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TABLE OF CONTENTS

ARTICLE

NUMBER	TITLE	PAGE
	Preamble	1
1	Recognition	1
2	Management Rights	2
3	Council Business	2
4	Non-Discrimination	4
5	Council Security	5
6	Grievance Procedure	5
7	Labor Management Committee	8
8	Seniority	8
9	Probationary Periods	9
10	Postings & Promotions	9
11	Safety & Health	10
12	Work Rules	10
13	Discipline/Corrective Actions	11
14	Personnel Records	13
15	Position Descriptions	13
16	Layoff & Recall	14
17	Hours of Work & Workload	15
18	Rest Periods	17
19	Performance Evaluations	17
20	Holidays	18
21	Vacation	19
22	Sick Leave	20
23	Personal Days	21
24	Catastrophic Illness or Injury	22
25	Work-Related Injury	23
26	Civil Leave	24
27	Insurance	24
28	Maternity/Adoption	25
29	Leave of Absence	26
30	Military Leave	27
31	Leave Notification	28
32	Medical Examinations	28
33	Wages	29
34	Step Increases	30
35	Mileage & Vehicles	31
36	Tuition Reimbursement, Training & Licensing	31
37	Contracting Out, Successors, & Assignees	32
38	Printing of Contract	33
39	Savings Clause	33
40	Duration of Contract	34
Appendix A	Wage Scale	
	Signatures	

PREAMBLE

This agreement is entered into by and between the Henry County Department of Job and Family Services, and the Professionals Guild of Ohio on behalf of the employees in the bargaining unit hereinafter defined.

The purpose of this agreement is to comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understanding and agreement between the parties governing wages, hours, terms and other conditions of employment for those employees included in the bargaining unit defined herein.

The following definitions will apply as used in this agreement.

Agency: The Henry County Department of Job and Family Services

Bargaining Unit: the collective bargaining unit lawfully established through 4117 of the ORC, and certified by the State Employment Relations Board on April 5, 2001, Case Number 00-REP-11-0246.

Council: The Professionals Guild of Ohio

Day: A calendar day, unless otherwise defined within an article of this agreement.

Director: The Director of the Henry County Department of Job and Family Services

Employee: A person, employed by the Agency, who is a part of the bargaining unit specifically defined in this agreement and certified by the State Employment Relations Board on April 5, 2001, Case Number 00-REP-11-0246.

Employer: The Henry County Department of Job and Family Services

Workday: Monday through Friday, excluding holidays and other days when the Employer is closed.

No section of the civil service laws contained in Ohio Revised Code Section 124.01 through section 124.56, section 9.44 and section 325.19 shall apply to employees of the bargaining unit, in relation to those matters covered by this agreement and subject to this agreement's grievance and arbitration procedures. It is expressly understood that the Ohio Department of Administrative Services [DAS] and the State Personnel Board of Review [SPBR] shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except as specified by Ohio Revised Code 4117.08[B].

ARTICLE I RECOGNITION

Section 1.1: The Employer recognizes and acknowledges the Council as the sole and exclusive collective bargaining representative of the Agency's professional employees, including probationary employees, included in the bargaining unit as follows:

Social Services Worker 1
Social Services Worker 2

The rights accorded to the Council by this agreement shall not be given to any other employee organization by the Employer, for the bargaining unit specified in this section, during the duration of this Agreement.

Section 1.2: In the event the Employer creates new social service classifications, which are professional in nature, such classifications shall become part of the bargaining unit if not excluded under O.R.C. 4117.

Section 1.3: There shall be no changes to benefits or conditions of employment currently enjoyed by bargaining unit employees, except as provided by this Agreement, for the duration of this Agreement.

Section 1.4: The Council recognizes its responsibility as sole and exclusive agent to represent all bargaining unit employees, regardless of an employee's status as a member or non-member of the Council.

ARTICLE 2 MANAGEMENT RIGHTS

Section 2.1: It is understood and agreed to by the Council that the Employer retains all its rights pursuant to Section 4117.08[C], of the Ohio Revised Code. Specifically, the Employer retains the exclusive right and authority to:

- A. determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure
- B. direct, supervise, evaluate, or hire employees
- C. maintain and improve the efficiency and effectiveness of governmental operations
- D. determine the overall methods, process, means or personnel by which governmental operations are to be conducted
- E. suspend, discipline, demote or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain employees
- F. determine the adequacy of the work force
- G. determine the overall mission of the Employer as a unit of government
- H. effectively manage the work force
- I. take actions to carry out the mission of the public employer as a governmental unit.

ARTICLE 3 COUNCIL BUSINESS

Section 3.1: The Employer shall recognize only one [1] employee to act as the local Council President, and only one [1] employee to act as the local Council Vice President for the purpose of local representation as specifically outlined in this agreement. No employee, however, shall be recognized as a Council President or Vice President by the Employer until the Council has presented to the Employer a written certification of that person[s] selection.

Section 3.2: In the absence of the Council President, the duties, rights and privileges provided herein shall be vested in the Council Vice-President.

Section 3.3: The Employer agrees to furnish to the Council President a list of personnel transactions that involve additions to, or deletions from, the bargaining unit upon adoption of this agreement, and thereafter when there are changes. The Employer will include in the list newly appointed employees, and employees promoted, demoted, or transferred into or out of the bargaining unit. The list will show names, addresses, classifications, work area and effective dates of the transitions.

Section 3.4: Upon adoption of this agreement, the Council shall provide to the Employer a written official roster of one [1] Council Representative, and one [1] alternate Council representative, which list shall include the following:

- A. the representative's name
- B. Council Office Address
- C. Council Office, cellular, & home telephone numbers
- D. Council position held

Council representatives may consult with bargaining unit members on the Employer's premises before the start of, and at the completion of, the work day and they shall be permitted access to work areas at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes and for the purpose of ensuring that the provisions and aims of this agreement are properly followed.

Section 3.5: Rules governing the activity of Council representation on the Agency's premises and during employee work time are as follows.

- A. The Council agrees that no representative of the Council, employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of any bargaining or non-bargaining unit employee. The Council further agrees not to conduct Council business during work hours, except to the extent specifically authorized by this Agreement.
- B. Council representatives shall not enter any work areas of the Employer without first notifying the Employer, including the general nature of the Council activity.
- C. The Council shall be permitted to hold meetings on Agency property. Requests for such meetings shall be made with seventy-two [72] hours advance notice to the Agency. Such meetings shall be held on non-work time and in designated non-work areas. The Council shall be responsible for following the rules of use, security and maintenance expected for all outside organizations using the Agency's facilities.

Section 3.6: The Council President or designee may make up to a twenty [20] minute presentation at new employee orientation programs, the scheduling of which shall typically be on the employee's first day of employment except when the Council President or designee is unavailable due to absence or workload demands. In such case, the scheduling shall take place the following day, or as close as possible to the employees first day of employment, at a time approved by the Employer. The Council President's or designee's participation in the orientation program may include only informing the new employee about the benefits of union membership, and other Council matters, and shall not, in any manner, undermine the Employer or its relationship with the new employee. The Employer will be present during the twenty [20] minute Council President's or designee's orientation presentation.

Section 3.7: Leave of absence with pay, not to exceed three [3] workdays per year, shall be granted to the Council President or designee for Council conventions, conferences or workshops. Such time off shall be requested in writing, at least thirty [30] days in advance, and shall not be arbitrarily withheld by the employer.

Section 3.8: The Employer agrees to provide bulletin board space of 2 feet by 3 feet size for the posting of Council information, to be located in a mutually agreed upon area. Material posted on this bulletin board shall relate only to:

- A. Union recreational and social affairs
- B. notice of Union meetings
- C. Union appointments

- D. notice of Union elections
- E. results of Union elections
- F. reports of non-political standing committees and independent non-political arms of the Union; and
- G. non-political publications, rulings or policies of the Union.

All other notices of any kind must receive prior approval of the Director before they may be posted.

Section 3.9: Council notices, posted on the bulletin board in accordance with this Article, shall be signed by the Council President or Council representative. Only the Council President or Council representative may remove a posting.

Section 3.10: It is understood that no material may be posted on the bulletin board, at any time, which contains the following:

- A. personal attacks on any employee, within or outside of the bargaining unit
- B. scandalous, scurrilous, or derogatory attacks upon the Employer, or any other governmental unit or official
- C. attacks on, and/or favorable or unfavorable comments regarding a candidate for public office
- D. any partisan political material
- E. morally offensive materials or materials that conflict with the Agency's sexual harassment or other policies or work rules
- F. material which adversely reflects upon the integrity or reputation of the Employer, other county officials or any other person.

Section 3.11: No Council-related materials of any kind may be posted anywhere in the Employer's facilities, or on the Employer's equipment, except on the Council bulletin board. Upon request of the Employer, the Council shall cause the immediate removal of any material posted in violation of this Article.

Section 3.12: The Council shall have the right to use employee mailboxes and e-mail boxes for the distribution of Council material, with the understanding that mail and e-mail received through the Agency's systems are subject to monitoring by the Employer.

ARTICLE 4 NON-DISCRIMINATION

Section 4.1: The Employer and Council agree that the provisions of this agreement shall be applied equally to all employees, without regard to age, gender, sexual orientation, marital status, race, color, creed, disability, national origin, religion, and veteran status.

Section 4.2: The Employer shall not interfere with the rights of employees to become members of the Council. The Employer shall not discriminate against employees because of Council activity, in so far as such activity is consistent with the provisions of the articles specified in this Agreement.

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

Section 4.3: Management and Council recognize their respective responsibilities under Federal and State Civil Rights Laws, constitutional and statutory requirements. Therefore, Management and the Council hereby reaffirm their commitments, legal and moral, not to discriminate in any manner relating to employment on the basis of age, gender, marital status, sexual orientation, race, color, creed, disability, national origin, religion, or veteran status, nor to knowingly permit any occurrence of sexual harassment.

ARTICLE 5 COUNCIL SECURITY

Section 5.1 Dues Deduction: The Employer will deduct normal and customary dues from the monthly wages and salaries of all Council members. The Council will notify, in writing, the Employer and County Auditor of the dues it charges and the roster of its current membership. The Council will update membership roster and union due amounts as they change. Prior to dues being deducted, individual employees shall submit a written authorization for dues deductions. Dues will be deducted no later than thirty [30] days subsequent to the filing of the written application and employee authorization for deduction. The Employer shall be relieved from making such deductions upon the employee's separation from employment, promotion or transfer to a job other than one covered by the bargaining unit, layoff from work or unpaid leave of absence.

