.1.** It is understood that in order to provide efficient service, and to ensure the performance of tasks which are of short duration, it may be necessary to transfer employees temporarily to another unit and/or position. The Department will seek volunteers first, if possible. If there are no volunteers, the Department will temporarily transfer the least senior employee within that job classification provided that the employee being transferred can perform the duties of the position. It is further understood that no employee shall suffer any loss of pay due to such temporary transfer.

**Section 21.2.** When it becomes necessary to assign bargaining unit members to cover for absent employees, the Department will distribute such work in a fair and equitable manner.

Management will keep a record of assignments under this article and make them available to the stewards upon request.

## **ARTICLE 22**

### **HOURS OF WORK/OVERTIME**

**Section 22.1.** This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

**Section 22.2.** Should the Employer desire to alter the normal workweek or workdays as described herein, the Employer will first discuss and negotiate such alteration with the Union.

**Section 22.3.** The standard workweek for all full-time employees covered by the terms of this Agreement shall be forty (40) hours, which shall normally consist of five (5) days of eight (8) hours per day Monday through Friday, exclusive of a one-half (1/2) hour lunch period. The work week shall commence at 12:01 a.m. Sunday of each calendar week and end at 12:00 midnight the following Saturday.

When emergency circumstances require an employee to work in excess of the normal forty (40) hour workweek, work schedules for that week will not be altered to avoid payment or overtime unless mutual agreement occurs between the affected employee and the Employer.

**Section 22.4.** When an employee is required by the Employer to work more than forty (40) hours in a calendar week, as defined in Section 22.1 above, the employee shall be paid overtime for such time over forty (40) hours in a calendar week at one and one-half (1 1/2) times his regular rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this article or Agreement.

**Section 22.5.** Time on approved sick-leave, vacation, compensatory time, or personal days, and on holidays or any other active pay status, shall be included in the computation of the forty (40) hours referenced in Section 3 above.

**Section 22.6.** Bargaining unit employee will normally be permitted two (2) fifteen (15) minute paid breaks per work day. One break will be taken in the morning, one in the afternoon. Loss of break will not result in the carry-over of any missed break time.

**Section 22.7.** Overtime opportunities that arise from causes other than employee's normal workload shall, to the extent practical, be equally divided between the employees who normally perform the type of work available.

**Section 22.8.** In lieu of overtime pay, as provided in Section 22.4 above, an employee may elect to take compensatory time at the rate of one and one-half (1 1/2) hours compensatory time off for each hour of overtime worked. Employees may have a maximum accumulation of no more than sixty (60) hours of compensatory time at any one time. Compensatory time off will be granted at a time mutually convenient to the employee and the Employer. The Employee must submit a written request on a standardized form and receive approval from the Employer prior to taking compensatory time off. Employees who quit, retire or are terminated shall be paid for all accrued but unused compensatory time at their then current hourly rate. Employees may elect to

cash-in all or a portion of their accrued compensatory time only once per calendar year.

**Section 22.9.** The altering of scheduled work hours (flexing time) is to be used as a means of adjusting an employee's regularly scheduled forty (40) hour workweek to meet the needs of the Employer or employee. The Employer may require employees to flex their work schedule within the workweek in lieu of pre-scheduled non-emergency overtime if the employee's work load reasonably permits.

Any altering of an employee's scheduled work hours must be prior approved by the section program manager. Emergency situations are the only exception to this guidance.

Administrators/managers may approve employee requests for altering a start and end time (adjusting their eight (8) hour workday) upon consideration of:

- Office coverage to meet normal work activities of the section;
- The ability of the employee to perform their required duties within the altered eight (8) hour time frame and
- The historical work performance and work attendance of the employee.

The reduction of any employee's normal forty (40) hour workweek can only be completed through the use and approval of sick leave, vacation leave, compensatory time, and/or time without pay.

Administrators/managers may approve the altering of an employee's five (5) eight (8) hour workdays comprising of a forty (40) hour workweek if the PCJFS employee is enrolled in a TOPS course or other course of study approved by the Director and upon consideration of the same criteria identified above.

Flex time shall not be used to continuously change an employee's normal work schedule.

## **ARTICLE 23**

### **HEALTH AND SAFETY**

**Section 23.1.** It is agreed that the health and safety of the work force is a prime concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, equipment and working methods for its employees. The employees accept the responsibility to follow all safety rules and safe working methods of the Employer.

**Section 23.2.** All unsafe working conditions or health hazards must be reported to the supervisor in charge as soon as such conditions or hazards are known. The supervisor shall investigate the condition and determine promptly whether such condition does in fact present a significant threat to the safety or health of the employee(s) involved and if indicated, initiate appropriate corrective action.

