STATE EMPLOYMENT
RELATIONS BOARD

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AN AGREEMENT BETWEEN

THE CLARK COUNTY BOARD OF COMMISSIONERS JOB AND FAMILY SERVICES (DJFS)

AND

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

EFFECTIVE JANUARY 1, 2014

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ARTICLE 1
PURPOSE

This Agreement is made between the Clark County Board of Commissioners – Job and Family Services, hereinafter referred to as "DJFS" or 'Management' and the Ohio Council #8 and Local #1939, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", for the purpose of achieving better understanding between the parties, to achieve and maintain a satisfactory and stabilized employer/employee relationship and to promote improved work performance; to attract and retain qualified employees; to insure the right of every employee to fair and impartial treatment; provide for the peaceful and equitable adjustment of differences which may arise. It is further the purpose of this Agreement to assure the effectiveness of service by providing an opportunity for employees to meet with the employer to exchange views and opinions on policies and procedures affecting the conditions of their employment, and to provide an opportunity for the Union and the employer to negotiate as to wages, employee benefits, and working conditions. This Agreement pertains to all employees of the DJFS within the bargaining unit as defined hereunder.

ARTICLE 2
MANAGEMENT RIGHTS

Section 2.1 Except to the extent modified by this Agreement, it is understood and agreed to by the Union that DJFS retains all its rights and authority to manage, direct, and control the operation of the Agency to the fullest extent permitted by Ohio law, to promulgate rules and regulations and to otherwise exercise prerogatives of Management, including, but not limited to the following:

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 public 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, transfer, assign, schedule, promote, or retain employees.

F. Lay-off employees in the event of lack of work or lack of funds or under conditions where the continuation of such work make operations inefficient and/or nonproductive;

G. Determine the adequacy of the work force;

H. Determine the overall mission of the employer as a unit of government;

I. Effectively manage the work force;

J. Take actions to carry out the mission of the public employer as a governmental unit;

K. The Clark County Board of Commissioners may declare an emergency in the event of civil insurrection or acts of God and take any and all actions as may be necessary to carry out the mission of DJFS in those emergency situations;

L. To maintain security of all DJFS records and other pertinent information.

ARTICLE 3
RECOGNITION

Section 3.1 Ohio Council #8, Local #1939, American Federation of State, County, and Municipal Employees, AFL-CIO, is hereby recognized as the sole and exclusive bargaining agent for all regular full-time and part-time DJFS employees employed by the Clark County Board of Commissioners, excluding those employees who are in their initial probationary period; those employees who fall within the definition of confidential, management, and supervisory personnel as defined by act and all other employees as certified by the State Employment Relations Board in Case Number 07-REP-02-0029 for the full term of the Agreement.

Section 3.2 This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease or the assignment of either party hereto, or affected, modified, or altered, or changed in any respect whatsoever by any change of any kind of ownership or management of either party hereto or of any separable, independent segment of either party hereto except to the extent that the law provides to the contrary.

ARTICLE 4
DUES DEDUCTIONS, FAIR SHARE FEE AND P.E.O.P.L.E.'S FUND CHECKOFF

Section 4.1 DJFS will deduct normal and customary dues from the monthly wages and salaries of such members who individually, and voluntarily certify in writing that they authorize such deduction. Deductions shall be made from the weekly or bi-weekly pay of all members. In the event an employee's wages are insufficient for the full deduction amount, DJFS will deduct the full amount from the employee's next monthly earnings when the amount earned is sufficient. Individual and written notification must be presented to the Payroll Office and such dues will be deducted no later than thirty (30) days subsequent to the filing of the written application for deduction. All deductions shall be transmitted to the proper officers of the Union

no later than fifteen (15) days following the end of the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

Section 4.2 Such written authorization may be withdrawn at any time by said employee by giving written notice of intent to revoke the dues deduction authorization to the employer and to American Federation of State, County and Municipal Employees, Ohio Council #8, Local 101, 6800 N. High Street, Worthington, Ohio 43085. It is understood that it will take no longer than thirty (30) days from the filing of such written revocation notice with the Payroll Office to affect such revocation.

Section 4.3 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 Union no later than the tenth (10th) day following the date of the deduction, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

Section 4.4 The Union agrees to hold DJFS harmless from any and all claims, actions, demands, suits or other forms of liability filed by employees arising from dues deductions authorized under this Article.

Section 4.5 The Union agrees that upon receipt of the dues collected by DJFS, that it has the sole and exclusive obligation and responsibility for distribution of the funds.

Section 4.6 All employees in the bargaining unit defined herein who, after completing their probationary period are not members in good standing of the Union, or have worked sixty (60) days following the beginning of employment, whichever is less are required to pay the Union a Fair Share fee as a condition of employment as permitted by the provisions of Section 4117.09 of the Ohio Revised Code. The deduction of the Fair Share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction. The Fair Share fee amount shall be certified to the Payroll Department by the Secretary-Treasurer of the Union. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this Agreement. The Union will indemnify, save, and hold DJFS and it agents and employees harmless from any action growing out of deductions hereunder and commenced by an employee or anyone else against DJFS or DJFS and the Union jointly.

The Union agrees to establish a Fair Share fee procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal law. In addition, the Union will provide the Agency's designated representative for collective bargaining with a copy of the Union's Fair Share fee procedure.

DJFS will deduct from the monthly wages and salaries the Fair Share Fees of non-members. Deductions shall be made from the weekly or bi-weekly pay of non-members. In the event an employee's pay is insufficient for the deduction, DJFS will deduct the amount from the employee's next regular pay where the amount earned is sufficient. All deductions shall be transmitted to the proper officers of the Union no later than fifteen (15) days following the end of

the pay period in which the deduction is made, and upon receipt, the Union shall assume full responsibility for the disposition of all funds deducted.

Section 4.7 DJFS shall provide with each deduction of dues and Fair Share fee deductions, the following information:

A. Alphabetical list of Union members from whom deductions were made, the name, address, social security number of each member and the amount deducted;

B. Alphabetical list of Fair Share fee employees from who deductions were made, the name, address, social security number of each employee and the amount deducted;

C. The name of each Union member and Fair Share fee employee whose name has been dropped from the prior check-off list and the reason for the omission.

Section 4.8 The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) committee from the pay of an employee upon receipt from the union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the employer by the union. Monies deducted shall be remitted to the Union within fifteen (15) days of the date deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65344, Washington, D.C., 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of each deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.

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

The employer's obligation to make a deduction shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit, ALL PEOPLE contributions shall be made as a deduction separate from the dues, or fair share fee deductions.

ARTICLE 5
UNION BUSINESS

Section 5.1 The Union may select one (1) steward for the Support Enforcement Division, one (1) steward for the Family & Children Services Division, one steward for the Administration and OhioMeansJobsDivisions and two (2) stewards for the Employment and Benefits Division. The division in which the steward works shall be his/her area of permissible activity. The steward's name and department shall be furnished to the DJFS Human Resources Department by the Union. This list shall be kept current by the Union at all times.