Section 5.2 Fair Share Fee: The Employer agrees that after sixty [60] days following the beginning of employment, the employees in the bargaining unit, who are not members of the Council, shall pay a fair share fee. This arrangement does not require any employee to become a member of the Council, nor shall fair share fees exceed the dues currently paid by members of the Council who are in the same bargaining unit. The non-member employee shall have all rights described under section 4117.09 of the Ohio Revised Code.

Section 5.3 Submission of Dues to Council: All deductions under this Article, along with an alphabetical list of names of all employees whose dues have been deducted, shall be transmitted to the Council within thirty [30] days following the date of the deduction, and upon receipt, the Council shall assume full responsibility for the disposition of all funds deducted. The Council agrees that upon receipt of the dues collected by the Employer, that it has the sole and exclusive obligation and responsibility for distribution of the funds. All dues collected by the Employer on behalf of the Council shall be submitted to the Council to the person or office designated to the Employer, in writing, by the Council.

Section 5.4 Indemnification: The Council agrees to hold the Employer harmless from any and all claims, actions, demands, or suits, filed by employees arising from dues deductions authorized under this article.

ARTICLE 6 GRIEVANCE PROCEDURE

Section 6.1: A grievance is any dispute which the Council, a bargaining unit member or the Employer has concerning the interpretation, application, or alleged violation of any provision of this Agreement. Employees may also appeal enforcement of Employer work rules but only up to step 2 of this grievance procedure.

Section 6.2: All grievances must be processed at the proper step in the progression in order to be considered at the next step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. Any grievance not answered by the Employer within the stipulated time limits, may be advanced by the employee to the next step in the grievance procedure.

The investigation and writing of grievances shall be on non-work time and therefore is non-compensable time. Grievance meetings and hearings will be at a mutually agreed-upon time and places. If grievance hearings are scheduled during an employee's regular work hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 6.3: All grievances are to be settled in accordance with the three [3] step grievance procedure set forth below, except as specifically provided otherwise in this Agreement. The grievant shall identify in writing that part of the Agreement about which s/he is aggrieved.

Section 6.4: Where a group of the bargaining unit members desire to file a grievance involving a situation affecting more than one [1] member of the bargaining unit in a same or similar manner, one [1] member selected by such group will process the grievance. The names of each employee on behalf of which the grievance is filed shall be made available at the first hearing.

Section 6.5: Time limits set forth herein may only be extended by mutual agreement between the parties, which agreement shall be in writing. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. The parties may, by mutual agreement, waive any steps of this Article. Written Reprimands, taken by the Employer against any employee, may be appealed up to Step 2 of the grievance procedure, but may not be appealed to Step 3.

Section 6.6: It is the mutual desire of the Employer and the Council 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 Council to effect the resolution of grievances at the earliest possible step.

Section 6.7: All grievances and responses shall be submitted and processed, in writing, on the mutually agreed upon Union grievance form, and shall contain at least the following information.

- A. Aggrieved employee's name and signature
- B. Date grievance was filed, in writing,
- C. Date and time grievance occurred
- D. Where grievance occurred
- E. Description of the incident giving rise to the grievance
- F. Articles and sections of the agreement violated
- G. Desired remedy to resolve the grievance.

Section 6.8: An employee may first discuss a complaint with the employee's immediate supervisor. It shall be discussed verbally and if settled, no further action shall be taken.

Section 6.9: Grievance Procedure Steps

Step 1 - Immediate Supervisor: The aggrieved employee or group of employees must present the grievance to his/her immediate supervisor in writing within ten [10] actual working days of the grievant becoming aware of the occurrence of the act or acts about which there is a complaint. The aggrieved employee has the right to have a Council President and/or staff representative in attendance at the meeting if s/he so requests. The immediate supervisor shall reply to the grievant, in writing, within five [5] actual working days after the grievance is presented. If the employee does not agree with the response or does not receive a reply to his/her written grievance within five [5] working days, his/her grievance may be taken to Step 2 of the grievance procedure. A Step 2 grievance must be filed within five [5] working days after the employee receives his/her reply or should have received his/her reply.

Step 2 - Director: An employee or group of employees whose grievance has not been answered under Step 1 of this procedure or has been answered, but not settled under Step 1 of this procedure, may refer the grievance to the Director or designee within five [5] working days following receipt of the answer from Step 1, or five [5] working days from the date the answer should have been received and no answer was filed. The Director or his/her designee will investigate, make inquiries, and hold a hearing on the grievance and provide a written reply within five [5] actual working days to the aggrieved employee. If the employee does not receive a satisfactory reply to his written grievance within five [5] working days, or if the employee received no reply to his/her written grievance at the end of the five [5] working days, the Council may take his/her grievance to Step 3 of the grievance procedure within twenty five [25] working days after the date the reply was, or should have been, received.

Step 3 - Arbitration: If the grievance is not settled in accordance with the foregoing procedure, the Council may refer the grievance to binding arbitration within twenty-five [25] working days after receipt of the Director's answer in Step 2. The decision of the arbitrator shall be final and binding.

Section 6.10 Selection of Arbitrator: The parties shall attempt to agree upon an arbitrator within five [5] working days after receipt of notice of referral, and in the event the parties are unable to agree upon an arbitrator within said five [5] working day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of seven [7] arbitrators.

Either party may reject one [1] entire panel. Both the Employer and the Professionals Guild of Ohio shall have the right to strike three [3] names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike second name, the first party a third name, and the other party a fourth name, and the first party a fifth name, and the other party a sixth name, and the remaining person shall be the arbitrator. Except as otherwise specified by this Agreement, the rules of the American Arbitration Association shall apply. All arbitration hearings shall be held in Henry County, Ohio, unless the parties mutually agree otherwise.

Section 6.11 Scope of Authority: The arbitrator shall act in a judicial, not legislative capacity and shall have no right to recommend to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall only consider, and make a decision, with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him/her.

Section 6.12 Arbitrator Decision & Remedy: In the event the arbitrator finds a violation of this agreement, s/he shall fashion an appropriate remedy. The arbitrator shall submit in writing his/her decision within thirty [30] calendar days following the close of the hearing, or the submission of briefs by the parties, whichever is later, unless the parties in writing agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the expressed terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

Section 6.13 Fees: Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Council. The fees and expenses of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, any other fees of the arbitrator, or the cost of a hearing room shall be borne by the losing party. Each party shall be responsible for compensating its own representative and non-employee witnesses.

The Council or Employer may withdraw its request to arbitrate at any time prior to the actual hearing. Cancellation fees, if any are due to the arbitrator, shall be paid by the party [or parties] canceling the arbitration.

Section 6.14 Consolidation of Grievances: Two or more grievances may not be joined or consolidated for hearing by an arbitrator except upon agreement of both parties.

Section 6.15 Employee compensation: An employee, whose attendance is required for a grievance hearing, shall be paid for all time spent at the hearing that occurs during the employee's normal work schedule. An employee, whose attendance is required outside of their normally scheduled hours, will not be compensated.

Section 6.16 Grievance Form: The Council shall have responsibility for the duplication, distribution, and their own accounting for the Union grievance form. The approved and agreed upon grievance form appears as appendix B of this agreement.

ARTICLE 7 LABOR MANAGEMENT COMMITTEE

Section 7.1: The Labor Management committee shall be formed consisting of no more than four [4] persons, two [2] from the Employer, and two [2] from the Council, consisting of either two [2] bargaining unit members or one bargaining unit member and one Union representative from Columbus. This committee shall meet to discuss pending problems and promote a harmonious Labor Management relationship. Labor Management meetings are not intended to be negotiation sessions, or to alter or amend this basic agreement.

Section 7.2: The members of the Committee, attending Labor Management meetings shall not, if the meetings are held during normal duty hours, suffer any loss of pay for the time spent in such meetings. If meetings are held after an employee's scheduled work hours, then such time shall not be compensable. Meetings will typically be held during working hours, but may be scheduled after upon mutual agreement of both the Employer and the Council.

Section 7.3: Labor Management Meetings will normally be held no more than once per month, with either the Committee or the Employer maintaining authority to call a meeting. Labor/Management meetings that have been requested shall be convened as soon as possible, with the scheduling of the meeting made upon mutual agreement of both parties. The party requesting the meeting shall furnish the agenda, at least five [5] working days in advance of the scheduled meeting, with a list of the matters to be discussed in the meeting. Special additional Labor Management Meetings may be scheduled over and above one per month, with mutual agreement of both parties, to discuss urgent time-sensitive issues.

Section 7.4: When the Labor Management Meeting is held during normal working hours, the name of the bargaining unit Committee member, who will be attending on behalf of the Council, shall be submitted to the Employer, at least five [5] working days in advance of the date of the meeting, to allow for scheduling adjustments.

ARTICLE 8 SENIORITY

Section 8.1: For the purposes of this agreement, seniority shall be computed on the basis of length of employment as a full-time, part-time and/or intermittent employee of the Employer.

Section 8.2: The seniority date of a full-time employee who has part-time and/or intermittent service with the Employer shall be adjusted to factor in, on a prorated basis, based upon the number of hours worked while in such status.

Section 8.3: Time spent on unpaid leave of absence, beyond thirty [30] days, and all time spent on layoff shall not be counted in determining accumulated seniority.

Section 8.4: Employees shall lose seniority rights upon any of the following:

- A. discharge for cause
- B. layoff in excess of twelve months
- C. failure to return to work upon recall from layoff
- D. failure to return to work upon expiration of a leave of absence

ARTICLE 9 PROBATIONARY PERIODS

9.1 New Hires

- A. Every employee, newly hired into the Agency, 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 and eighty [180] days. Time spent on leave without pay shall not count toward completion of the probationary period.
- B. A newly hired probationary employee may be discharged any time during his/her probationary period and shall have no right to the grievance procedure. No appointment to employment is final until the employee has satisfactorily completed the probationary period, and the continuation of employment beyond the probationary period shall be the prerogative of the Agency.
- C. Upon agreement of the affected employee, the Council and the Employer, an employee's probationary period may be extended for not more than ninety [90] days.

9.2 Promotions

- A. An employee who applies for and receives a promotion to a vacant promotional social service position within the bargaining unit shall serve a probationary period of one hundred and eighty [180] days in the promotional position.
- B. During the promotional probationary period, the employee shall be given the necessary time and training to become accustomed to the job and learn to perform the duties of the position. An employee who fails to satisfactorily perform in the promotional position during the probationary period, may be reduced to his/her classification from which the employee was promoted, at the same amount of pay the employee was making immediately prior to the promotion. If the employee, absent the promotion, would have been eligible for a pay increase in the classification from which s/he was promoted, the employee will be granted such increase at the time of demotion. A demotion shall not, in and of itself, be considered a disciplinary action.-
- C. An employee who is demoted during the promotional probationary period shall have no right to the grievance procedure relating to the demotion. Such employee may, however, during the probationary period, grieve other matters not directly related to the demotion in accordance with the terms and conditions of this Agreement.