**Section 23.3.** A safety committee comprised of four (4) members, two (2) selected by the Union and two (2) selected by the Employer, shall be established. If an employee is not satisfied with the result of a supervisor's investigation of a safety matter the safety committee shall meet to review the issue within twenty-four (24) hours of the supervisor's decision. The committee shall also meet periodically to review general health and safety issues. The

committee shall, within fifteen (15) calendar days of meeting, file a written report with recommended corrective action, if any, with the Employer. The Employer shall respond in writing to the committee within five (5) working days of receipt of the report detailing any corrective action to be taken. The committee shall inform any complaining employee of its recommendation and the Employer's response. If the employee is not satisfied with the determination of the Employer and/or the safety committee, the matter will be referred to the Labor/Management committee.

## **ARTICLE 24** **LABOR/MANAGEMENT COMMITTEE**

**Section 24.1.** The Employer and the Union will meet once every three (3) months, if the need arises, to discuss matters of mutual concern should either party deem it necessary. The committee shall be composed of eight (8) members: four (4) representing the Union and four (4) representing the Employer. No employee will suffer loss of wages due to attendance at Labor/Management committee meetings. The purpose of this committee is to discuss, explore and study problems referred to it by the parties to this Agreement. The committee, by mutual agreement, shall be authorized to make recommendations on those problems that have been discussed, explored, and studied.

Labor/Management committee meetings are not intended to be negotiation sessions to alter or amend the basic Agreement. The committee shall have no authority to change, delete, or modify any of the terms of the existing contract between the parties, nor to settle grievances arising under the Agreement.

**Section 24.2.** One ( 1 ) week prior to the scheduled date of the meeting the parties shall submit to the other party an agenda with a list of the issues they wish to discuss and the names of their representatives who will be attending. No meeting will be held if the Employer and the Union mutually agree that it is not necessary, and/or agendas were not submitted by the parties.

**Section 24.3.** The purpose of such meetings will be to:

- A. Discuss the administration of the Agreement;
- B. Notify the Union of changes to be made by the Employer which would affect the bargaining unit;
- C. Disseminate general information of interest to the parties;
- D. Discuss ways to increase productivity and improve efficiency;
- E. Consider and discuss health and safety matters relating to employees; and
- F. Discuss any other issues agreed to by the parties.

## **ARTICLE 25** **EMERGENCY CLOSING**

**Section 25.1.** If the operation of the Department is closed by direction of the County

Commissioners or the Governor of the State of Ohio due to inclement weather or other emergency conditions, bargaining unit members shall receive their regular compensation for any regularly scheduled hours they are unable to work.

## **ARTICLE 26** **SICK LEAVE**

**Section 26.1.** The Employer and the Union understand that sick leave is a form of income insurance intended to protect the employee's income in the case of the illness of the employee, or illness or death of a family member, as provided in Article 26 and not as a form of additional time off. Fraudulent use of sick leave may result in disciplinary action up to and/or including discharge or forfeiture of sick pay in accordance with this section. The abuse of sick leave damages not only the agency and the public we serve, but also those co-workers who must carry the burden of employees who fail to attend work on a regular basis.

**Section 26.2.** Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours worked.

**Section 26.3.** Sick leave shall be charged in minimum units of one-fourth (1/4) hour. Employees shall not use sick leave to cover tardiness. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

**Section 26.4.** Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

1. Illness or injury of the employee or a member of his immediate family where the employee feels their presence is necessary: employee's spouse, child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, son-in-law, stepchild, domestic partner<sup>1</sup>, or legal guardian or other person who stands in place of the employee's parent;
2. Medical, dental or optical examination or treatment of employee or a member of his immediate family, which requires the employee, and which cannot be scheduled during non-working hours;
3. If a member of the immediate family is afflicted with a contagious disease and requires the care and attention of the employee or when, through exposure to a contagious disease, the presence of an employee at his job would jeopardize the health of others;
4. Pregnancy and/or childbirth and other conditions related thereto; or
5. As a supplement to bereavement leave as approved in advance by the Director.
6. Sick leave up to eighty (80) hours may be used by a father for the purposes of adoption or foster care of a child, or the birth of a child.

<sup>1</sup>Affidavit required.

7. Sick leave up to eighty (80) hours may be used by a mother because of birth of a child, placement for adoption, or foster care of a child, where such leave extends beyond the medical leave authorized by the employee's physician as a result of the disability of the employee.

**Section 26.5.** The employee will be required to furnish a standard written, signed statement explaining the nature of the illness to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate will be grounds for disciplinary action up to and including termination of employment.

**Section 26.6.** When an employee is unable to report to work, he/she shall notify the Department one-half (1/2) hour prior to the time he/she is scheduled to report to work on each day of absence.

**Section 26.7. Abuse of Sick Leave.** Employees abusing the use of sick leave may be subject to disciplinary action and/or forfeiture of sick leave pay. If an employee faces possible suspension or forfeiture of sick pay in accordance with this section, a hearing as described in Article 12.5 will first be held.