Section 5.2 The Union may select one (1) of the above referenced stewards as the chief steward. In the absence of the steward assigned to the represented division, as noted above, the chief steward will have the same privileges as the steward, with the added responsibility of representing stewards. If the chief steward is unavailable, a steward may represent employees outside of their assigned division.

Section 5.3 A steward involved in representation of an employee at a grievance presentation will be permitted to leave his/her work and work area to represent that member or to be present at the grievance presentation. Such leave will be granted pursuant to Section 9 below. When a grievance is filed by a bargaining unit member who has not utilized a steward, management will forward a copy of the grievance to the steward.

Section 5.4 A steward will be permitted reasonable leave with pay to investigate and process grievances and to be present at Labor/Management meetings. Such leave will be granted pursuant to the Labor Management Article and pursuant to Section 9 below.

Section 5.5 To secure time off during regularly scheduled working hours for authorized Union business as defined in this Article, the Union official will be required to complete authorization forms, which will be provided by DJFS for the accounting of such time. Such forms will be turned in to the employee's immediate supervisor when time for Union business is requested. Union officials must receive permission from their supervisor before leaving the worksite.

Section 5.6 Union business other than that listed in Section 3 and 4 above shall not be conducted by the Union stewards on work time, nor shall it, in fact, interfere with the work assignment of any employee.

Section 5.7 The staff representative may consult with bargaining unit members in the assembly area before the start of and at the completion of the day's work, and shall be permitted access to work areas at all reasonable times only for the purposes of adjusting grievances, assisting in the settlement of disputes and for the purpose of insuring that the provisions and aims of this Agreement are properly followed. The staff representative of the Union shall make his/her presence at the facility known to Management and must receive Management's approval prior to contacting employees. Such approval shall not be unreasonably withheld. The staff representative of the Union shall not interfere with any employee's work assignment.

Section 5.8 The Union shall designate one (1) president, who shall have the privileges accorded to a chief steward, steward or staff representative when it is known that the steward or staff representative will be absent or unavailable. The Union may also appoint a vice-president, who shall have the privileges accorded to the president when it is known that the president will be absent or unavailable. Additionally, the Union may appoint a secretary-treasurer, who shall have the privileges accorded to the president when it is known that the president or vice-president will be absent or unavailable.

Section 5.9 It is understood that absence from assigned work as defined in Sections 3 and 4 above does not authorize Union officials, including stewards, to be absent from their jobs

without authorization. It is also understood that privileges granted to be absent from their jobs shall not exceed seventy-five (75) hours annually for stewards, one hundred (100) hours annually for the chief steward and secretary-treasurer, and one hundred fifty (150) hours annually for the president and vice-president. Time limits in this section shall be extended upon mutual Agreement of both parties. Such Agreement shall not be unreasonably withheld.

Section 5.10 Management agrees to allow the Union one-half (1/2) hour during the new employee orientation program to present an explanation of Union procedures and to answer questions.

Section 5.11 Subject to approval by Management based on operational requirements, Union may have a maximum of ninety-six (96) hours of paid leave per calendar year to be divided among the president, vice-president, secretary-treasurer and stewards for the purpose of attending training functions. The leave shall be requested no later than seven (7) calendar days prior to commencement of said leave. No single employee will be permitted to use more than sixteen (16) hours of leave per calendar year, unless approved by Management.

Section 5.12 DJFS will ensure that the President is provided with the use of a secure file cabinet.

Section 5.13 Management will provide one (1) bulletin board in each building for Union updates, information and other Union business. Management also agrees to allow Union officers to utilize employee mailboxes and Agency e-mail to disseminate Union updates and information. Employees shall be prohibited from using the bulletin boards, mailboxes, and e-mails for inappropriate materials including personal attacks or derogatory comments.

ARTICLE 6
IMMUNIZATIONS

DJFS shall provide to all appropriate employees all necessary immunization shots or other medications used for the purpose of immunizations. The determination of the kinds of immunizations needed shall be made by the Clark County Combined Health District.

ARTICLE 7
REST PERIODS

Section 7.1 Management will make every effort to ensure that employees receive two (2) fifteen (15) minute rest periods per day where time permits and the scheduled rest period does not disrupt the operations of the department.

Section 7.2 Employees shall use the first rest period in the morning no earlier than one (1) hour after their scheduled start time and no later than one (1) hour prior to their lunch period/break.

Employees shall use the second rest period in the afternoon no earlier than one (1) hour after their lunch period/break and no later than one (1) hour prior to their scheduled end time.

Section 7.3 In the event an employee needs to change the time of their scheduled rest period, they must inform their supervisor prior to taking their rest period.

Section 7.4 Any unused rest periods shall not be carried over into the next day nor shall the employees be allowed to flex their time. Rest periods may not be used in conjunction with other leave.

ARTICLE 8
PERSONNEL RECORDS

An employee shall have digital access to his/her personnel folder, including a valid Login ID and password.

Where digital access is unavailable, such access to personnel records shall be within two (2) working days of said request. The employee may be accompanied by his/her personal representative in such inspection. An employee may compile and date a list of the documents he/she finds in his/her personnel folder and insert a copy of that list in his/her folder.

An employee may make written request for copies of materials in his/her personnel file which DJFS can legally provide. Employees shall be entitled to one complete copy of their personnel file per calendar year. Copies will be provided at a time and in a manner determined by the Human Resources Department. Employees may not print copies of their personnel file without approval from the employer.

It is understood between parties to this Agreement that this access does not include employer inquiries and references.

ARTICLE 9
LABOR MANAGEMENT COMMITTEE

Section 9.1 In the interest of sound industrial relations, a joint division committee of six (6) persons, half of whom shall be from Management and half of whom shall be from the Union, may convene quarterly, or as otherwise mutually agreed, for the purpose of discussing subjects of mutual concern. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and respect and the solution of common problems. Division level meetings may also be held quarterly or as otherwise mutually agreed, immediately following the joint division meeting. Either party may add additional members on an ad hoc basis to address specific issues.

Section 9.2 DJFS and the Union will prepare an agenda prior to any Labor-Management Meeting (LMM). Proper subject matters to be discussed in a Labor-Management Committee meeting may include, but are not limited to:

A. An alleged violation of an employee or group of employees rights not subject to the grievance or appeal process.

B. Establishment of new work rules, or changes in existing work rules.

C. Discussion and resolution of safety problems on the job.

D. Discussion of case loads.

E. Discuss job standards/objectives.

ARTICLE 10
DISCIPLINE

Section 10.1 DJFS retains the right to adopt rules and regulations for the efficient operation of its departments and conduct of its employees providing these rules and regulations do not conflict with this Agreement. It is agreed that DJFS has the right to discipline or discharge employees for just cause. It is further agreed that a pre-disciplinary hearing will take place as soon as possible, but no later than forty-nine (49) calendar days, following notification of the events upon which the alleged infraction is based to a person in management who did not commit any wrongful act in connection with those events. It is agreed that the employee shall receive a reprimand (if warranted) or written notification of an investigation no later than fourteen (14) calendar days following presentation of the alleged infraction to management. Where the underlying alleged infraction has been referred to a law enforcement agency for criminal investigation, the parties agree to waive the time limits set forth in this section until the investigation has been concluded. Time limits in this section may be extended upon mutual Agreement of the parties. Extensions shall not be unreasonably denied.