ARTICLE 10 POSTINGS AND PROMOTIONS

Section 10.1: Vacancies that occur in Social Service Worker 1 positions are considered entry level into the classification series, and therefore shall normally be filled from persons outside of the bargaining unit.

Section 10.2: A notice of all vacancies of promotional social service positions within the bargaining unit shall be posted on appropriate bulletin boards for a minimum of five [5] working days from the time when the Employer determines to fill the vacancy. The notice will show the job classification, qualification requirements, rate of pay, and appointment status. Those employees who wish to be considered for the posted job must file a written application with the Agency by the end of the 5 day posting period.

Section 10.3: All timely-filed applications will be reviewed by the Employer. Selection for bargaining unit positions will be made objectively on the basis of the applicant's:

- A. education, knowledge and job skill
- B. performance evaluations with the agency
- C. work record with the agency
- D. successful job-related experience and
- E. ability to perform the work in question.

If the above qualifications to perform the work of two or more applicants are substantially equal, as determined by the Employer, the employee with the most seniority will be given preference.

Section 10.4: If the Employer determines that no current employee is qualified for the vacant promotional social service position, the Employer may seek applications from persons outside of the bargaining unit.

Section 10.5: The employer may hire employees for temporary assignments which last no longer than six months in duration.

ARTICLE 11 SAFETY & HEALTH

Section 11.1: The Employer agrees to comply with all laws applicable to its operations concerning the safety and health of employees covered by this agreement. All employees shall comply with all safety and health rules and regulations established by the Employer. The Employer and the Council agree to work cooperatively in maintaining safety in the Agency.

Section 11.2: If an employee has justifiable reason to believe that his/her health and safety are in danger due to an alleged unsafe working condition, s/he shall inform the Employer who shall determine what action, if any, should be taken to protect the employee's safety or health.

Section 11.3: Each employee, who in his/her position description is required to work in the field as part of the employee's regular duties, shall be provided with a cellular telephone.

ARTICLE 12 WORK RULES

Section 12.1: The Employer will establish and furnish the Council with a copy of all written work rules within sixty [60] days of the execution of this Agreement. Thereafter, the Employer may establish or change work rules in accordance with need, in so far as such work rules are consistent with the provisions specified in this agreement.

Section 12.2: All future work rules shall be subject to the following conditions before becoming effective.

- A. When the Employer proposes to establish new or revised work rules, the employer shall provide a written copy of the new or revised work rules to the Council President ten [10] working days before its effective date and the new or revised work rule shall also be

adequately and prominently posted on bulletin boards during the aforementioned ten [10] day period.

- B. The parties shall meet with the Council President during this ten [10] day period to review the work rule.
- C. Upon expiration of ten [10] working days or completion of 'b' above the employer shall furnish to each employee a copy of the new or revised work rule that applies to the employee.

Section 12.3: All work rules shall be uniformly applied, administered and enforced. Enforcement of a work rule may be grieved in accordance with the provisions specified in Article 6.1.

ARTICLE 13

DISCIPLINE/CORRECTIVE ACTIONS

Section 13.1: It is agreed that the Employer has the right to discipline/impose corrective action or discharge employees for just cause. It is further agreed that disciplinary corrective action will be initiated within a reasonable time following knowledge by the Employer of the events upon which the disciplinary / corrective action is based.

Section 13.2: The Employer will apply discipline/corrective action progressively, except, however, certain offenses, of serious or gross misconduct by their nature, may be severe enough to require immediate discharge or other appropriate remedy.

Forms of disciplinary / corrective action, but not necessarily the order of discipline, are as follows:

- A. Verbal Reprimand
- B. Written Reprimand
- C. Suspension Without Pay
- D. Discharge from employment

Each form of disciplinary/corrective action listed above shall be documented in writing and retained in the employee's personnel file for the duration of time specified in section 13.3.

Discipline /Corrective Action shall be appropriate to the severity of the offense, and shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. Accordingly, the forms of discipline / corrective action listed above do not necessarily represent a systematic order to be followed in all instances.

Section 13.3: Documentation of verbal and written reprimands issued after the effective date of this agreement will remain in an employee's file for twelve [12] months subsequent to the date of the reprimand. Suspensions will remain in an employee's file for twenty-four [24] months subsequent to the date of suspension. In the event of another disciplinary action of any kind within the 12 or 24 month period, whichever is applicable, the date for removing the disciplinary action record shall be extended 24 months from the date any subsequent disciplinary action was issued. Extension of the 24 month time frame shall continue until the employee does not have any subsequent disciplinary actions for 24 consecutive months in which case any discipline records on file become inactive and will be removed from the employee's file. Such records shall be retained in accordance with the Ohio Public Records Law and the County's Records Retention Commission requirements.

Section 13.4: Anytime the Employer has reason to discipline / impose corrective action on an employee as defined in Section 13.2 of this Article, it shall be done privately, out of the sight and sound of other employees and the public.

Section 13.5: Whenever the Employer believes that an employee may be subject to a suspension or discharge, the Employer will notify the employee that s/he is entitled to a pre-disciplinary conference, and shall likewise notify the Council of the conference. Such notifications shall be made not less than seventy-two [72] hours prior to the scheduled starting time of the conference with the employee notified by certified mail, return receipt requested. The notice, signed by the Director [or designee in the absence of the Director] will contain at least the following information.

- A. Date that the conference notice is issued to the employee
- B. Employee's name
- C. Employee's classification title
- D. A description of the charges upon which may be the basis for disciplinary action
- E. The employee's right to have a Council or other representative present at the conference
- F. The date and time of the predisciplinary conference.

The Employer, at its option pending the conference, may place an employee on administrative leave, with pay.

Conferences will be held on the date and time scheduled, however, upon request of the Council, a conference may be postponed for up to, but no more than 72 hours.

Section 13.6: The employee may waive the conference in writing, or failure to attend the conference at the scheduled time or place will be deemed the employee's waiver of the right to the conference.

Section 13.7: At the conference, the employee or his/her representative will be asked to respond to the allegations of misconduct that were outlined to the employee. Failure to respond or respond truthfully may result in further disciplinary action.

Section 13.8: At the conference, the employee and the Employer may present testimony, witnesses, or documents that explain whether or not the alleged conduct or misconduct occurred. The employee shall provide a list of witnesses to the Employer as far in advance as possible, but not later than two [2] working hours prior to the conference. It is the responsibility of the party calling witnesses to notify the witnesses that their attendance is required. A witness may be called to provide testimony only when such witness has relevant knowledge of the incident or circumstances leading to the possible disciplinary action. Witnesses who are to provide substantially the same testimony shall select one person to serve as spokesperson, and only that person shall provide testimony on behalf of themselves and others.

Section 13.9: Predisciplinary conferences will be conducted by the Employer. Following the conference, the Employer will complete a predisciplinary conference report, with a copy submitted to the employee and his/her representative within forty-eight [48] hours of the date and time of the conference. Concurrent with, or following the submission of the report, the Employer will decide what discipline, if any, is appropriate.

Section 13.10: The employee subject to discipline, and the Council President or other employee acting as his/her representative shall not receive compensation if the hearing is held during non-work hours of that person. If the hearing is held during work hours, the employee will be compensated at his/her regular rate of pay.

Section 13.11: An employee shall be given a copy of any disciplinary action entered into his/her personnel record.

ARTICLE 14 PERSONNEL RECORDS

Section 14.1: Every employee shall be allowed to review his or her personnel file at any reasonable time during normal business office hours upon written request. Such request shall be made to the Human Resources Officer or designee. Such access to personnel files shall be within two [2] working days of said request.

Section 14.2: An employee may compile a list of the documents s/he finds in his/her personnel file effective as of the date of inspection, and insert a copy of that list in his/her file. However, the employee shall not have any right to remove, deface, or make any changes to any document contained in the personnel file.

Section 14.3: The Human Resources Officer or designee shall be present when employee inspects his/her records.

Section 14.4: If the Employer places a document in an employee's personnel file, a copy of the document shall be provided to the employee, without charge, at the time of its placement in the file. In the event the employee requests additional copies of documents in the personnel file, the Employer reserves the right to assess a \$.10 per page charge for such duplication. It is understood between parties to this Agreement that this access and provision for copies does not include Employer inquiries and references.

Section 14.5: Medical records, I-9 forms and other lawfully confidential records of all employees will be kept in separate files.

ARTICLE 15 POSITION DESCRIPTIONS

Section 15.1: The classification of positions by the Employer, the duties assigned to those positions, and the methodology used for classification is vested with the Employer.

Section 15.2: Each employee shall be provided with a copy of his/her position description. The Council shall be provided with all bargaining unit position descriptions. Employees shall not be required to perform work outside the duties set forth in their position descriptions, but shall be required to perform related duties not necessarily listed.

Section 15.3: When a new classification is established or an existing one substantially changed, the Employer will submit the new or revised description, in writing, to the Council. Within forty-five [45] days, the parties will meet to negotiate a rate of pay for the job. If no agreement can be reached by the parties, they will submit it to the third step of the grievance procedure. Among the factors to be considered in resolving the dispute are the rates paid in the labor market of comparable jobs and employers, skill, knowledge and abilities required in the job and the problem solving, know-how, accountability and working conditions in the job all in relationship to other jobs in the classification system.

ARTICLE 16

LAY-OFF AND RECALL

Section 16.1: When the Agency determines it is necessary to reduce the number of bargaining unit positions [other than through attrition of employees who resign, retire, or are terminated for cause] because of lack of funds, lack of work or job abolishment due to restructuring, the procedures set forth in this agreement shall govern the lay-off of employees.

Section 16.2: The Employer shall determine in which classifications layoffs will occur. Employees will be laid off within that classification based upon the employee's classification and seniority, with seniority calculated consistent with civil service requirements.