Employees shall not abuse, excessively use, or show a pattern of sick leave usage, e.g., absence in conjunction with scheduled time off, in conjunction with particular work assignments, other identifiable patterns or usage of sick leave as it is earned as compared to time in service.

**Section 26.8. Physician's Statement.** If the employee is absent due to illness, and seeks medical attention, or pursuant to Section 26.9 the employee will be required to furnish a statement from his/her physician. Where sick leave is requested to care for a member of the immediate family, and medical attention is required, the employee may be required to furnish a physician's certificate. In the event of repeated use of sick leave for the same illness or condition, the Employer may require a physician's statement from the employee. Any time a physician statement is required, such statement shall include a statement that the employee was seen on the date or dates of the absence; that the employee was unable to perform his/her duties; and when the employee can be expected to return to work.

**Section 26.9.** If sick leave usage exceeds twenty-four (24) hours per quarter without a physician's statement or proper documentation, the Employer will require a physician's statement or proper documentation for each use of sick leave for both the remainder of that quarter and all of the next quarter. If, at the next quarterly review, the employee's usage of sick leave is less than the established limit, this requirement will be dropped. When employees have used above twenty-four (24) hours of sick leave each quarter, their supervisor will counsel them and explain this section of the Agreement. For each sick absence of undocumented sick leave usage above twenty-four (24) hours, employees will be subject to progressive discipline as outlined in Article 12 of this Agreement.

For the purpose of this section, quarters will be defined as all complete pay periods beginning on or after the first or the calendar quarter.

Proper documentation as it is used in this section will be defined as a statement signed by a person in charge (e.g., school official) indicating when the employee had to leave work. The

Employer reserves the right to verify this statement.

For purposes of documenting sick leave to attend a medical appointment only, proper documentation includes a statement from the medical provider verifying that the employee or a member of his or her immediate family was seen by the medical provider and the date and time of the medical appointment.

Employees may not flex their schedule to cover unscheduled sick leave usage without prior approval. (e.g. calling in sick)

**Section 26.10.** The Employer may require an employee to submit a doctor's statement if the Employer has cause to believe the employee is physically or mentally incapable of performing his duties. If the Employer does not agree with the employee's physician, the Employer may require the employee to submit to an examination by a physician chosen by the Employer. If the Employer's physician and the employee's physician do not agree on whether the employee is able to work, the opinion of a physician who is mutually agreeable may be sought. If the parties cannot agree on a third physician, the employee's physician and the Employer's physician will be asked to seek a consulting specialist's opinion. The parties agree to be bound by the specialist's recommendation.

Whenever the Employer, due to the application of this section requires an employee to be examined by a physician the costs of the physician and any travel expense will be borne by the Employer.

**Section 26.11.** An employee with ten (10) or more years of accredited service with the County who: (1) qualifies for normal retirement under PERS or (2) qualifies for PERS disability; or (3) qualifies for, and is receiving, any other public retirement; or (4) dies, will be paid 50% of his accumulated sick leave, not to exceed 480 hours' pay.

**Section 26.12. Sick Leave Conversion:** Employees may convert one-third (1/3) of their sick leave earned during the contract year but left unused at the end of the year into cash or vacation days. The maximum conversion allowed will be 40 hours. [Example: 120 hours accrued, use three (3) days, or 24 hours, leave 96 hours, one-third (1/3) of 96 hours is 32 hours pay].

**Section 26.13.** Bargaining unit employees have the option to participate in the County's Sick Leave Donation Policy (Section 4.18) in the same manner that other Commissioners' employees receive or donate sick leave.

## **ARTICLE 27** **BEREAVEMENT LEAVE**

**Section 27.1.** Employees shall be entitled to three (3) consecutive working days of paid bereavement leave provided one (1) is the day of the funeral or adjoins a Saturday, Sunday, or holiday should the funeral fall on one of those days.

**Section 27.2.** For purposes of this article, an employee's immediate family shall be defined as the employee's spouse, child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law, daughter-in-

law, stepchild, domestic partner<sup>2</sup>, or legal guardian or other person who stands in the place of the employee's parent.

## **ARTICLE 28**

### **UNPAID LEAVE OF ABSENCE**

**Section 28.1.** The Employer may grant an employee a leave of absence without pay for a period of up to one (1) month. Such leave may be extended upon agreement of the employee and the Employer. Except as indicated elsewhere in this Agreement such leave may not exceed six (6) months.

**Section 28.2.** An employee on unpaid leave of absence will continue to accrue seniority as described in this Agreement, but will not earn sick leave or vacation credit for the time spent on leave.

**Section 28.3.** Except as described elsewhere in this Agreement, the Employer will not be obligated to provide any of the benefits described in this Agreement to an employee on unpaid leave of absence.