Section 10.2 DJFS shall follow the principles of progressive discipline. However, certain offenses and conduct, by their nature, may warrant severe discipline including termination.

Section 10.3 Written reprimands will remain in an employee's file for one (1) year subsequent to the date of reprimand. Suspensions will remain in an employee's file for two (2) years subsequent to the date of suspension. All disciplinary action to be removed from the employee's personnel file must be requested in writing by the employee. All rights to have a disciplinary action removed from the employee's personnel file shall be waived until expiration of the latest reprimand or suspension if a second offense occurs within the time period that the disciplinary action is active in the employee's file.

Section 10.4 Whenever it is necessary to discipline or counsel any employee, Management agrees to do so in a manner that will not embarrass the employee before other employees or the public.

Section 10.5 Anytime a supervisor or representative of Management conducts a pre-disciplinary hearing with a bargaining unit member, they shall notify the employee and the Union in writing of the date, place and time of the pre-disciplinary hearing, the specific charges to be discussed and the right to have a union representative present at all disciplinary hearings of. Anytime a supervisor or representative of Management conducts an investigative meeting with a bargaining unit member, they shall notify the employee and the Union in writing of the date,

place and time of the meeting, the general nature of the issues to be discussed and of his/her right to be present at all disciplinary meetings of bargaining unit members. All notices shall be issued at least forty eight (48) hours in advance.

If the person presiding over the pre-disciplinary hearing finds there is a cause for discipline, the employee and/or Union representative may submit a written response to the pre-disciplinary hearing findings to the Director. This response may include any facts or arguments the employee or Union representative desires the Director to consider prior to discipline.

Section 10.6 If disciplinary action is given to an employee, subsequent to and in conjunction with a meeting as described in Section 5, the representing steward or the President shall be given a copy of the disciplinary action. It shall not be necessary for the steward or chief steward to be present when the notice of discipline is delivered to the employee.

Section 10.7 An employee shall be given a copy of any written warning or written disciplinary action entered into his/her personnel record.

Section 10.8 Counseling tools are not intended to be disciplinary actions and are not grievable or subject to the grievance procedure. Employee shall receive written notice of any counseling no later than fourteen (14) calendar days following knowledge of the alleged infraction. Counseling will remain active for six (6) months subsequent to the date of the counseling provided no intervening counseling or discipline has occurred.

Section 10.9 Discharges may be appealed at the 3rd step within seven (7) actual working days of the removal.

Section 10.10 If an employee receives a suspension, such suspension shall be given in hours as defined by the employee's regularly scheduled working day.

ARTICLE 11
NON-DISCRIMINATION

Section 11.1 It is the policy of Management and of the Union that the provisions of this Agreement shall be applied equally to all employees without regard to age, sex, sexual orientation, marital status, race, color, creed, disability, national origin, and religion.

Section 11.2 Management shall not interfere with the rights of employees to become members of the Union. Management shall not discriminate against employees because of Union activity.

Section 11.3 Management and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws, constitutional and statutory requirements.

Section 11.4 Management and the Union shall share equally in the responsibility for applying this provision of the Agreement.

ARTICLE 12
WORK RULES

Section 12.1 When existing rules are changed or new rules are established, they shall be emailed and posted prominently on all Union bulletin boards for a period of five (5) consecutive work days prior to becoming effective.

Section 12.2 The employer agrees to furnish each affected employee in the bargaining unit and the representing steward with an e-mail copy and/or paper copy of work rules five (5) consecutive work days before they become effective except in an emergency situation. Affected absent employees will be furnished a copy upon the employee's return to work. New employees shall be provided with a copy of the rules at the time of hire.

ARTICLE 13
SAVINGS CLAUSE

This Agreement supersedes all rules and regulations of the Ohio Department of Administrative Services or its successor and all civil service statutes, rules and regulations pertaining to wages, hours and terms and conditions of employment unless otherwise expressly indicated except those presently addressed in O.R.C. Section 4117.10 or its successor statute. If any provision of this Agreement is held to be unlawful by a Court of law, 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, both parties to the Agreement shall meet within ten (10) calendar days for the purpose of reopening negotiations on the unlawful provision involved. However, if the parties are unable to agree within thirty (30) calendar days following commencement of the initial meeting then the matter shall be postponed until contract negotiations are reopened.

ARTICLE 14
GRIEVANCE PROCEDURE

Preamble. A grievance is any dispute which the Union or a bargaining unit member has concerning the interpretation, application, or alleged violation of any provision of the Agreement.

Section 14.1 All grievances must be commenced within seven (7) calendar days after the occurrence of the act or acts included in the grievance.

Section 14.2 All grievances are to be settled in accordance with the four (4) step grievance procedure set forth below, except as specifically provided otherwise in this Agreement. The employee shall identify in writing that part of the Agreement about which he/she is aggrieved.

Section 14.3 The employee may first discuss a complaint with the employee's immediate supervisor and may have his/her Union steward present. It shall be discussed verbally and if settled, no further action shall be taken.

Section 14.4 Steps in the Grievance Procedure

Step 1. The aggrieved employee or group of employees must present the grievance to the immediate supervisor in writing, on the official AFSCME grievance form, within seven (7) calendar days of the occurrence of the act or acts about which there is a complaint. The grievance shall contain the aggrieved employee(s) name and signature; the date and with whom grievance was initially discussed; the specific article(s) violated; a description of the facts giving rise to the grievance; and the requested remedy. The immediate supervisor or his/her designee shall hold a meeting within seven (7) calendar days after the grievance is presented to him/her in writing. The aggrieved employee has the right to have a steward and/or staff representative in attendance at the meeting if he/she so requests.

The immediate supervisor or his/her designee shall reply to the employee within seven (7) calendar days from the termination of the meeting. If an employee does not agree with the response or does not receive a reply to his/her written grievance within seven (7) calendar days, unless the time limits are mutually waived, the grievance may be taken to Step 2 of the grievance procedure. A Step 2 grievance must be filed within seven (7) calendar days after the employee received his/her reply or should have received his/her reply.

Group grievances, in this Step, shall be presented in the first instance to the lowest ranking supervisor common to all employees in the group. If a group grievance is not satisfactorily settled in this Step, the procedure defined in Steps 1 and 2 shall be used.

Step 2. An employee or group of employees whose grievance has not been answered or has been answered, but not settled at Step 1 of this procedure may refer the grievance to the Division Administrator or his/her designee, within seven (7) calendar days following receipt of the answer from the first step. The Division Administrator or his/her designee shall hold a meeting with regard to the grievance within seven (7) calendar days of receipt of the grievance. The Division Administrator or his/her designee shall reply to the employee within seven (7) calendar days from the termination of the meeting. If an employee does not agree with the response or does not receive a reply to his/her written grievance within seven (7) calendar days, unless the time limits are mutually waived, the grievance may be taken to Step 3 of the grievance procedure.