Section 16.3: As soon as feasible upon learning that layoffs may be necessary, the Employer shall notify the Council. The Employer and Council shall meet within 2 weeks of notification to discuss steps to prevent the lay-off of employees [if preventing the layoff is feasible]. Such steps could include, but not be limited to:

- A. offering other vacant Agency positions to employees in the affected classifications. Such an offer may be made only when a position is vacant, and when an employee is qualified for the position being offered. The Employer shall offer the appointment of an employee to an available vacant position based solely upon the Employer's assessment of the most qualified employee for the vacant position. In the event two or more employees are equally qualified for the same position, then the most senior employee will be offered the vacant position. The parties understand that no non-bargaining unit employee shall be bumped or otherwise lose their job due to application of this provision
- B. assisting employees who may desire and may be qualified to retire
- C. offering voluntary layoffs, in the classification designated for layoff, prior to imposing an involuntary layoff. Upon determination of the position/classifications for reduction in staff, the Agency shall post a notice seeking volunteers for layoff. The notice shall remain posted for five [5] working days prior to implementing the involuntary layoff. Should more than one employee volunteer for layoff, the Agency shall select the volunteer at its discretion based upon the employee's performance evaluations, work record, and disciplinary actions with the Agency.
- D. providing reasonable assistance and support to employees in the affected classifications in seeking and preparing for other employment. The Employer retains authority to determine what assistance and support is reasonable and will be given to affected employees.
- E. One of the options that may be discussed to avoid a reduction in positions is to reduce hours of work, however reduced work schedules will not be implemented without mutual agreement of the parties.

Section 16.4: An employee's notification of layoff will be made at least ten [10] working days prior to the effective date of layoff.

Section 16.5: Laid off employees shall remain on recall lists according to job classification for one [1] year from the effective date of the employee's layoff. Recall shall be in the reverse order of lay-off, and shall be to the same classification in which the employee was laid off. To be eligible for recall, employees must continue to be qualified to perform the responsibilities required for the position. The Agency shall have the burden of proving that an employee is not qualified, however, the employee likewise shall be required to cooperate in providing medical and other information, as requested, to assist the Employer in making such determination.

Section 16.6: The Agency shall notify the employee of recall by certified or registered mail sent to the last place of residence shown on the Agency's records. Each employee is responsible for providing to the Employer the employee's current address at the time of layoff, and for keeping it current. If the Agency has not received the employee's written acceptance of the offer of recall within five [5] days of the postmark, the offer shall lapse and the employee shall be removed from the recall list.

Section 16.7: Employees who are laid off may purchase the Agency's Hospitalization and Major Medical benefits provided for in this agreement, for eighteen [18] months after date of lay-off in accordance with COBRA requirements.

ARTICLE 17

HOURS OF WORK & WORKLOAD

Section 17.1 Standard Hours: The standard work week for all employees covered by this agreement shall be forty [40] hours per week Monday through Friday, and the work period shall be seven consecutive calendar days beginning on 12:01 a.m. Sunday through midnight the following Saturday. The normal workday shall be eight consecutive hours, although employees may be required to work overtime in accordance with the terms and conditions of this agreement. It is understood that regular and predictable attendance is an essential job function.

Section 17.2 Flexible Work Schedule: Full-time employees may work a flexible schedule but in accordance with the following terms and conditions.

- A. An employee is required to work during the Agency's core hours, between the hours of 10:00 a.m., and 3:00 p.m. Monday through Friday, [4½ hours paid; ½ meal break unpaid]. Or during the "Alternate Work Schedule" when the agency is closed Fridays at 12:00pm the core hours will be 9:00am and 3:00pm Monday through Thursday, 8:00am and 12:00pm on Friday. [5 ½ hours paid, ½ hour meal break unpaid Monday through Thursday].
- B. The remaining 3½ paid hours per day [Monday through Thursday], needed to complete the standard 40 hour week, will be scheduled by the employee, but with the prior knowledge and approval of the employee's supervisor or designee, so that the employee may effectively meet scheduling demands of the clients and service providers, provide services and fulfill other job responsibilities.
- C. The employee shall be responsible for ensuring that s/he flexes his/her time so to work the complete 40 hours per week, but without going over 40 hours in the work period, except as otherwise provided for in 17.7 of this Agreement. Holidays will be paid at 8 hours per day.
- D. The employee will comply with the notification and other requirements specified in section 17.4 of this Article.
- E. Employees assigned to maintenance of an on-going caseload and/or investigation duties, are generally eligible for the flexible work schedule. Employees assigned to the on-call duty are not eligible to work a flexible work schedule and will be in the office until close of business on Fridays.
- F. Under certain circumstances, the Executive Director, who maintains authority to approve or disapprove work at home, may permit an employee to perform certain types work at home in so far as such work would not compromise or impact negatively upon the integrity of case files.

Section 17.3 Meal Periods: Each employee shall be granted a one-half [1/2] hour unpaid meal period during each regular work shift. Lunches shall be taken between 11:00 a.m. and 2:00 p.m.

each workday. If an employee does not take his/her meal period between 11:00 a.m. and 2:00 p.m. then the employee's supervisor shall be so advised by the employee, and the supervisor shall schedule the employee's meal period after 2:00 p.m., or at the supervisor's discretion, the employee may be required to work through and be paid for such time. Meal periods shall be taken in accordance with the provisions set forth in Article 18 of this Agreement.

Section 17.4 Time Sheet & Itinerary: An employee is required to document his/her work time by completing, signing and submitting a time card and itinerary in accordance with the following provisions.

- A. Each employee shall complete and submit a manual or electronic itinerary weekly that reflects the employee's work schedule and appointments for the following week. The itinerary shall be submitted to the employee's supervisor prior to the close of business on the Friday before. During the course of the week, the employee shall also notify the employee's supervisor, or other designee, of any changes to the employee's itinerary as soon as possible after the change of itinerary is known. The Employer may hang a magnetic board in its office that reflects and tracks the employee's itinerary [and subsequent changes to it].
- B. The employee shall complete electronic time documentation during the course of the week to record and accurately reflect the employee's work activities and appointments, and the exact days and hours worked by the employee. Employees shall electronically record when they begin work and shall electronically record when they stop working; for unpaid lunches and for their two [2] paid fifteen [15] minute breaks employees will document these manually on their time card.
- C. Accurately completed and signed time cards are to be submitted to payroll weekly, on Monday at 8:30 a.m. for the previous week.
- D. Employees are to complete their own time cards. Completing another employee's time card is strictly prohibited.

Section 17.5 - Overtime: In accordance with Ohio Revised Code Section 4111.03, in the event that an employee in the bargaining unit works more than forty [40] hours in a week he/she shall elect to receive, at the rate of time and one-half, either compensatory time off or overtime pay for time worked over 40 hours in that work period.

For the purposes of calculating overtime, approved paid sick leave, legal holidays, vacation, and other approved paid leaves shall be considered time worked. Pyramiding of overtime is not permitted.

Section 17.6 - Compensatory Time: Compensatory time shall accrue to a total of two hundred forty [240] hours [calculated at 160 hours of overtime at the time and one-half rate]. Compensatory time shall be taken within 180 days after it is earned. Compensatory time not taken within such 180 days shall be paid to the employee. Compensatory time may be taken upon request of the employee, and approval of the employee's supervisor.

Section 17.7 - Overtime assignment & approval: Opportunities for overtime work not directly related to the completion of an employee's regular job assignments shall be rotated among qualified employees in order of seniority. All hours worked beyond the regular forty [40] hour workweek must be approved in advance by the Employer, except in those instances where an employee must respond to a caseload emergency when on-call. In such case, an employee is not required to request and receive prior approval to respond and travel to a call, and work on-site. However, the employee is required to report to the Employer the nature of the emergency and the time worked on the employee's next scheduled work day. The Employer may adjust an employee's schedule and re-schedule his/her hours of work so that the employee does not work more than

forty [40] hours during a work period, in so far as such adjustment occurs within the same work period in which the employee worked outside of his scheduled hours.

ARTICLE 18 REST PERIODS

Section 18.1: Each employee shall receive a rest period of fifteen [15] minutes in each half of his/her shift, provided that s/he has worked at least two [2] hours in each half of that shift. Rest periods may not be used to cover an employee's late arrival to work. Employees are expected to schedule their work breaks at times that do not unduly interfere with the performance of job duties.

Section 18.2: Employees are permitted to attach one or both breaks to their one-half hour unpaid lunch period provided the employee works at least two [2] hours immediately prior to the morning break when attaching the morning break and works for at least two hours immediately following when attaching the afternoon rest period. The use of both breaks in conjunction with the lunch period would preclude an employee from taking a rest period throughout the remainder of the scheduled workday.

Section 18.3: Employees may use the afternoon break to depart early insofar as the departure meets the core hour requirements of Article 17.2[A] and the employee has met the requirements of Article 18.1.

Section 18.4: Employees may leave their work station to take their rest period in the lunch/breakroom or other areas outside of the agency provided that they can return to their work station at the conclusion of the fifteen [15] minute period.

Section 18.5: Breaks may be interrupted by call to duty and employees shall be expected to respond; however, employees will not be called to duty arbitrarily. Interrupted breaks may be rescheduled with the balance of break time taken within the same half shift period, on the same day.

Section 18.6: An employee will be paid for his/her 15-minute rest period insofar as the employee meets the requirements specified in Article 18.1, but will be required to document the time taken in accordance with the provisions specified in Article 17.4.

Section 18.7: An employee who does not take a break as provided for herein loses such break.

Section 18.8: A break room shall be provided for employees at the Agency's facility.

ARTICLE 19 PERFORMANCE EVALUATIONS

Section 19.1: Each employee shall be evaluated, no less often than annually, and within 30 calendar days prior to his/her anniversary date of most recent date of hire with the Agency. Evaluations shall be conducted by the employee's immediate supervisor, in conjunction with the Director. The supervisor shall complete the *Performance Evaluation* Form to accurately reflect and document the employee's performance on all performance criteria, identify performance areas requiring improvement, establish performance objectives for the next evaluation period, and develop a plan for improvement of performance. In the event of the immediate supervisor's absence, another member of management may complete the evaluation.

Section 19.2: Each probationary employee shall also be evaluated at the end of his/her probationary period [i.e., within 15 calendar days prior to the final day of the probationary period].

Section 19.3: Special evaluations may also be given, at the discretion of the Employer, to address continuing performance issues.

Section 19.4: Evaluations shall be based on a clear job description and other job-related criteria that has been provided, in writing, to the employee. Annual evaluations, not completed within thirty [30] days following the employee's anniversary date, may not be used to document disciplinary actions as provided for in Article 13.

Section 19.5: The supervisor shall discuss the evaluation with the employee and provide a copy of the completed form to the employee, including a copy of attachments. The employee shall be required to acknowledge that s/he was given an opportunity to review and discuss the evaluation by signing in the appropriate space.