**Section 28.4.** An unpaid leave of absence must be applied for, and granted, in writing. An unpaid leave of absence will not normally be considered, except as provided for elsewhere in Article 28, unless the employee has exhausted all his accumulated but unused benefit leave time.

**Section 28.5.** A bargaining unit member may return to work prior to the expiration of any unpaid leave of absence provided reasonable notice is given by the bargaining unit member, in writing, stating the date, time, and place for the bargaining unit member to return.

**Section 28.6.** Upon the expiration of a bargaining unit members' approved unpaid leave of absence, he/she will be returned when possible to his/her formerly occupied position or a position in the same classification and pay status if his/her former position no longer exists.

**Section 28.7.** A bargaining unit member may be granted time off from work without pay to attend Union conventions, educational programs or special events. Request for such leave shall be submitted in writing at least five (5) working days in advance.

**Section 28.8.** The Employer may grant a bargaining unit member an unpaid leave to take full-time employment with the Union or serve as Union President. Such leave will not exceed three (3) years.

**Section 28.9.** A bargaining unit member on an approved unpaid leave of absence may pay the full premium at group rate for his/her hospitalization insurance.

**Section 28.10.** The Employer will continue to pay its portion of an employee's elected health insurance for employees on approved unpaid medical, pregnancy, or disability leave under the FMLA of 1993.

<sup>2</sup>Affidavit required

**Section 28.11.** An unpaid leave of absence because of the birth of a child or placement for adoption or foster care of a child, other than for medical, pregnancy, or disability leave, shall be limited to twelve (12) weeks in a twelve (12) month period. During such leave (up to twelve (12) weeks) the Employer will continue to pay its share of health insurance coverage. Such leave shall be in conformity with the FMLA of 1993.

**Section 28.12.** Leaves that qualify under the FMLA of 1993 shall require that the employee utilize all available vacation, personal, or sick leave (if applicable) as a part of the leave of absence.

**Section 28.13.** It is the intention of the parties to comply with the FMLA of 1993. For purposes of calculating the twelve (12) month period under this Act, it will be measured backward from the date leave is used.

## **ARTICLE 29** **MILITARY LEAVE**

**Section 29.1.** The Employer will comply with all state and federal statutes regarding military leaves of absence.

## **ARTICLE 30** **DISABILITY SEPARATION**

**Section 30.1.** If a bargaining unit employee becomes unable to perform the duties of his/her position due to a bona fide illness, injury or medical /mental condition, the employee will be given a disability separation upon exhaustion of leaves under Articles 26 and 28.

**Section 30.2.** A disability separation will not be granted unless a medical examination or satisfactory written documentation substantiating the illness, injury or condition is produced. If the Employer requires a medical examination, the cost of such examination shall be borne by the Employer.

**Section 30.3.** An employee given a disability separation may be reinstated, without loss of seniority within three (3) years after having been given the separation. The employee being reinstated will be placed in a similar position within the classification the employee held at the time of the separation, if such position is available. If the employee's former position or a similar position no longer exists the employee may be placed in a lower position provided there is an opening and the employee is capable of performing the duties of that position without further training.

If no such position is available the employee will be placed on layoff.

**Section 30.4.** No employee shall be reinstated from disability separation without first having made application for such reinstatement, and having provided the Employer with medical evidence that the employee is capable of performing the duties of his/her former position.

**ARTICLE 31**  
**JURY DUTY**

**Section 31.1.** Employees shall receive full pay for regularly scheduled working hours on any day when an employee is required to appear before any court for jury duty by the United States or Ohio Courts. Any fees received by an employee for such activity shall be remitted to the Employer, unless such duty is performed totally outside scheduled working hours for such employee. It is understood that an employee released from jury duty prior to the end of his scheduled workday, shall report to work for the remaining scheduled hours, provided at least two (2) hours of the workday remains.

**Section 31.2.** Bargaining unit employees subpoenaed as witnesses before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the bargaining unit employee is not a party to the action, shall receive full pay for regularly scheduled working hours missed due to complying with the subpoena.

**Section 31.3.** In the case of a bargaining unit employee's minor dependent being subpoenaed as a witness before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, in which the bargaining unit employee's minor dependent is not a party to the action, the employee shall receive full pay for regularly scheduled working hours missed assisting the dependent in complying with the subpoena.

**ARTICLE 32**  
**PAYCHECKS**

**Section 32.1.** Under normal circumstances, all bargaining unit employees shall receive their pay for the previous two (2) workweeks on every other Friday.

**Section 32.2.** If a holiday occurs on a Friday on which payroll would be distributed, the pay will be distributed, when possible, on the preceding Thursday. All new employees are required to participate in automatic deposit.