Step 3. If a grievance has not been answered or has been answered but not settled at Step 2, the grievance shall be forwarded to the Agency Director or his/her designee, for the resolution of the grievance. The Agency Director or his/her designee, shall hold a meeting with regard to the grievance within seven (7) calendar days following receipt of the grievance. Both

the employee and Management representatives shall have the right to have available such witnesses as are necessary for the explanation and investigation of the grievance. The Agency Director or his/her designee shall reply to the employee in writing within fourteen (14) calendar days from the termination of the meeting. If an employee does not agree with the response or does not receive a reply to his/her written grievance within fourteen (14) calendar days, unless the time limits are mutually waived, the grievance may be taken to Step 4 of the grievance procedure.

Section 14.5 Arbitration Procedure

Step 4. Arbitration

A. If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to binding arbitration by notice in writing to the American Arbitration Association (AAA) requesting a panel of nine (9) arbitrators with a copy to the Agency Director, or his/her designee, postmarked within thirty (30) actual working days following receipt of the Step 3 answer. Either party may reject one (1) entire panel. The parties may elect to separately rank and submit arbitrator selections or alternately strike names from the panel. If the parties elect to strike names, both DJFS and the Union shall have the right to strike four (4) names from the panel. The party requesting arbitration shall strike the first name, the other party shall then strike a second name, the first party a third name, and other party a fourth 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 Springfield, Ohio (unless the parties mutually agree otherwise).

B. Selection of the arbitrator and scheduling of the arbitration hearing shall be completed within forty-five (45) calendar days after the request for the arbitration panel is sent unless an extension is mutually agreed upon. Either party may reject one (1) calendar submitted to the parties by AAA. The parties will schedule cases involving discharge as soon as possible.

C. 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. He/she 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. In the event the arbitrator finds a violation of the terms of this Agreement, he/she 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 agree to a

written extension thereof. The decision shall be based solely upon his/her interpretation to the meaning or application of the express terms of this Agreement of the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

D. The fee and expenses of the arbitrator shall be divided equally between the DJFS and the Union provided, however, that each party shall be responsible for compensating its own representative and non-employee witnesses.

E. Two or more grievances may not be joined or consolidated for hearing by an arbitrator except upon Agreement of both parties.

Section 14.6 Any grievance that remains unresolved after Step 3 may be submitted to grievance mediation by mutual Agreement of the parties. A request for mediation must be made within seven (7) calendar days after the date the Step 3 reply was or should have been received. If a grievance proceeds to mediation, the procedure set forth in Step 4 shall be stayed until the mediation process is completed. The parties agree to use a Mediator from the Federal Mediation and Conciliation Services or other mediation services at no cost to the parties. The Mediator may not serve as an arbitrator for the same issue which he or she is the Mediator. If a settlement is not reached, the Union may appeal the grievance to Step 4, Arbitration. All applicable time limits for appealing a grievance to arbitration contained in the Collective Bargaining Agreement shall commence on the day of the final mediation conference.

Section 14.7 The parties may, by mutual Agreement, waive any steps or any of the time limits of this Article. The waiver must be in writing and signed by both parties.

ARTICLE 15
SENIORITY

Section 15.1 Seniority: Seniority is defined as the length of continuous employment with the DJFS. This service shall include any "prior years of service" approved by the employer. Employees shall accrue seniority while on paid leave or in active pay status. Employees shall not accrue seniority while on lay-off status, an unpaid non-FMLA medical leave, or any other non-pay status exceeding thirty (30) calendar days.

Upon completion of the probationary period the employee's seniority date shall be retroactive to the date of hire. Probationary employees have no seniority rights.

Section 15.2 Seniority and the employment relationship shall be terminated when an employee:

a. Resigns;
b. Retires;
c. Is discharged for just cause;
d. Is laid-off for a period in excess of eighteen (18) months; or

e. If an employee exceeds an approved leave of absence, unless an extension is granted before the initial leave expires.

Section 15.3 The employer will provide the Union with one (1) copy of a seniority list within fourteen (14) calendar days after the effective date of this Agreement and every January and July thereafter, showing the seniority of each employee in the bargaining unit. A copy of the list shall also be placed on all Union bulletin boards.

Any employee shall have fifteen (15) working days after the list is prepared and posted to protest his position on that list or his date for seniority. If no challenge is received, the list shall be deemed accurate.

ARTICLE 16
PROBATION

Section 16.1 Probation: All newly hired employees covered under this Agreement, including re-hired employees (rehired employees are not employees who have been recalled after a lay-off), must serve a probationary period of two-hundred seventy (270) days. Newly hired employees who have completed their probationary period shall be eligible to use their accumulated vacation. The probationary period will serve to determine the fitness of the employee to perform the job. Periodically during and at the end of the probationary period, the employer will conduct and document an evaluation of the employee. During the initial employment probationary period, the employer, at its sole discretion, may discipline, discharge or otherwise dismiss the probationary employee. The Union will not have the right to challenge the discipline or any action taken regarding a probationary employee under the grievance procedure of this Agreement, except where the challenge is to protect the integrity of the Agreement.

Section 16.2 Any regular employee who is voluntarily transferred (other than on a temporary basis), promoted or given a lateral classification change becomes a special probationary employee upon the date of the transfer, promotion, or lateral classification change and remains so until they have successfully completed a required special probationary period. These special probationary periods shall be as set forth below:

1. A new probationary period shall not be required for any employee who is transferred to another position within the same classification.

2. Promotion or lateral classification change: When an employee is promoted or makes a lateral classification change, the probationary period shall be one hundred eighty (180) days. If an employee does not satisfactorily complete the probationary period, such employee shall be returned to the employee's former position and their probationary period(s) will be considered completed. An individual in a probationary period may apply for a promotion or a lateral classification change, but must complete their current probation prior to appointment, unless waived by the employer.

If an employee agrees to a demotion during their probationary period, their probationary period will be considered completed. No probationary period is required following a demotion.

Section 16.3 Any employee while in his or her initial probationary period, who has lost work time due to an on-the-job injury or approved leave of absence in excess of five (5) working days, shall have his or her probationary period extended by the length of the absence. The probationary period for employee's on probation due to a promotion or lateral classification change or is newly hired may be extended upon review by Management.

ARTICLE 17
VACANCIES

Section 17.1 When DJFS determines a bargaining unit position vacancy exists or a new position is created, the employer shall post a notice of said vacancy or position on the bulletin boards within ten (10) working days of approval. The notice shall be posted for at least seven (7) calendar days. Additionally, a vacancy list or position notice will be sent to the Union. The notice will include the job classification, minimum qualifications, rate of pay, and the Division where the vacancy exists. Those employees who wish to be considered for the posted job must file a written application with the Human Resources Department by the end of the seven (7) calendar day posting period. The Employer shall develop a Point System to utilize during the selection process. Preference will be given to internal applicants/employees of DJFS by way of extra points through the Point System.

Section 17.2 All applications timely filed will be reviewed by Management. Applicants who meet the minimum qualifications will be given the opportunity for an interview. Selection for bargaining unit positions will be made on the basis of skills, knowledge, experience, and the ability to perform the work in question. If the skills, knowledge, experience, and ability to perform the work of two (2) or more applicants are equal, seniority shall be the determining factor.