Section 19.6: After reviewing, should the employee desire to submit a written reply, s/he must do so within three [3] working days. If such a reply is submitted within this time frame [three working days], it shall be attached to the evaluation and included in the employee's personnel file.

Section 19.7: The completed original form shall be retained in the employee's personnel file.

Section 19.8: Evaluations may be appealed through the grievance procedure, but only up to step 2.

ARTICLE 20 HOLIDAYS

Section 20.1: Each regular full-time employee is entitled to eight [8] hours of holiday pay for the following holidays.

New Year's Day

Martin Luther King Day

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Any day, if any, that the Henry County Commissioners declare as a holiday to other Henry County employees

Section 20.2: Holidays shall occur on the days specified in Section 1.14 of the Revised Code. In the event that any of the aforesaid holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforesaid holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 20.3: Employees shall be entitled to holiday pay if they work, or are on paid leave the last scheduled work day prior to the holiday, as well as the first scheduled work day following the holiday. Paid leave shall be defined as approved sick leave, vacation, or compensatory time, for the purposes of this Article.

Section 20.4: Holidays, with pay, shall be construed as time worked for the purpose of computing overtime, pursuant to the overtime provision of this Agreement. In the event an employee is scheduled and actually works on a holiday, the employee shall be paid, in addition to holiday pay,

time and one-half for such time worked, but shall not be considered time in active pay status for the purposes of overtime calculation.

ARTICLE 21

VACATION

Section 21.1: All regular full-time 40 hour per week employees shall be granted the following vacation leave, at the employee's regular hourly rate, based upon their length of service with the Agency and other political subdivisions of the State. One [1] year of service shall be computed on the basis of twenty-six [26] bi-weekly pay periods. Part-time employees who are regularly scheduled to work twenty hours or more per week shall earn vacation leave on a pro-rated basis according to the number of hours actually worked.

Section 21.2: Vacation accrual rates shall be as follows.

Length of Service	Vacation
Less than 1 year	0 hours
1 year, but less than 8 years	80 hours
8 years, but less than 15 years	120 hours
15 years, but less than 25 years	160 hours
25 years or more	200 hours

Section 21.3: Vacation leave shall be accrued to the employee between the employee's anniversary dates of employment each year. Employees will earn, on a biweekly basis, one-twenty-sixth [1/26th] of the amount of vacation hours earned annually. Vacation credits are not earned while an employee is in unpaid status.

Section 21.4: Vacation leave shall be utilized in the year in which it is earned. In the event an employee is unable to utilize his or her vacation leave due to circumstances beyond his or her control, the employee shall submit to the Employer a written request for consideration for approval to carry over the earned but unused vacation leave into the following year. Vacation leave, approved for carryover, will be used during that year, prior to the employee's next anniversary date. Such request for approval for carry over of vacation may be made annually not to exceed three consecutive years.

Vacation leave not carried over as provided for herein will be forfeited. Upon separation from employment, an employee who has completed at least one year of service with the Agency, is entitled to compensation at his/her current rate of pay for any earned, but unused vacation leave to his credit, at the time of separation.

Section 21.5: In the case of a death of an employee, the unused vacation leave and unpaid compensatory time to the credit of any such employee shall be paid in accordance with Section 2113.04 of the Ohio Revised Code or to his estate.

Section 21.6: Vacation scheduling is subject to the prior approval of the Employer who may deny any request based upon the Agency's operational needs, workload requirements, or other business reason. All vacation leave requests must be presented in writing, and submitted in accordance with the time frames specified in this Agreement (In accordance with Article 31). Approval shall not be withheld capriciously or unreasonably. Once approved, vacations may not be cancelled by management. A checklist of pending items to be completed prior to the employee's scheduled vacation of 5 or more days will be created and agreed upon by the employee and employee's direct

supervisor no less than 10 working days prior to the start of the vacation time frame. The checklist will be used to identify tasks that will have deadlines due prior to or during the vacation time frame that cannot wait until the employee's return from vacation and require the employee to complete prior to vacation onset (i.e. safety assessments, family assessments, case plans, completion of home visits, SACWIS entry of home visits completed, forms requested from other agencies and/or foster families, pending phone calls, etc). Overtime to complete these tasks may be approved by the Director upon written request from the employee. Failure to complete this task list may result in the appropriate discipline/corrective action being taken.

Section 21.7: Employees may take vacation in increments of one-half [1/2] hour.

Section 21.8: Time paid while on an official holiday as specified in this agreement shall not be deducted from the employee's vacation leave balance.

ARTICLE 22 SICK LEAVE

Section 22.1: Employees are entitled to .0575 hours paid sick leave for each completed paid hour of service to the Agency, while the employee is in active pay status. For purposes of this Article, active pay status shall include hours actually worked, or hours while on sick leave, compensatory time, paid holidays, or vacation leave status. Sick leave shall not accrue while an employee is on any unpaid status, including leave of absence, layoff, or suspension. An employee does not accrue sick leave while in overtime status.

Section 22.2: An employee may use sick leave in minimum increments of one half [1/2] hour. Unused sick leave shall be cumulative without limit.

Section 22.3: Employees may use sick leave, upon approval of the Employer, for absence due to only the following reasons.

- A. illness or injury of the employee
- B. illness or injury to a member of the employee's immediate family requiring the presence of the employee
- C. if a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee,
- D. when through exposure to a serious contagious disease, the presence of the employee at his/her job would seriously jeopardize the health of others;
- E. pregnancy, adoption and/or childbirth and other conditions related thereto;
- F. death of a member of the employee's immediate family. Sick leave will be granted not to exceed six [6] working days for the funeral of a member of an employee's immediate family.
- G. for routine medical, dental, optical, or psychological appointments for the employee or the employee's immediate family.

Section 22.4: For purposes of this section, immediate family is defined as grandparents, current grandparents-in-law, step-grandparents, brother, sister, current brother-in-law, current sister-in-law, step-brother, step-sister, current daughter-in-law, current son-in-law, father, current father-in-law, step-father, mother, current mother-in-law, step-mother, current spouse, current domestic partner, child, grandchild, guardian, or any other person who stands in place of parents.

Section 22.5: 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. Under no circumstances shall sick leave be advanced prior to it being accumulated.

Section 22.6: When the use of sick leave becomes necessary, the employee or some member of his/her immediate family shall notify the employee's immediate supervisor by telephone or messenger not later than one-half hour after the employee's scheduled starting time.

Section 22.7: Employees are required to comply with the sick leave rules and regulations, adopted by the Employer, which shall include, but is not limited to, requiring the employee to furnish a written, signed statement explaining the nature of the illness or other reasons to justify the use of sick leave. It is understood between the parties that employees failing to comply with sick leave rules and regulations shall not be paid for such leave.

Section 22.8: Application for sick leave with intent to defraud, falsification of a sick leave request and/or falsification of a doctor's certificate may result in dismissal, as well as refund of any salary or wages paid therefore.

Section 22.9: The Employer reserves the right to investigate and verify any employee's absence. The Employer may request a doctor's statement from an employee where there is indication of abuse of sick leave, including, but not limited to, excessive use, patterns of use or for reasons not specified in section 22.3. The Employer may require a second opinion from a physician of its choosing, the cost of which examination shall be paid for by the Agency.

Section 22.10 Sick Leave Conversion: Upon retirement from active service, an employee who has worked at least five [5] years, but less than ten [10] years with Henry County, the State of Ohio, or any of its political subdivisions, shall be paid 25% of the value of his accrued but unused sick leave credit. The maximum of such payment, however, shall be forty-five [45] days. Upon retirement from active service with the county, an employee who has worked ten [10] or more years with Henry County, the State of Ohio, or any of its political subdivisions, shall be paid 50% of the value of his accrued but unused sick leave credit. The maximum of such payment, however, shall be ninety [90] days. Payment shall be based on the employee's hourly rate of pay at the time of retirement, and payment shall be made only once, and shall eliminate all sick leave credit accrued by the employee.

Section 22.11: An employee who passes away while in active employment shall be considered to have terminated employment as of the date of their death. The surviving spouse or others, as specified in Section 2113.04 O.R.C., will then be eligible to receive sick leave payment for which the decedent would have been otherwise qualified for at time of retirement.

Section 22.12: Paid sick leave taken for Family and Medical Leave purposes shall run concurrently with Family and Medical Leave.

ARTICLE 23 PERSONAL DAYS

Section 23.1: An employee may use up to two [2] days of paid personal leave each year. Each day may be taken in half day increments.

Section 23.2: Personal leave may be used for any personal reason of the employee. Requests for personal leave do not require that the employee provide justification or reason for use, but does require supervisor notification and approval in accordance with the notification requirements specified in Article 31 of this agreement.

Section 23.3: Personal leave shall be used in the year in which it is credited. Unused personal leave may not be carried over into the next year and will be forfeited.

Section 23.4: Upon separation from employment, an employee will be paid for any credited but unused personal leave, at the employee's current rate of pay.

Section 23.5: Two [2] days of personal leave shall be credited to bargaining unit employees, who are currently employed with the employer on the effective date of this agreement, beginning on January 1, 2014. Thereafter, two [2] personal days shall be credited on January 1 of each year of this agreement.

Section 23.6: New employees, hired between January 1 and June 30, shall be credited with one [1] day of personal leave effective upon the employee's successful completion of the probationary period. New employees hired between July 1 and December 31 shall not be credited with any personal days during the year of hire.

ARTICLE 24

CATASTROPHIC ILLNESS OR INJURY

Section 24.1: A catastrophic sick leave donation program is established to assist an eligible employee who is placed on leave due to a catastrophic illness or injury of the employee or member of the employee's immediate family [as defined under Article 22.4].

Section 24.2: An employee is eligible to receive donated sick leave only if all of the following conditions are met.

- A. The Director determines that the injury or illness is long term and catastrophic. For purposes of this provision, a catastrophic illness/injury shall be defined as a serious health condition, caused by accident or illness, which is diagnosed, by a qualified physician, to be a condition that would qualify as a serious health condition under the Family & Medical Leave Act.
- B. A doctor, approved by the Employer, certifies that a long term illness or injury exists as defined herein
- C. The injury or illness must require the employee to take at least 30 days off from work.
- D. The employee must have at least one [1] year seniority with the Employer
- E. The employee shall not have received discipline for sick leave abuse The employee must have exhausted all sick leave and other paid time off offered under this agreement.

Section 24.3: An employee is eligible to donate sick leave only if all of the following conditions are met.