**Section 32.3.** Bargaining unit members on an approved absence may receive their paychecks prior to commencing said absence, provided the checks are available.

**Section 32.4.** In the event that the Pickaway County Board of County Commissioners and County Auditor mandate automatic deposit for all other County employees, then all bargaining unit members shall be required to participate in such program.

**ARTICLE 33**  
**VACATION**

**Section 33.1.** All full-time employees who have passed their probationary period shall be entitled to annual vacation as described below:

Years of Service

Weeks

End of probationary period but less than 1 yr	Vacation earned based on accrual rate of 2 weeks per year
1 year but less than 5 years	2 weeks
5 years but less than 10 years	3 weeks
10 years but less than 15 years	4 weeks
15 years but less than 25 years	5 weeks
25 or more years	6 weeks

**Section 33.2.** Vacations must be approved in advance on the proper form and are scheduled in accordance with the work load requirements of the Employer.

Employees shall submit vacation requests during the month of January of each year. Employees shall request, prior to February 1, the dates for that vacation year (February 1 through January 31 of the following year) on which they prefer to use their accumulated vacation. Such requests shall be honored on the basis of the employee's seniority with the Employer. The Employer will notify employees regarding the approval/disapproval no later than February 15 for requests submitted in January.

Vacation requests submitted after February 1 shall be honored solely on the basis of order of application and no seniority rights to preferred dates shall exist. Approval or denial will be within seven (7) days after the submitted request. Requests submitted after February 1 on the same day, for the same dates, the Employer will honor the employee's request with the most seniority.

**Section 33.3.** A bargaining unit member who is absent due to approved medical leave and who has exhausted his/her accrued sick leave, will be permitted to charge such absence to his/her available vacation time.

**Section 33.4.** Vacation leave should be taken during the twelve (12) month period following the employee's anniversary date.

**Section 33.5.** Vacation leave must be taken in minimum units of one-quarter (1/4) of an hour.

**Section 33.6.** Employees shall earn vacation leave to a maximum of three (3) years accrual. Vacation earned in excess of this three (3) years must be requested within one (1) pay period from when it is earned and if the vacation request is denied, the vacation shall be compensated on a straight time basis.

**Section 33.7.** Emergency use of vacation leave may be granted to cover any circumstance that places an employee in unpaid status.

Whenever an employee desires to request emergency leave, he/she will notify his/her supervisor as soon as possible and approval will not be unreasonably denied.

**ARTICLE 34**  
**HOLIDAYS**

**Section 34.1.** All employees in the bargaining unit shall be entitled to the following paid holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day  
Christmas Day

If the County Commissioners designate time off for community events, bargaining unit members will be granted such time off with pay. This does not apply to a designation by the County Commissioners for a different date on which one of the holidays listed above is to be observed.

**Section 34.2.** Employees who are required to work on a holiday shall receive one and one-half (1 1/2) times their regular hourly rate for the hours worked on the holiday in addition to holiday pay.

**Section 34.3.** In order to qualify for holiday pay an employee must work his/her last scheduled workday prior to the holiday and the first scheduled workday subsequent to the holiday. For the purposes of this section, days of approved vacation, approved compensatory time and approved sick leave will be considered to be scheduled workdays.

**Section 34.4.** If a holiday falls on a Saturday it will be observed on the preceding Friday. If it falls on a Sunday, it will be observed on the following Monday.

**Section 34.5.** If a holiday occurs while a bargaining unit employee is on vacation the employee will receive holiday pay and no other form of compensation, for that day.

**ARTICLE 35**  
**PERSONAL LEAVE DAYS**

**Section 35.1.** Bargaining unit employees will receive three (3) personal leave days per year which will not be taken from their sick leave. Use of such personal leave days must be approved twenty-four (24) hours in advance, except in cases of emergencies, and must be taken in minimum units of one-quarter (1/4) hour.

**Section 35.2.** New-hires beginning employment in January, February, or March will receive three (3) personal days per calendar year hired. New-hires beginning employment in April, May, or June will receive two (2) personal days per calendar year hired. New-hires beginning in July

through November will receive one (1) personal day per calendar year hired. Employees hired in December will not receive any personal leave days until January following their date of hire. All personal days must be requested by November 1 each year, except for new hires beginning in November must provide notice per Section 35.1.

**ARTICLE 36**  
**LIFE INSURANCE**

**Section 36.1.** The Employer will provide full-time employees in the bargaining unit life insurance in the amount of \$30,000 with double indemnity.

**ARTICLE 37**  
**HEALTH INSURANCE**

**Section 37.1.** Throughout the life of this Agreement the Employer will provide health insurance coverage for bargaining unit employees. Employees will pay the monthly premium for a family plan (\$155.00 per month) and for single coverage (\$31.00 per month) effective one month after wage increase is in place (ie., November 1, 2013).