Section 17.3 A simplified bidding procedure may be established for the purpose of filling vacancies within the same classification and within the same department. Employees eligible to participate in the simplified bidding procedure shall not be eligible to apply for the resulting posted vacancy. Selection shall be in accordance with Section 17.2 of this Article. This provision may be used to streamline the bidding process and shall not be construed as limiting any management rights under this article.

Section 17.4 Under normal circumstances where Management has approved filling a position vacancy, the vacancy will be filled within sixty (60) calendar days from the date of the original posting.

Section 17.5 Due to the nature of the position and in order to prevent an interruption of service, the employer shall have the right to fill a position and make transfers on a temporary basis until such time as the selection of an individual is made to fill the position. As much as practicable, Management will limit such temporary assignments to forty-five (45) calendar days. The parties may mutually agree to extend the time limit.

Section 17.6 If a position is created which is intended by Management to be a temporary position and Management subsequently determines to make that position a regular position, a vacancy announcement shall be posted in the same manner as for all other vacancies.

ARTICLE 18
LAY-OFF AND RECALL

Section 18.1 Lay-off/Abolishment The DJFS, in its discretion, shall determine whether lay-offs are necessary and within which classification lay-offs will occur. Although not limited to the following, lay-offs shall ordinarily be for lack of work and/or lack of funds. If the DJFS determines that positions are to be abolished, employees losing their jobs because of such abolishment shall be given the same rights as laid-off employees. The employer may not lay-off employees for disciplinary reasons or for arbitrary and/or capricious reasons.

Employees will be laid-off from the affected classification in accordance to their overall seniority and their present ability to perform the remaining work available without further specialized training lasting more than sixty (60) days. When seniority is equal, the employee with the lowest last four digits in his social security number will be laid-off first. Affected employees will be given twenty (20) working days notice of lay-off. The employer will lay-off in the following order:

1. temporary employees
2. probationary part-time
3. part-time employees
4. probationary full-time employees
5. full-time employees

Section 18.2 Displacement Rights An employee whose position is abolished, who is subject to lay-off, or who is displaced as a result of lay-off/abolishment shall have the right to fill an available vacancy in the same classification they held at the time of layoff. If there are no current vacant positions in the classification, an employee with more seniority may displace the employee with the least seniority in the same classification. If the employee has no right to displace within the classification and there exists lower classifications, an employee with more seniority may displace the employee with the least seniority in the lower classification as set forth in Appendix A if the employee meets the minimum qualifications of the position. An employee may not displace into a higher classification. For the purposes of this Article, classification is not synonymous with pay range.

An employee must give notice of intent to displace within three work days of receiving the layoff notice.

Any employee displaced from his classification under procedures set forth in this Article may elect to take direct layoff rather than exercise his/her bumping rights. Such election shall be made within three work days of receiving notice of the layoff and shall be final.

Not earlier than 60 days prior to December 31, 2015 either party may by written notice re-open this Agreement for the purpose of negotiating for displacement rights based on the results of a class and compensation study to be performed by a qualified third-party vendor at the discretion of the Employer. The re-opening of the Agreement for this Article shall invoke the dispute settlement procedures set forth in R.C. 4117.14.

Section 18.3 Recall Rights Employees who are laid-off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their lay-off. Any recalled employee may be required by Management or may request to attend review sessions and/or updated training classes. Review/training in this section may be conducted by the employer on-site or at an approved training facility at the employer's expense.

If an employee is recalled to a position in a lower job classification, he shall have the right to return to the job classification he held prior to being laid-off in the event it subsequently becomes available. If an employee is recalled to a lower rated job classification, the employee shall have the right to refuse the recall. Management shall not hire new employees in affected bargaining unit positions as long as there are still employees on the recall list who are presently qualified to perform the work in the affected job classification and are willing to be recalled to said classification. Recall is limited to the position held by the employee at the time of layoff and those lower rater positions within the same group as set forth in Appendix A.

Employees who are eligible for recall shall be given fourteen (14) calendar days notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union. The employee must notify the DJFS of their intention to return within seven (7) calendar days after receiving notice of recall. Management shall be deemed to have fulfilled its obligations by mailing the recall notice by Certified or Registered mail; return receipt requested, to the mailing address provided by the employee, it being the obligation and responsibility of the employee to provide DJFS with his latest mailing address.

ARTICLE 19
SAFETY

Section 19.1 It is the responsibility of DJFS to provide safe working conditions, tools, equipment and working methods for their employees. DJFS will make every effort to ensure that all safety rules and good working methods are used by its employees. The employer will take prompt action to correct any identified unsafe conditions in the workplace.

Section 19.2 Employees will follow all safety rules and procedures. Employees must immediately report unsafe working conditions to a supervisor.

Section 19.3 DJFS will provide and maintain fully stocked first-aid kits and/or emergency equipment in well marked areas and in all agency vehicles.

Section 19.4 DJFS shall maintain an agency-wide Safety Committee. Members of the Safety Committee will be comprised of management, bargaining and non-bargaining members who

have agreed to be either on the Security or Emergency Response Teams. The Security and Emergency response teams are responsible for responding to security and emergency incidents through the campus, following the protocol as established by the committee. The committee shall review safety complaints, make recommendations for the prevention of accidents, safety training programs, and shall review all accident/incident reports within the Agency. A current list of all Safety Committee members shall be posted on each bulletin board.

ARTICLE 20
NO STRIKE / NO LOCKOUT

Section 20.1 The Union, its officers, agents or representatives shall not authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage or any other interruption or withholding of services from the employer by its employees during the term of this Agreement.

Section 20.2 When the Union receives notice from the employer, by Certified Mail addressed to the Union at the office of AFSCME Ohio Counsel 8, that any of its members are engaged in perceived violations of Section 1 of this Article, the Union shall immediately notify all bargaining unit employees that any strike, work stoppage or any other interruption or withholding of services from the employer is prohibited, not sanctioned by the Union, and shall instruct all employees to return to work immediately.

Section 20.3 The employer agrees that neither it, nor its officers, agents or representatives will individually or collectively authorize, instigate, cause, aid or condone any lockout of employees, during the term of this Agreement.

ARTICLE 21
SICK LEAVE

Section 21.1 Accrual All full-time employees shall earn sick leave of 4.6 hours for each completed eighty (80) hours of service, with a maximum accumulation of 120 hours per year. Unused sick leave is indefinitely cumulative. The accrual rate shall be prorated for those employees who are otherwise eligible for sick leave and who work less than 80 hours in a bi-weekly pay period. Employees shall not accrue sick leave credit during any unpaid leave or disciplinary suspension.

Section 21.2 Usage Employees may use sick leave for the following reasons:

(1) illness or injury of the employee;
(2) pregnancy, childbirth and other conditions related thereto;
(3) exposure by the employee to contagious disease which could be communicated to and jeopardize the health of other employees or clients;
(4) examination of the employee, including medical, psychological, dental or optical examination, by an appropriate licensed practitioner;

(5) death of a member of the employee's immediate family;
(6) illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or the affected family member; or
(7) examination, including medical, psychological, dental or optical examination, of a member of the employee's immediate family by an appropriate licensed practitioner where the employee's presence is reasonably necessary.