- A. The employee voluntarily decides to donate a portion of his/her sick leave
- B. The employee may donate only a total of 80 hours of sick leave per catastrophe
- C. The employee, following the donation, will retain at least 160 hours of accrued but unused sick leave.

Section 24.4: An employee who receives donated sick leave may:

- A. Receive only up to 240 hours of donated leave. If an employee reaches the maximum 240 hours, s/he is not eligible to receive additional donations for five years from the date the employee last received a sick leave donation, at which time eligibility for sick leave donation is reinstated.
- B. If the number of sick leave hours donated would exceed 240 hours, the extra hours shall be returned to the donors who contributed, on a prorated basis. [i.e. employee #1 donates ten hours, employee #2 donates ten hours. Ten hours total are utilized, each employee would receive five hours returned.]

- C. Sick leave that is donated shall be paid at the rate of the employee who receives the donation.

Section 24.5: Applications for sick leave donation shall be made to the Director. Applications shall include the following information:

- A. Employee's name and date of application
- B. The nature of the catastrophic illness/injury
- C. Physician[s] statement indicating diagnosis and prognosis of the catastrophic illness/injury
- D. Projected date of return to duty.

Section 24.6: The Director will evaluate and determine the employee's eligibility, and then if approved, shall inform employees of the name of the individual seeking donation. Employees shall have fourteen [14] days in which to notify the Director of the number of hours they wish to donate.

Section 24.7: Once all of the donations are received, the donated sick leave hours will be placed into the Catastrophic Illness/Injury Leave Bank.

Section 24.8: As such hours are used by the requesting employee, the donated sick leave hours will be subtracted from the bank. All donated sick leave hours will remain in the leave bank until exhausted by the employee, or upon 6 months following the employee's return to work. Any donated sick leave left unused will be returned on a pro-rated basis to all of the employees who donated hours.

Section 24.9: Donations under these provisions will not be counted as an occurrence of sick leave usage by the donor.

ARTICLE 25

WORK-RELATED INJURY

Section 25.1: An employee, who is injured on the job, shall receive his/her regular day's pay for the date on which s/he was injured. Any work related injury is to be reported to the Employer within twenty-four [24] hours of its occurrence.

Section 25.2: Any employee claiming a service-connected illness or injury under this Article shall file an injury claim with the Ohio Bureau of Worker's Compensation. Upon approval of the injury claim by the Worker's Compensation, the employee shall remit to the Employer all income benefits paid by Worker's Compensation for the period during which the employee received injury leave.

Section 25.3: The Employer may request a statement from the employee's physician when leave is requested pursuant to this section. If requested by the Employer for the purpose of investigating or processing a Worker's Compensation claim, the employee shall give a written release for medical information to the Employer.

Section 25.4: The Employer may require a second opinion from a physician, of its choosing, if any paid or unpaid leave for medical reasons is requested. Additionally, the Employer may require an employee to submit to an examination conducted by a licensed physician of the Employer's selection to determine an employee's capacity to perform the duties of his/her position. The cost of such examinations shall be paid for by the Employer.

Section 25.5: It is the responsibility of the injured employee to inform the Employer of the estimated length of his/her absence, as determined by the treating physician. This notification shall be made in a timely manner, and in any event shall not exceed two [2] weeks following said

injury. If an estimation of such absence cannot be made by the treating physician, then the employee is required to report to the Employer, either by telephone or by letter, on a bi-weekly basis until an estimated time of absence can be ascertained.

Section 25.6: If an employee suffers an injury in the course of his/her employment and in the performance of assigned work, s/he may elect to use accrued sick leave while awaiting Workers' Compensation payments. To use accrued sick leave and be entitled to payment from Worker's Compensation, the employee will be required to sign an agreement to pay the amount received from Worker's Compensation to the Agency for the purpose of buying back the used sick leave at the rate of pay at the time of absence. The amount of repayment shall not exceed the cost of the used sick leave. If the injury claim is denied by Worker's Compensation, the employee shall have been considered to be on sick leave status, and any time spent on injury leave will be deducted from the employee's sick leave balance, and then, if necessary from the employee's compensatory time and vacation leave.

Section 25.7: If an employee is out of sick leave after twenty [20] working days on a leave due to a work related injury, the employee may elect to use injury leave for the next ten [10] working days. To use injury leave, the employee must be entitled to payment from Worker's Compensation. The employee will be required to sign an agreement to pay the amount received from Worker's Compensation to the Agency for the purpose of buying back the used injury leave at the rate of pay at the time of absence. The amount of repayment shall not exceed the cost of the used injury leave.

Section 25.8: An employee absent from work because of any service connected occupational illness or injury, as determined by the Industrial commission, shall be entitled to reinstatement at the same rate of pay s/he received prior to the date of such illness or injury, upon the employee's physical and mental capability to perform the job, and approval of his/her application to return to work.

Section 25.9: An application to return to work due to a work related injury shall be made no more than within one [1] year following the date of the exhaustion of his/her sick leave. This period may be extended with the approval of Management and upon the advice of competent medical authority. Seniority rights will continue to accumulate during such absence.

Section 25.10: The Employer may, at its option, require an employee to perform other duties within the limitations of the injury during the period of compensable injury.

ARTICLE 26 CIVIL LEAVE

Section 26.1: Employees shall be paid at their regular rate of pay for time spent in jury duty or as a witness subpoenaed to offer testimony in an action in which said employee is not a party to the action, provided that all compensation received from a court for jury service or for witness fees shall be paid by the employee to the Agency.

Section 26.2: An employee shall return to duty if there are more than two [2] hours remaining on his shift after being released by the court from jury duty or testifying.

Section 26.3: An employee shall not be compensated for time spent on leave granted to pursue legal action either as a plaintiff or a defendant.

Section 26.4: An off-duty employee, required to appear in court on matters directly pertaining to and/or arising out of his/her employment, including appearances at depositions and pre-trial conferences, shall be compensated for all such time at the employee's regular rate of pay for such time, in accordance with FLSA overtime requirements.

ARTICLE 27

INSURANCE

Section 27.1 Eligibility and Coverage: All employees, excepting part-time [working less than thirty-five [35] hours per week on a regular basis], temporary, seasonal, and intermittent employees, shall be entitled to participate in the group health insurance program offered by the County in accordance with the terms and conditions of that plan.

Section 27.2: An employee who is eligible for single or family health insurance may elect to voluntarily waive such coverage and alternatively receive an annual waiver payment of \$1,250.00 payable in one lump sum in accordance with the County Commissioner's policy. Employees may voluntarily contribute to an IRS 125 account subject to all provisions and requirements of IRS Chapter 125, and in accordance with the terms and conditions of the County's plan.

Section 27.3: The employee and the Employer shall pay their respective shares of the healthcare insurance premium as follows: The Employer shall pay 90% of the cost and the employee shall pay 10% of the cost, or the County contribution rate, whichever is lower for the employees, for the duration of the agreement.

Section 27.4: The Employer will provide to all employees, excepting part-time [working less than thirty-five [35] hours per week on a regular basis], temporary, seasonal and intermittent employees, group term life insurance in accordance with the plan offered by the County. Such plan shall be at least a \$20,000.00 group term life insurance for the duration of this Agreement. Additionally, the Employer may provide optional supplemental term insurance that employees may choose to purchase, having the cost thereof deducted from their normal wages through payroll deduction.

Section 27.5: The benefits provided for in sections of this Article shall be provided through group coverage selected by the County.

Section 27.6: Employees will be provided the opportunity to participate in a dental insurance plan provided by the County, at the employee's own cost, provided the County has sufficient participants in accordance with requirements specified by the insurance carrier.

Section 27.7: The Employer and employees, through the labor management committee, will discuss the scope and feasibility of development of an employee assistance program.

ARTICLE 28

MATERNITY/ADOPTION

Section 28.1: An employee may use accumulated sick leave not to exceed 80 hours for maternity purposes [adoption, placement, birth, bonding, and/or the care of a spouse before, during or after pregnancy]. Additional sick leave may be utilized for the time designated by a physician as medically necessary. An employee may additionally use accumulated vacation or compensatory time for maternity purposes or may be granted a leave of absence without pay. The combination of paid and unpaid leaves for maternity purposes shall not exceed twelve [12] weeks except in circumstances where medically necessary for the mother or child. Both the paid and unpaid portions of the leave shall run concurrently with Family and Medical Leave.

Section 28.2: In the case of pregnancy, with her physician's written approval, an employee will be permitted and expected to work as long as she is able to perform the regular duties of her position. If, however, the Employer feels that the pregnant employee is no longer able to perform the regular duties of her position, or other duties which the employer needs or desires to have performed, the Employer will request a statement from the employee's physician concerning the employee's ability to perform her duties and request that the physician declare a specific date for

the employee to begin her leave. An employee who is on leave due to pregnancy and maternity will submit to the Employer, upon request to return, a doctor's statement certifying the employee's ability to perform required job duties.

Section 28.3: An employee may use accumulated sick leave, vacation or compensatory time for the placement and adoption of a child, or may be granted a leave of absence, without pay. An employee will notify the Employer of the date of placement for adoption as soon as s/he knows the date, and furnish written confirmation of such date.

Section 28.4: The leave request and starting date of leave for maternity, adoption or bonding purposes shall be provided to the Employer no later than thirty [30] days prior to the commencement of such leave, except in emergency medical situations.

Section 28.5: During leave for pregnancy, adoption and bonding purposes, the employee will continue to accrue service credit towards pension benefits and other benefits which are based on length of service provided the employee remains in active pay status and returns to work at the end of the approved leave.

Section 28.6: Upon return from such leave, the employee will be reinstated in his/her prior classification, or one of equal grade, if the employee is qualified, unless the position was abolished and the employee would have otherwise been laid off, as provided for in this agreement.

Section 28.7: Should an employee wish to return to work before the expiration of the leave, s/he may do so, upon approval of the Director, by giving the Director at least fourteen [14] calendar days advance written notice of the wish to return.

ARTICLE 29

LEAVE OF ABSENCE

Section 29.1: Upon written request, leave without pay for personal reasons, including illness or injury, may be granted, upon approval by the Employer, for periods not in excess of one hundred eighty [180] calendar days. Leave requests shall state the specific reasons[s], the beginning date, the ending date and the duration of the requested leave.

Section 29.2: The authorization of a leave of absence, without pay, shall be at the sole discretion of the Employer, and each request shall be decided based upon its merits.

Section 29.3: Time on such leave of absence shall not be counted as time in service for purposes of determining seniority [except as provided by the Seniority Article], sick leave or vacation rights. Upon return from such leave, the employee will be reinstated in his/her prior classification, or one of equal grade, if the employee is qualified, unless the position was abolished and the employee would have otherwise been laid off, as provided for in this agreement.