New hires will be eligible for health insurance in accordance with the County's policy.

This article will be subject to a re-opener in accordance with Article 47 for the 3rd year of the agreement.

**ARTICLE 38**  
**TRAVEL ALLOWANCE**

**Section 38.1.** Employees shall be eligible for expense reimbursement only when travel has been authorized in writing by the Director, and only with appropriate receipts documenting claimed expense.

**Section 38.2.** The Employer will reimburse mileage, lodging, parking, and meals in accordance with the County Commissioner's policy. When the policy changes all employees and the Union, will receive written notification. Any changes that are made to the current policy that would be a reduction in benefits to bargaining unit employees will not apply, unless the Union agrees to such reductions. Employees traveling out of state will receive the IRS reimbursement rate for meals, lodging, and parking.

**Section 38.3.** Employees must provide evidence of liability insurance and a valid driver's license prior to using their personal vehicle for County business, and a valid driver's license when driving a County vehicle during business hours. Employees required to drive their own personal vehicle are required to notify the Employer if their liability insurance coverage is discontinued for any reason. All employees required to drive a vehicle during business hours are required to notify the Employer if their driver's license is revoked for any reason.

**Section 38.4.** The following items shall not be reimbursed:

- A. Alcoholic Beverages
- B. Entertainment
- C. Laundry and Dry Cleaning

**Section 38.5.** The Department agrees that no bargaining unit employee will be required to utilize his/her own funds for the maintenance and/or repair of the County vehicle.

The County will maintain liability insurance for this vehicle.

## **ARTICLE 39** **WAGES**

**Section 39.1.** The hourly rates of pay for bargaining unit members are set forth in Appendix A effective on the dates specified.

**Section 39.2.** All bargaining unit members who are required to be on-call shall be compensated for their time at \$75.00 per week, above their earned income.

**Section 39.3.** The longevity pay supplement shall be available for those employees who have completed a minimum of five (5) years' service with the Employer or other appropriate governmental agency. The amount shall be based upon a percentage equal to six-tenths (.6) of 1% of the base rate each year. A maximum accumulation of 12% shall be applicable after twenty (20) years' service. (See Appendix A.)

**Section 39.4.** Newly hired probationary employees shall be paid 95% of the base rate established for their position. Newly hired probationary employees who have completed their probationary period shall be paid 100% of the base rate for their position. This article also applies to any current employee being paid less than 100% the base rate for their position.

## **ARTICLE 40** **PERS PICK-UP**

**Section 40.1.** Consistent with the provisions of Internal Revenue Service Rulings 77-462, 81-35, the Employer shall "pick-up" each employee's mandatory contributions to the Public Employees Retirement System of Ohio (PERS), provided that no employee's total salary is increased by such pick-up nor is the Employer's total contribution to PERS increased thereby. The sole purpose of this article is to tax-defer the employee's contribution to PERS. This article does not require the Employer to pay the employee's contributions to PERS.

## **ARTICLE 41** **SEVERABILITY**

**Section 41.1.** Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, such part(s) or condition(s) shall be of no further force and effect, but such invalidation of such part(s) or provision(s) shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

**Section 41.2.** In the event that any provision of this Agreement is determined invalid, the parties shall meet within two (2) weeks or as soon as is practical in an effort to negotiate a legal alternative provision on the same matter.

## **ARTICLE 42** **NO STRIKE/NO LOCKOUT**

**Section 42.1.** During the term of this Agreement, there shall be no strike, slowdown or work stoppage, boycott, stay-home or other interruption or interference of a like or similar nature with the work of the Department. The Union its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, threaten or condone any such actions.

**Section 42.2.** In all cases of strike, slowdown or work stoppage, boycott, stay-home or other interruption or interference of a like or similar nature with the work of the department, the local Union, upon being informed of such action, shall take immediate, affirmative action to inform the participating employees that their conduct is in violation of this Agreement and will also urge the employees to cease such activity.

**Section 42.3.** The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union.

## **ARTICLE 43** **NONDISCRIMINATION**

**Section 43.1.** Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, religion, creed, veteran status, military status, disability, choice of domestic partner status, or national origin. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

**Section 43.2.** The Employer and the Union agree not to discriminate against any employee for participation in or affiliation or non-affiliation with the Union.

**Section 43.3.** The Employer and the Union agree to follow the mandates of the Americans with Disabilities Act of 1991. Nothing in this Agreement shall be construed to conflict with the mandates of this Act.

## **ARTICLE 44** **AGREEMENT**

**Section 44.1.** The parties acknowledge that during the negotiations which resulted in this Agreement each party had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement,

each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to, bargain collectively or individually with respect to any subject or matter not specifically referred to or covered by this Agreement.