Sick leave may not be used to cover tardiness. The approval and/or recommendation for sick leave does not prevent investigation and/or issuance of discipline for abuse of sick leave or violation of sick leave policies.

Sick leave shall be used in segments of one-quarter (1/4) hour.

Section 21.3 Notification by Employee An employee who is unable to work for one or more of the reasons set forth in Section 21.2 of this Agreement shall notify their immediate supervisor pursuant to the procedures set forth by their supervisor before his scheduled starting time, on the first day of absence and each day thereafter, unless unusual circumstances prevent such notification in which case the employee shall notify the Employer as soon as possible. An employee who is required by the Employer to notify a live person of his/her inability to work for one or more of the reasons set forth in Section 21.2 of this Agreement shall be permitted to make such notification no later than one half (1/2) hour after his/her scheduled starting time on the first day of absence and each day thereafter. Absent an emergency, the employee may not have family members or friends make the call for him or her, or leave voice mail messages or messages with co-workers in lieu of speaking with the supervisor or designee, unless approved by the Supervisor in advance. Where the employee is expected to be off work for three (3) consecutive work days or more, the employee and supervisor may make alternate call-in arrangements such that the employee will not be required to call-off on each day of absence.

Section 21.4 Proof of Illness Any employee who is absent for three (3) consecutive work days may be required to submit a physician's statement. The physician's statement must be signed by the treating physician, and must verify that the employee was unable to work during the period in question.

The Employer shall have the right to require a satisfactory physician's statement for absences fewer than three (3) consecutive days if it concludes that this action serves the best interest of the Department or to verify the proper use of sick leave. The Director may require an employee who has been absent from work due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician designated and paid for by the Employer, to establish that he is not disabled from the performance of his normal duties, that he is able to perform the material and substantial duties of his position, and/or that his return to duty will not jeopardize the health and safety of other employees or clients.

If an employee fails to submit adequate proof of illness or injury or in the event such proof, as is submitted, or upon the request of medical examination, the Director finds that there is

not satisfactory evidence of illness or injury sufficient to justify the employee's absence, such leave may be considered an unauthorized leave and shall be without pay.

Any abuse, excessive use or patterned use of sick leave shall be just and sufficient cause for disciplinary action. Disciplinary action may be taken against an employee who falsifies any sick leave documentation.

Where sick leave of three (3) days or more is requested to care for members of the immediate family, the Director may require a physician's certificate of statement to the effect that the presence of the employee was necessary to care for the ill family member.

In the event the Employer determines that the employee's absence is not supported by appropriate documentation, the Employer may send the employee to a physician of the Employer's choosing at the Employer's costs. If the employee's physician and the Employer's physician disagree, the Union may request, within five (5) working days, that the matter be referred to a third physician whose medical opinion shall be final and binding. Such physician shall be mutually selected by the employee's physician and the Employer's physician. The expense of this third physician shall be shared equally by the parties.

Section 21.5 Immediate Family When the use of sick leave is due to the illness or injury in the immediate family, "immediate family" shall be defined to only include the following: employee's spouse, children, grandchildren, parents, grandparents, siblings, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, step-parents, step-children, step-siblings, and legal guardian or other person who stands in the place of a parent to the employee.

Section 21.6 Leave of Absence If illness continues past the period covered by earned sick leave, the employee with the approval of the Employer may be granted use of earned vacation leave, personal or compensatory time. Employees who have exhausted all paid sick leave, vacation leave, and compensatory time may at the sole discretion of the Director be granted a personal leave of absence without pay for a period not to exceed six (6) months subject to the provisions of FMLA.

Section 21.7 Conversion Upon Retirement Employees taking retirement with at least ten (10) years of completed service shall receive cash payment for accumulated sick leave at the employee's base rate of pay at the time of separation at the following rates:

A. Employees with 10 years of completed service shall be allowed to convert 1/4th of their accumulated sick leave balance not to exceed 240 hours;

B. Employees with 20 years of completed service shall be allowed to convert 1/3rd of their accumulated sick leave balance not to exceed 480 hours;

C. Employees with 30 years of completed service shall be allowed to convert 1/2 of their accumulated sick leave balance not to exceed 720 hours.

Upon conversion of sick leave, all hours of accumulated sick leave will be deemed waived. An employee may convert his or her sick leave credit balance to cash under the provisions of this Article only once.

ARTICLE 22
INSURANCE

Section 22.1 Eligibility for Health Care Benefits All full-time employees and employees working more than 32 hours per week are entitled to coverage under the health insurance benefits plan, dental plan and life insurance plan which is provided by the County.

Section 22.2 General Description of Health Care Benefits The health insurance benefits plan will include coverage for hospitalization, diagnostic services, prescriptions, office visits and mental health services under the terms of a plan applicable to employees of the Board of County Commissioners. All benefits, payments, annual or service deductibles, co-payments and other costs shall be the same as those applicable to employees of the Board of County Commissioners. An IRS Section 125 plan shall be made available to employees so that premiums paid by employees are made on a pre-tax basis.

Section 22.3 Changes to Coverage/Rates If premium rates increase over the course of this Agreement, the parties agree to meet and discuss regarding the increase in premium cost for the purpose of discussing alternatives to maintain cost control, including, but not limited to, alternate insurance coverage and/or alternate means of providing coverage. In the event the employee premium contribution exceeds ten percent (10%) of the total premium, the parties agree to reopen the insurance article. The Union recognizes the right of the Employer to secure alternate insurance carriers and to modify insurance coverage, which measures may be used to maintain or lessen premium costs.

It is further agreed and understood that during the term of this Agreement, the insurance group carrier may, through no fault of the County, Union, or employees cease coverage. Should such occur, employees shall be given the opportunity to enroll with an alternative carrier at the same or similar level of benefits with the appropriate premium rates subject to the premium rate applied herein.

Additionally, it is agreed and understood that during the term of this Agreement, specific carriers/providers under the plan may unilaterally institute payments or conditions which modifications will be required for subscription to that carrier/provider. All such changes would be referred to the insurance committee.

Section 22.4 Dental Plan Full family and single coverage will be provided at employee's cost under the County dental program.

Section 22.5 Life Insurance A $10,000 term life insurance program will be provided to all eligible employees along with an additional $10,000 accidental death and dismemberment policy.

Section 22.6 Employee Assistance Program An Employee Assistance Program for eligible employees and dependents will be available.

Section 22.7 Deferred Compensation Program The County will provide a Deferred Compensation Program for all eligible employees.

Section 22.8 Appeals Appeals regarding the payments of insurance claims must be processed through the appeals procedure in the County benefits program and may not be submitted through the grievance procedure.

Section 22.9 Vision Insurance Full family and single coverage will be provided at employee's cost under the County vision program.