Section 29.4: Should an employee wish to return before the expiration of his/her leave without pay, s/he may do so after giving his/her immediate supervisor at least fourteen [14] days notice of his/her wish to return.

Section 29.5: If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purpose[s] specified, the Employer may cancel the leave and provide the employee with a written notice directing the employee to report back to work at a specified date and time. In addition, the employee will be subject to disciplinary action, at the discretion of the Employer.

Section 29.6: If the employee on leave without pay fails to return to work at the expiration or cancellation of a leave of absence without securing an approved extension in a timely manner prior to the expiration date of such leave, s/he shall be deemed to be absent without leave, and shall be considered to have voluntarily resigned.

Section 29.7: If an employee requests leave of absence, without pay for medical reasons, s/he shall submit a doctor's certificate stating the nature of the illness or injury and the estimated time required for recovery. If an employee requests an extension of a leave of absence without pay for medical reasons, an additional doctor's certificate will be required, which shall likewise contain the information listed above.

Section 29.8: Employees shall be required to pay the entire cost of their medical coverage during a leave, should they desire to continue coverage, unless the unpaid leave qualifies under Family and Medical Leave.

Section 29.9: Unpaid leave of absence taken for Family and Medical Leave purposes shall run concurrently with Family and Medical Leave.

ARTICLE 30 MILITARY LEAVE

Section 30.1: Service in the armed forces of the United States is a privilege and a duty that all citizens should participate in when called upon. Therefore, the Employer shall not refuse to employ nor discharge an employee because of military membership.

Section 30.2: Any employee who is a member of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval militia, or member of other reserve components of the armed forces of the United States shall be granted a leave of absence, without loss of pay, for periods of up to one month, for each calendar year. For purposes of this section, one month shall mean twenty-two [22] eight-hour work days [total of one hundred seventy-six (176) hours]. The Employer shall grant to the employee the difference between the pay the employee would have earned if he had performed his/her normally assigned duties with the Employer, and the pay as provided by the military unit. While on such short-term leave, the time will be counted as full service time when computing seniority, vacation or sick leave credits.

Section 30.3: Upon completion of military leave, as specified in Section 30.2, the employee must provide to the Employer a list of military pay received. Upon receipt of this proof of pay, the Employer will grant to the employee the difference between the pay the employee would have earned if he had performed his/her normally assigned duties with the Employer, and the pay as provided by the military unit.

Section 30.4: Except as specified in this section, an employee, who is a member of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval militia, or member of other reserve components of the armed forces of the United States and is called to military duty because of an executive order issued by the President of the United States or an act of Congress, for a period in excess of twenty-two [22] eight hour work days or one hundred seventy six [176] hours in a calendar year, shall receive during the period designated in the order or act to a leave of absence and to be paid, during each month of that period, the lesser of the following.

- A. The difference between his gross monthly wage or salary as an employee of the Employer and the sum of his gross military pay and allowances received that month, or
- B. Five hundred dollars.

No employee shall receive payments under this section if the sum of his/her gross military pay and allowances received in a month exceeds the gross monthly wage or salary as an employee of the Employer, or if the employee is receiving pay pursuant to Section 30.2 of this Article.

Section 30.5: If an employee becomes a member of the United States Air Force, Army, Navy or Marines, the employee will be given a long-term military leave of absence, without pay. Employees must have been working for the Employer for at least ninety [90] calendar days to be

granted this status. Vacation and sick leave hours and benefits will not be accrued during a long-term military leave of absence without pay. However, for purposes of seniority, any time in active duty will be accredited to the employee's service record.

Section 30.6: A leave of absence to receive a physical examination or be inducted into the military can be granted if the employee submits a written request for such leave and notification to report to the supervisor before departing for duty. If sick leave time is available, an employee may use up to three [3] days of paid leave for this purpose.

Section 30.7: If an employee has been on long-term military leave of absence and is then separated or discharged under honorable conditions from the service, s/he may, through the Director, request reemployment with the Employer. This request must be in writing and must be submitted within 90 days of release from active duty. The Employer will then return him/her to either his/her former position or one of like responsibility with full seniority rights, wage adjustments, step increases or other benefits that would have been due as though he had been actively employed.

ARTICLE 31 LEAVE NOTIFICATION

Section 31.1: Unless otherwise specified in this agreement, employees shall follow the leave notification timeframes, specified below when requesting approval for any paid or unpaid leave.

Section 31.2: Leave Notification Timeframes:

- A. One [1] working days advance written notice when requesting up to one day of leave.
- B. Three [3] working days advance written notice when requesting more than 1 but less than 5 days of leave.
- C. Fifteen [15] working days advance written notice when requesting 5 or more days of leave.

Section 31.3: When an employee wishes to request different types of leave to be used contiguously, the total amount of time requested shall be used to determine the required leave notification timeframe specified.

Section 31.4: Cancellation of leave timeframes.

- A. An employee must give to the Employer a minimum of:
 - 1. One [1] working day notice when canceling a leave greater than one day but less than five days;
 - 2. Five [5] working days notice when canceling a leave greater than five days.

Section 31.5: The Employer shall waive the leave notification timeline for leaves requested for documented sick, personal, or injury purposes, when advanced notification is impracticable.

Section 31.6: The Employer shall notify the employee of the approval or disapproval of the employee's leave request as soon as feasible, but within three [3] working days of its submission to the Employer. Submission shall be defined as delivery to the immediate supervisor of the affected employee.

ARTICLE 32 MEDICAL EXAMINATIONS

Section 32.1: The employer may require that an applicant or employee submit to an examination, conducted by a licensed physician at the employer's cost:

- A. Following an applicant's conditional offer of employment
- B. Upon return of an employee from leave due to illness or injury, or
- C. During the course of employment for the purpose of determining whether the employee is physically or mentally capable to perform essential job duties, either with or without a reasonable accommodation.

Medical exams may also be required for reasons specified in Article 22.9 of this agreement, and for compliance with Family and Medical Leave requirements.

Section 32.2: The Employer shall select the physician or other qualified practitioner to perform the examination and the Employer shall pay the cost. The physician will send to the Employer the results of the examination.

Section 32.3: If found not qualified to perform the essential duties of the job, the employee may be provided a reasonable accommodation if the employee has a disability covered by the Americans with Disabilities Act, and if the accommodation does not create an undue hardship. If a reasonable accommodation is not available, or if the employee is not mentally or physically capable to perform the job for reasons not covered by the ADA, the employee shall be placed on sick leave, leave without pay, disability separation without pay, or retirement.

ARTICLE 33

WAGES

Section 33.1: An employee who possesses the following credentials shall receive the following hourly supplement added to the employee's base hourly rate, for all hours worked. The supplement shall be paid at the highest credential earned; however they shall not be cumulative.

- A. **Bachelor's Degree:** twenty-five cents [\$.25] added to their base wage.
- B. **LSW license:** fifty cents [\$.50] added to their base wage.
- C. **Master's Degree** [in a job-related field]: eighty-five cents [\$.85] added to their base wage.
- D. **LISW or LPC license:** eighty-five cents [\$.85] added to their base wage.

Section 33.2: Employees, required by the Employer to be on-call, shall be paid twenty-five dollars [\$25.00] per day Monday through Friday; twenty-seven dollars [\$27.00] per day Friday during the "Alternate Work Schedule" when the agency is closed Fridays at noon; thirty dollars [\$30.00] per day for Saturdays and Sundays; and fifty dollars [\$50.00] per day for holidays and emergency agency closings. Such payments shall be made and accepted as remuneration for carrying the pager. Employees responding to telephone emergencies shall be compensated at the employee's regular hourly rate [or at the overtime rate, in accordance with Article 17].

Section 33.3: Employees who are on-call and are required to respond to an emergency that requires the employee to go on-site shall be paid as follows.

- A. If the employee is called back for two [2] hours or less, the employee shall receive a minimum of two [2] hours pay at the employee's regular hourly rate or at the overtime rate in accordance with Article 17, whichever amount of pay is greater.
- B. If the employee is called back for more than two [2] hours, and up to and including four [4] hours, the employee will be paid four [4] hours of pay at the employee's regular hourly rate or at the overtime rate in accordance with Article 17, whichever amount of pay is greater.

Section 33.4: Time spent responding to an on-call emergency which results in the employee exceeding 40 hours per work period will be paid at the time and one-half rate. For purposes of

calculating eligibility for overtime, the two and four hour minimum pay noted in A and B above shall not count toward the accumulation of time toward eligibility for overtime, only time actually worked shall count toward accumulation of time toward 40 hours.

Section 33.5: For the purpose of calculating compensable time while on-call, time shall include only the time that an employee spends on the telephone responding to the emergency, time spent traveling directly on-site, time spent working on-site, and time spent directly returning.

For purposes of this section and 17.7, an employee is “called back” when the employee, because of the nature of the emergency, must travel onsite from home or other location to the Employer’s office, client’s home or other location to successfully resolve the emergency. When on-call, the employee will be responsible for exercising sound judgment when making this decision, with the decision subject to post approval or disapproval by the employer. An employee will not be eligible for the 2 hour minimum when the situation is resolved by telephone.

Employees are expected to respond to emergencies immediately upon receipt of the call and to arrive on-site promptly. Therefore, employees who are required to be on-call are required, as a condition of employment, to maintain residency where the employee can respond within one [1] hour.

Section 33.6: An employee, who is not on-call, but who is called back into work shall be compensated in accordance with section 33.3, 33.4 and 33.5.

Section 33.7: During the course of this agreement, any employee who is or becomes red-lined at the top of the employee’s assigned pay range will receive an annual supplement to their base hourly rate, beginning on the pay period during which the employee’s annual anniversary date occurs. The supplement shall be a percentage added onto the employee’s base hourly rate, in accordance with the following schedule.

One [1] to three [3] years after being redlined: 1%

Four [4] years after being redlined, and each year thereafter: 2%

For purposes of this article, the base hourly rate of pay shall be the hourly pay in affect at the time the redline bonus is provided and shall be inclusive of any general increase. The hourly rate shall not include, however, the supplement granted pursuant to section 33.1 of this agreement.

Section 33.8: All bargaining unit members shall be assigned and shall be paid in accordance to the scale designated for their classification as specified in Appendix A of this Agreement.