**Section 44.2.** The parties also acknowledge that all Letters of Understanding that the parties wish to be in effect are attached and made part of this Agreement. All Letters of Understanding dated prior to the effective date of this Agreement are null and void. Any Letter of Understanding the parties wish to execute after the effective date of this Agreement will be signed, dated and distributed to all affected employees, including all bargaining unit employees.

#### **ARTICLE 45 SAVINGS PLAN**

**Section 45.1.** The Pickaway County Department of Job and Family Services agrees to take all necessary steps so that employees of the Department may have designated amounts deducted from their paychecks for savings plans that may be or become available.

#### **ARTICLE 46 PERFORMANCE EVALUATION**

**Section 46.1.** Employees shall receive a performance evaluation at the conclusion of the first half of the probationary period as well as at the conclusion of the probationary period. All non-probationary employees shall receive an annual performance evaluation.

**Section 46.2.** Changes to the format for performance evaluation shall be agreed to by the Labor/Management Committee or subcommittee. If such committee fails to agree, management may adopt a reasonable format.

#### **ARTICLE 47 DURATION**

**Section 47.1.** This Agreement shall be effective upon signing by both parties and shall remain in full force and effect until midnight July 31, 2016, provided, however, that it shall be renewed automatically on its termination date for another year in the form in which it has been written unless one party gives written notice to the other party.

**Section 47.2.** Not less than ninety (90) days prior to the termination of this Agreement, the parties shall meet for the purpose of negotiating the terms and conditions of a new Agreement. Should the parties fail to reach an Agreement thirty (30) days prior to the termination date, they shall jointly request the Federal Mediation and Conciliation Service or the State Employment Relations Board to assist them in reaching a settlement.

**Section 47.3.** In the event the parties have not reached a new Agreement by the termination date, the Union and its members shall have the right to strike in accordance with the provisions of Chapter 4117 of the Revised Code.

**Section 47.4.** The provisions of Sections 45.2 and 45.3 of this Agreement constitute the sole and

exclusive means for resolution of any negotiation impasse between the parties and shall supplant any provisions of Chapter 4117.14 of the Revised Code which might otherwise apply.

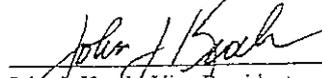
**Section 47.5.** The Employer and the Union agree to re-open negotiations in accordance with this Article 47, for the third year of this agreement concerning the following issues:

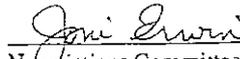
- Article 37, Health Insurance
- Article 39. Wages (Appendix A)

SIGNATURE PAGE

FOR PICKAWAY COUNTY DJFS

  
Joy Ewing, Director

  
John J. Kroty, Vice President  
Clemens, Nelson & Associates, Inc.

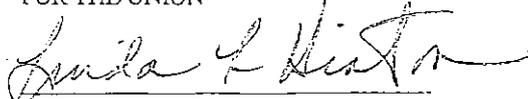
  
Negotiations Committee Member

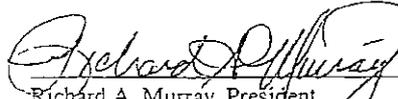
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Negotiations Committee Member

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Negotiations Committee Member

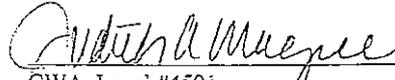
Date: 9-26-13

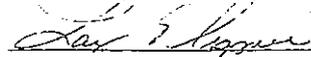
FOR THE UNION

  
Linda L. Hinton  
Vice President  
CWA, District 4

  
Richard A. Murray, President  
CWA LOCAL 4501, AFL-CIO, CLC

\_\_\_\_\_  
Mike Moses, Legal Counsel

  
CWA Local #4501

  
Negotiations Committee Member

  
Negotiations Committee Member

  
Negotiations Committee Member

  
Negotiations Committee Member

Date: 9-26-13

**APPENDIX A**

**BARGAINING UNIT EMPLOYEE  
HOURLY BASE SCALE**

The following wage rates will be effective July 1:

Pay Range	Effective 10/01/13	Effective 07/01/14
23	12.47	12.87
24	13.45	13.85
25	14.32	14.72
26	15.05	15.45
27	16.36	16.76
28	17.61	18.01
29	18.42	18.82
30	20.06	20.46

**LONGEVITY SCALE**

The following rates will be effective 10-01-2013:

Yrs of Service	% Base	Range	23	24	25	26	27	28	29	30
		Base Rate	12.47	13.45	14.32	15.05	16.36	17.61	18.42	20.06
5	.03		.37	.40	.43	.45	.49	.53	.55	.60
6	.036		.45	.48	.52	.54	.59	.63	.66	.72
7	.042		.52	.56	.60	.63	.69	.74	.77	.84
8	.048		.60	.65	.69	.72	.79	.85	.88	.96
9	.054		.67	.73	.77	.81	.88	.95	.99	1.08
10	.06		.75	.81	.86	.90	.98	1.06	1.11	1.20
11	.066		.82	.89	.95	.99	1.08	1.16	1.22	1.32
12	.072		.90	.97	1.03	1.08	1.18	1.27	1.33	1.44
13	.078		.97	1.05	1.12	1.17	1.28	1.37	1.44	1.56
14	.084		1.05	1.13	1.20	1.26	1.37	1.48	1.55	1.69
15	.09		1.12	1.21	1.29	1.35	1.47	1.58	1.66	1.81
16	.096		1.20	1.29	1.37	1.44	1.57	1.69	1.77	1.93
17	.102		1.27	1.37	1.46	1.54	1.67	1.80	1.88	2.05
18	.108		1.35	1.45	1.55	1.63	1.77	1.90	1.99	2.17
19	.114		1.42	1.53	1.63	1.72	1.87	2.01	2.10	2.29
20	.12		1.50	1.61	1.72	1.81	1.96	2.11	2.21	2.41

### LONGEVITY SCALE

The following rates will be effective 7-01-2014:

Yrs of Service	% Base	Range	23	24	25	26	27	28	29	30
		Base Rate	12.87	13.85	14.72	15.45	16.76	18.01	18.82	20.46
5	.03		.39	.42	.44	.46	.50	.54	.56	.61
6	.036		.46	.50	.53	.56	.60	.65	.68	.74
7	.042		.54	.58	.62	.65	.70	.76	.79	.86
8	.048		.62	.66	.71	.74	.80	.86	.90	.98
9	.054		.69	.75	.79	.83	.91	.97	1.02	1.10
10	.06		.77	.83	.88	.93	1.01	1.08	1.13	1.23
11	.066		.85	.91	.97	1.02	1.11	1.19	1.24	1.35
12	.072		.93	1.00	1.06	1.11	1.21	1.30	1.36	1.47
13	.078		1.00	1.08	1.15	1.21	1.31	1.40	1.47	1.60
14	.084		1.08	1.16	1.24	1.30	1.41	1.51	1.58	1.72
15	.09		1.16	1.25	1.32	1.39	1.51	1.62	1.69	1.84
16	.096		1.24	1.33	1.41	1.48	1.61	1.73	1.81	1.96
17	.102		1.31	1.41	1.50	1.58	1.71	1.84	1.92	2.09
18	.108		1.39	1.50	1.59	1.67	1.81	1.95	2.03	2.21
19	.114		1.47	1.58	1.68	1.76	1.91	2.05	2.15	2.33
20	.12		1.54	1.66	1.77	1.85	2.01	2.16	2.26	2.46

**APPENDIX B**  
**BARGAINING UNIT EMPLOYEE JOB CLASSIFICATIONS**  
**AND CORRESPONDING PAY RANGE**

<b>Classification</b>	<b>Pay Range</b>
Clerical Series	
Clerical Specialist 4	26
Clerical Specialist 3	25
Clerical Specialist 2	24
Clerical Specialist 1	23
Eligibility Referral Series	
Eligibility Referral Specialist 3	30
Eligibility Referral Specialist 2	28
Eligibility Referral Specialist 1	27
Case Manager Series	
Case Manager 2	30
Case Manager 1	28
Investigator Series	
Investigator 2	29
Investigator 1	27
Account Clerk Series	
Account Clerk 2	28
Account Clerk 1	27
Social Services Series	
Social Services Worker 1	26
Legal Specialist Series	
Legal Specialist	27
Unit Support Worker Series	
Unit Support Worker 2	25

**CONVERSION CHART**

**OLD TITLES**

**NEW TITLES**

Account Clerk 3 .....	Account Clerk 2
Account Clerk 2 .....	Account Clerk 1
Clerk 2 .....	Clerical Specialist 1
Clerical Specialist .....	Clerical Specialist 3
Data Entry Operator 2 .....	Clerical Specialist 3
Employment Services (Case Manager) Counselor .....	Eligibility Referral Specialist 2
Employment Services Representative .....	Eligibility Referral Specialist 2
Income Maintenance Aide 2 .....	Unit Support Worker 2
Income Maintenance Worker 2, 3 .....	Eligibility Referral Specialist 1, 2
Investigator 1, 2 .....	Investigator 1
Investigator 3 .....	Investigator 2
Secretary 1 .....	Clerical Specialist 4
Social Service Aide 2 .....	Unit Support Worker 2
Social Service Worker 1, 2 .....	Social Service Worker 1
Typist 2 .....	Clerical Specialist 3
Word Processing Specialist .....	Clerical Specialist 2
Caseworker .....	Child Support Case Manager 1
Legal Assistant .....	Legal Specialist
Customer Service Representative .....	Clerical Specialist 3
Lead Worker .....	Eligibility Referral Specialist 3 or; Child Support Case Manager 2