Section 22.10 Health Labor Management Committee A representative from the Union may participate in the Health Labor Management Committee meetings.

ARTICLE 23
HOLIDAYS

Section 23.1 Holidays Observed Holiday pay shall be eight (8) hours of pay at the employees regular rate of pay. All full-time employees shall receive the following holidays off with pay:

1.	New Year's Day	January 1
2.	Martin Luther King, Jr. Day	3rd Monday in January
3.	Presidents Day	3rd Monday in February
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	1st Monday in September
7.	Columbus Day	2nd Monday in October
8.	Veteran's Day	November 11
9.	Thanksgiving Day	4th Thursday in November
10.	Day after Thanksgiving	4th Friday in November
11.	Christmas Eve	December 24
12.	Christmas Day	December 25

Section 23.2 Observance of Holidays Any holiday which falls on a Saturday shall be celebrated on the preceding Friday and any holiday which falls on a Sunday shall be celebrated on the succeeding Monday.

Section 23.3 Work Performed on Holidays Employees who are required to work on a holiday due to the nature of the position shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for the hours actually worked in addition to the holiday pay.

Section 23.4 Eligibility Employees must work the day before and the day after a holiday or be on vacation, personal leave, sick leave or using compensatory time in order to receive

holiday pay. Employees shall not be eligible if they are in an inactive pay status the day before and the day after a holiday. If a holiday occurs during a period of paid sick leave or vacation leave, the employee will draw holiday pay and will not be charged for sick leave or vacation.

Section 23.5 Holidays with pay shall be construed as time worked for the purpose of computing overtime, pursuant to the overtime provision of this Agreement.

Section 23.6 Part-Time Employees Part-time employees are eligible for holiday pay at the straight time hourly rate to a maximum of eight (8) hours for that portion of a holiday for which they would have normally worked. Part-time employees who are scheduled to work on a holiday shall be paid at the rate of one and one-half (1 ½) times their regular rate of pay for the hours actually worked in addition to the holiday pay.

ARTICLE 24
VACATION LEAVE

Section 24.1 Purpose For purposes of vacation leave, all full-time employees shall earn annual vacation leave according to their number of years of service with the Department, together with the "prior service time" that they may have when they transfer to DJFS. Prior service time for purposes of this Article is the length of full-time service of an employee with another public entity in Ohio. Such credit will be given prospectively upon the first pay period after executing of this agreement. All "prior service time" must be approved by the Employer. New hires must complete their initial probationary period before taking any accrued vacation.

Section 24.2 Accumulation of Vacation Leave Employees shall earn vacation according to the following schedule:

1. Employees, upon the attainment of the first year of employment, will have earned eighty (80) hours of vacation.

2. Employees with one (1) year, but less than four (4) years of service shall earn vacation leave at the rate of 3.1 hours per eighty (80) hour pay-period up to a maximum of eighty (80) hours of vacation per year.

3. Employees with four (4) years, but less than thirteen (13) years of service shall earn vacation leave at the rate of 4.6 hours per eighty (80) hour pay-period up to a maximum of one hundred twenty (120) hours of vacation per year.

4. Employees with thirteen (13) years, but less than twenty-five (25) years of service shall earn vacation leave at the rate of 6.2 hours per eighty (80) hour pay-period up to a maximum of one hundred sixty (160) hours of vacation per year.

5. Employees with twenty-five (25) or more years of service shall earn vacation leave at the rate of 7.7 hours per eighty (80) hour pay-period up to a maximum of two hundred (200) hours of vacation per year.

Section 24.3 Scheduling Employees shall take vacation in increments of one-quarter (1/4) hour. Scheduling of vacations shall be subject to the approval of the immediate supervisor. However, the wishes of the employee will be taken into consideration when the efficient operation of the department permits. Management will make reasonable efforts to mutually establish a schedule for employees to select and take vacation. Employee's vacation request shall not be unreasonably denied.

Management must answer an employee's vacation request within seven (7) working days after the request has been submitted or the request is automatically approved.

Employees must request non-scheduled vacation twenty-four (24) hours in advance, except in unexpected/emergency situations.

Vacation leave shall not be used to cover tardiness.

Section 24.4 Accrual and Carryover of Vacation Employees shall make every effort to use vacation leave during the year in which it is accrued and prior to the next recurrence of the anniversary date. Vacation time not taken during the year in which it was accrued may be accumulated for a period of up to three (3) years at the employee's rate of accrual. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance. Where an employee has been denied vacation due to operational needs and cannot reschedule within the calendar year, the employee may submit a written request to the Director for approval to carryover the days denied, not to exceed five (5) days at the employee's current rate of accrual.

Section 24.5 Vacation leave shall be considered as time worked for the purpose of computing overtime, pursuant to the overtime provision of this Agreement.

Section 24.6 In the case of a death of a DJFS employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid in accordance with Section 2113.04 of the Ohio Revised Code or to his/her estate.

ARTICLE 25
PERSONAL LEAVE

Employees shall be granted three (3) personal leave days per calendar year if they have not used more than sixty (60) hours of sick leave in the preceding year, excluding use of Bereavement, of no more than 5 days per occurrence. Personal leave shall not be accumulated or converted to cash payment, unless operational needs prevented the employer from granting the employee's request provided the employee makes a timely request but no later than December 1. Personal leave days shall be requested twenty-four (24) hours prior to taking such leave, except in an unexpected, emergency situation. Personal leave shall not be unreasonably denied. Personal leave shall be taken in one-quarter (1/4) hour increments.

ARTICLE 26
JURY DUTY / COURT APPEARANCE

Section 26.1 Leave With Pay Employees shall be eligible for paid leave during regularly scheduled working hours if he/she is subpoenaed to appear before any Court, Commission, Board, or other legally constituted body authorized by law to compel appearance or summoned for Jury Duty. All compensation received by the Employee from the Court for services rendered during normal working hours shall be remitted to the County.

In order to be eligible for such payment, the affected employee must notify his supervisor within a reasonable time after receiving the Court Notice, but before the time to appear, and must submit a written statement from an appropriate Court official which states the date(s) the employee served and the total amount of pay received. An employee is expected to return to work upon release from Court duty for the remaining hours of his shift if it is reasonable to do so. Notice to Appear must be submitted with the Leave request.

Section 26.2 Other Leave Employees may use vacation, personal leave, compensatory time, or leave without pay when appearing before a Court or other legally constituted body in a matter in which an employee or immediate family member is a party. Such instances include, but are not limited to, criminal or civil cases, traffic Court, divorce proceedings, custody or appearing as directed as parent or guardian of juveniles. Such absences must be scheduled in advance through the employee's supervisor.

ARTICLE 27
BEREAVEMENT LEAVE

An Employee may use sick leave time upon the death of a member of the employee's immediate family. No more than five (5) work days of leave shall be granted. Additional days using sick leave may be granted at the discretion of the employer. Employees must use Bereavement leave for matters related to the death of a family member, and failure to do so may result in discipline. The employee shall present a copy of the obituary upon return to work in order to use bereavement leave.