- A. During the entire duration of this agreement, the parties agree that the step increases [specified in Appendix A and Article 34.1 respectively] shall be frozen.
- B. New employees who are hired during the course of this agreement, shall be hired in at the probationary rate as is provided for in Article 34, and shall receive an increase to step 1 of the Appendix A wage schedule upon satisfactory completion of probation. Thereafter however, during the remainder of this agreement, the wages of such employee shall be subject to the same terms and conditions as is provided for other employees and which are specified in section A of this section 33.8.

ARTICLE 34 STEP INCREASES

Section 34.1: Upon initial hire with the Agency, an employee shall be placed on Step P in the wage scale designated for the employee’s classification. When the employee satisfactorily completes probation, s/he shall be placed at Step 1. Thereafter employees shall be advanced one

[1] pay step each year upon their anniversary date of employment. Such increases shall be made effective at the beginning of the pay period in which the employee's anniversary date falls.

Section 34.2: An employee on an authorized leave of absence, without pay, and who timely returns to the classification from which the employee left, shall not lose seniority for pay purposes.

ARTICLE 35 MILEAGE AND VEHICLES

Section 35.1: No employee is permitted to operate any county vehicle unless he has a proper, appropriate, and valid operator's license pertinent to the operation of that vehicle. If an employee does not possess a vehicle operating license that is pertinent to his job duties, s/he is subject to disciplinary action, including discharge. An employee is required to submit his/her license to the Employer for review and verification prior to receiving authorization to operate a county vehicle.

Section 35.2: Any employee who drives a county vehicle, or who operates his/her personal vehicle for county business, is required to successfully complete a Safe Driver's Course, provided through CORSA or other entity chosen by the Board of Commissioners.

Section 35.3: An employee, who operates a personal vehicle for county related business, is required to provide to the Employer on an annual basis a copy of the employee's automobile insurance policy to prove proper insurance coverage. Employees shall carry minimum limits of liability of \$100,000/\$300,000 bodily injury and \$50,000 property damage to be considered properly covered, or at the higher or lower risk limit established by the Henry County Commissioners.

Section 35.4: When operating a county vehicle, employees must exercise caution and adhere to all rules, regulations, and laws. Employees are expected to be courteous to other drivers and pedestrians. Careless, reckless, or destructive vehicle operation is prohibited. All employees are required to wear seatbelts or restraints as provided in the vehicle. Any vehicular accident must be immediately reported to the Employer by the involved employee[s].

Section 35.5: Employees are required to use their personal vehicles for commuting purposes, and county vehicles are not to be used for this purpose, except as otherwise specified in section 35.8. Employees shall receive mileage reimbursement for the authorized use of private automobiles while on Employer business. Reimbursement forms must be submitted to the Employer documenting the date and time of travel, location, and an accurate representation of mileage accumulated. Mileage will be reimbursed at the rate of .39 cents per mile or at any higher rate established by the Board of Commissioners.

Section 35.6: Employees shall be reimbursed for reasonable travel expenses when on the employer's business, including, but not limited to, parking, hotel, meals and tips in so far as they do not exceed 15% of the meal cost. Alcohol beverages are not reimbursable. Tips for porters, bell hops, room service and other services are not reimbursable. Personal telephone calls are not reimbursable.

Section 35.7: Employees must submit completed and signed expense and mileage reports within the thirty [30] day period during which expenses were incurred. Expenses will not be reimbursed without proper documentation and receipts.

Section 35.8: A County owned vehicle, if available at the time of the request, will be provided for an employee who must travel outside of Henry County if the round trip is more than one hundred [100] miles.

ARTICLE 36 TUITION REIMBURSEMENT, TRAINING & LICENSING

Section 36.1: The Agency will pay, or if applicable, employees will be reimbursed for the tuition of satisfactorily completed courses that directly apply to their current position or classification in the Agency or that will increase the employees skill level in the current position or might qualify the employee for any promotion within the agency, and which are approved by the Agency in accordance with Agency's Professional Education Program work rules. The maximum amount of reimbursement per employee per calendar year shall be \$1,500.

Section 36.2: The Employer shall reimburse employees for the fees for social worker/counselor tests, licenses, and renewals required by the Agency.

Section 36.3: Employees who achieve the license and educational standards specified in Article 33.1 of this contract shall receive an educational incentive in the amount specified therein.

ARTICLE 37 CONTRACTING OUT, SUCCESSORS, AND ASSIGNEES

Section 37.1: The Employer may continue to subcontract work or services that are presently being subcontracted under the terms currently governing such subcontracting; however, work that is being performed or could be performed by bargaining unit employees shall be performed by those employees.

Section 37.2: If the Employer sells, leases, transfers to another public agency, or contracts any of their business and/or operation or portion thereof, the Employer shall inform the purchaser, lessee, other public agency, or contractor of the exact terms of this Agreement and shall make the sale, lease, transfer to another public agency, or contract conditional on the purchaser, lessee, other public agency, or contractor to assume all the conditions and obligations of this Agreement including but not limited to the retention of all employees of the Employer. The Employer further agrees that any sale, lease, transfer, or contract it enters into shall include a provision requiring the purchaser, lessee, other public agency, or contractor to be bound by all the provisions of this Agreement until its next expiration date at which time the purchaser, lessee, other public agency, or contractor will continue to recognize and negotiate with this Council and no other employee organization.

Section 37.3: It is the understanding of the parties that the purpose and intent of Welfare to Work programs encompassed or encouraged by the Ohio Revised Code are to provide for the performance of work by welfare recipients. In the event the Henry County Department of Jobs and Family Services becomes a sponsor or "employer" of welfare recipients under any Welfare to Work program[s], the Employer agrees to the following restrictions:

- A. Individuals hired or placed with the Employer under any Welfare to Work program shall not perform the same work or work that is reasonably related to work being performed by bargaining unit employees.
- B. Individuals placed or hired by the employer under any Welfare to Work program shall not displace any bargaining unit employees and shall not erode bargaining unit work or the current number of existing bargaining unit employees, classifications, or positions.

- C. Vacant bargaining unit positions shall not be filled by Welfare to Work program participants.
- D. In the event of a layoff of employees from the Agency, all Welfare to Work program participants shall be laid off before any bargaining unit employees are laid off.
- E. All bargaining unit employees shall be recalled from layoff prior to the recall, rehire or reuse of Welfare to Work program participants by the Employer.
- F. Welfare to Work program participants shall not be utilized in such a way as to violate any provisions of any collective bargaining agreement in effect between the Council and the Employer.
- G. The Employer agrees to provide the Council with twenty [20] days advanced notice of the hire or placement of any Welfare to Work program participants with the Employer along with notice of the job title and job duties the participants will be expected to perform.
- H. In the event that the Council believes that the hire or placement of any Welfare to Work program participant by the Employer violates the collective bargaining agreement, the Council may file a grievance at Step 3 of the Grievance Procedure.

ARTICLE 38

PRINTING OF CONTRACT

Section 38.1: The Employer agrees to share the cost of printing this Agreement with the Council, provided that the Agreement is printed by a mutually acceptable facility.

ARTICLE 39

SAVINGS CLAUSE

Section 39.1: If any provision of this agreement is held to be unlawful by a court of law or legislative authority, the remaining provisions of this agreement shall remain in full force and effect. In the event that any provision of this agreement is held to be unlawful by a court of law, the Ohio General Assembly, or the United States Congress, both parties to the agreement shall meet within ten [10] days for the purpose of reopening negotiations on the unlawful provision involved. Such negotiations shall not extend beyond a period of 30 calendar days from the date of the first meeting unless both parties mutually agree to an extension.

ARTICLE 40

DURATION OF CONTRACT

Section 40.1: The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining and that the understanding and agreement arrived by the parties after the exercise of that right and opportunity are set forth in this agreement. The parties each voluntarily and unqualifiedly waive the right and each agree that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in this agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this agreement. All other agreements whether written or verbal are hereby terminated.

Section 40.2: If either party desires to modify, amend, or terminate this Agreement, it shall file a Notice to Negotiate with the State Employment Relations Board and the other party via email with acknowledgment of receipt no later than sixty [60] calendar days prior to the expiration date of this Agreement. The parties shall commence negotiations within ten [10] calendar days upon receiving notice of intent to modify or amend this Agreement, unless the time period is mutually waived by the parties.

Section 40.3: This Agreement shall become effective with the signatures of both parties and shall remain in full force and effect for the covered employees effective January 1, 2014 until December 31, 2016.

Appendix A

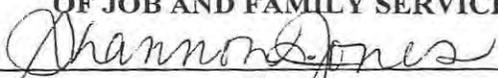
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	2014	\$13.46	\$13.88	\$14.29	\$14.72	\$15.18	\$15.62	\$16.09	\$16.56	\$17.06	\$17.57	\$18.11	\$18.65	\$19.21
2015	\$13.73	\$14.16	\$14.58	\$15.01	\$15.48	\$15.93	\$16.41	\$16.89	\$17.40	\$17.92	\$18.47	\$19.02	\$19.59	
2016	\$14.00	\$14.44	\$14.87	\$15.31	\$15.79	\$16.25	\$16.74	\$17.23	\$17.75	\$18.28	\$18.84	\$19.40	\$19.98	

SSW 2		P	1	2	3	4	5	6	7	8	9	10	11	12
	2014	\$14.27	\$14.70	\$15.14	\$15.59	\$16.05	\$16.54	\$17.03	\$17.55	\$18.07	\$18.62	\$19.18	\$19.75	\$20.34
2015	\$14.55	\$14.99	\$15.44	\$15.90	\$16.37	\$16.87	\$17.37	\$17.90	\$18.43	\$18.99	\$19.56	\$20.11	\$20.75	
2016	\$14.84	\$15.29	\$15.75	\$16.22	\$16.70	\$17.21	\$17.72	\$18.26	\$18.80	\$19.37	\$19.85	\$20.51	\$21.16	

Signature Page

IN WITNESS THEREOF, THE PARTIES HERETO have ratified and executed this Agreement at Napoleon Ohio this 14th day of January, 2014.

FOR THE HENRY COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES



Director

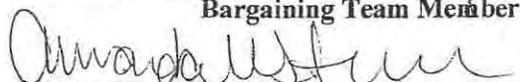
FOR THE PROFESSIONALS GUILD OF OHIO



PGO Staff Representative

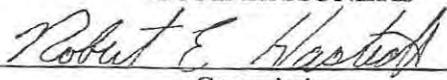


Bargaining Team Member



Bargaining Team Member

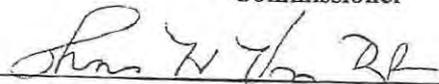
FOR THE HENRY COUNTY BOARD OF
COMMISSIONERS



Commissioner



Commissioner



Commissioner