The immediate family is defined as the employee's spouse, children, grandchildren, parents, grandparents, siblings, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, mother-in-law, step-parents, step-children, step-siblings, and legal guardian or other person who stands in the place of a parent to the employee or their spouse.

ARTICLE 28
LEAVES OF ABSENCE

Section 28.1 Leave Without Pay The Employer may grant a leave of absence to any employee for a maximum of six (6) months for any personal reasons of the employee, including educational pursuits. Such leave may be extended or renewed beyond the six (6) month duration.

The granting of any leave of absence is subject to approval of the Department Director and appointing authority. Employees will request in writing to the Department Director or his designee thirty (30) days prior to the commencement of the desired leave, so that the various functions may proceed properly.

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while the employee is on leave will be terminated and/or displaced upon the employee's return from such leave. The affected employee will be considered for other vacancies.

An employee may return to work before the scheduled expiration of leave if requested by the employee and approved by the Employer. If an employee fails to return at the expiration of an approved leave of absence, the Employer may take whatever action it deems appropriate.

While on leave without pay status, an employee shall not accumulate sick leave or vacation leave, nor shall he/she receive holiday pay. An employee on an unpaid leave of absence must pay the premium for his/her insurance, including any dependent coverage, to keep such coverage in force during such leave.

Leave without pay shall not be granted to an employee for the purpose of engaging in partisan political activity.

The Director may revoke the leave for business reasons upon two (2) week's written notice to the employee that he/she must return to work.

If an employee is found to be on leave for reasons other than those stated in the request, the leave may be canceled immediately and the employee will be given notice to return to work within three (3) working days or forfeit his/her position. This action is not appealable.

Section 28.2 Family and Medical Leave Act (FMLA) In accordance with FMLA, the Employer grants job-protected, unpaid family and medical leave to eligible employees for up to 12 weeks per 12-month period.

Section 28.3 Disability Leave A physically incapacitated employee may request a disability leave. A disability leave may be granted when the disability continues beyond accumulated sick leave rights and/or approved leave without pay and provided the employee is:

(1) hospitalized or institutionalized,
(2) in a period of convalescence following hospitalization or institutionalization authorized by a physician at the hospital or institution,
(3) is declared incapacitated for performance of the duties of the position by a licensed physician, or
(4) is declared incapacitated by a chiropractor for a non-medical reason.

The employee may request and be granted a disability leave, provided that the conditions in the disability leave policy of the DJFS Personnel Procedures Manual are met.

Benefits While on Disability Employees who have applied for and received a disability leave under the provisions of this section, and have a disability of less than ninety (90) days will be covered under the Employers health benefits plan. After ninety (90) days, the Employer will assess if the employee can return to work, by requiring a certification from the attending physician or examination provided by, a doctor secured and paid for by the Employer. If unable to return, a request should be submitted to the State for disability retirement. If possible, a date should be stated by the attending physician when the employee will return. After ninety (90) days, the employee will be put on a bill-at-home basis and will be reinstated when they return to work. If an employee is incapacitated and in the hospital they will also be carried for the first ninety (90) days and will also be put on bill-at-home basis after ninety (90) days.

In the event the Board of County Commission changes the number of days for coverage under the Employer's health plan, the parties agree to follow the Board's new policy. For example if the Board changes the days from the current 90 to 30, any references to 90 days will be changed to reflect 30 days.

Reinstatement Reinstatement rights following disability leave is extended for two (2) years from the last date worked by the employee. Upon reinstatement from disability leave, an employee will be returned to the same or to a similar position. Any appointment to a position vacated by disability leave will be on a temporary basis and the person accepting such a position must be made aware of its temporary nature. Should the employee returning from leave be reinstated to another position, the status of the temporary appointee will be determined by the Employer and the Personnel/Human Resources Director. The displaced person shall be considered for open positions.

An employee who has been granted a disability leave is to be reinstated within ninety (90) days after making written application and providing written documentation from the employee's physician verifying the employee passed a medical examination and showing full qualifications to perform the duties of the position.

Section 28.4 Military Leave The Employer agrees to provide bargaining unit members who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia, or a member of another reserve unit of the armed forces, or is serving in the United States Air Force, Army, Navy or Marines, a leave of absence without loss of pay for the time they perform service in the uniformed services for up to one month for each calendar year in which they perform service in the uniformed services. The Employer and the Union Agree and understand that federal and state laws shall apply.

ARTICLE 29
UNIFORMS/MECHANIC ALLOWANCE

Section 29.1 The Employer will provide uniforms for employees in operations where uniforms are required by the Employer. The Employer will provide the following items:

(1) Eleven (11) uniform shirts and eleven (11) pairs of uniform pants;
(2) one (1) seasonal jacket (exchanged by the uniform vendor);
(3) one (1) pair of safety shoes (as required by nature of work)

Section 29.2 Maintenance Dry cleaning of uniforms shall be provided by the Employer. Employees shall be responsible for any damages (above and beyond normal wear and tear) caused by employees to the items listed above.

Section 29.3 The Employer will determine uniform styles, a safety shoe replacement schedule, and the procedures for uniform maintenance after reviewing recommendations made by the Labor-Management Committee.

Section 29.4 Mechanics shall be provided with an annual allowance of no less than $2,000.00 to be used for purchasing tools and other equipment by the mechanics. The Employer shall also provide insurance coverage for the mechanics' tools located onsite. Level of coverage shall be determined by the Employer. During the term of this Agreement the amount of insurance coverage shall not be decreased.

ARTICLE 30
MILEAGE

Section 30.1 Employees shall receive mileage and parking reimbursement for the authorized use of private automobiles on employer business. Reimbursement forms must be filed showing the date and time travel, location, and an accurate representation of mileage accumulated. Mileage will be reimbursed at the rate set by the County Commission. The rate may change over the life of the Agreement.

Reimbursement for parking will be made up to $5.00 without a receipt and for the actual cost if over $5.00 if a receipt is presented.

ARTICLE 31
HOURS OF WORK AND OVERTIME

Section 31.1 Hours of Work The normally scheduled hours of work shall consist of eight (8) hours plus that time for an unpaid lunch period in between, five (5) days a week, Monday through Friday, except in extended hour operations made necessary because of the nature of the work.

Section 31.2 Overtime

A. The Employer shall pay overtime at the rate of time and one-half (1 ½) of the regular straight time hourly rate (including shift differential) for all required overtime worked by hourly rated employees in excess of forty (40) hours per week. Overtime is time worked continuous to the regular work schedule whether it precedes or follows that shift.

B. Voluntary overtime shall be offered to the most senior employee with the needed skill set in each job classification where overtime is worked and rotate assignment from a list which begins with the most senior.

C. Management reserves the right to require overtime for employees, should it be necessary to require overtime. Management will begin assignments with the least senior employee with the needed skill set in each job classification where overtime is worked and rotate such assignments from a list which begins with the least senior employee. When possible, Management shall give a twenty-four (24) hour notice of required overtime.

D. Overtime premiums shall not be pyramided, compounded or paid twice for the same time worked.

E. Paid vacation time, compensatory time, injury leave time, personal leave, and paid holidays shall be counted as time worked for the purpose of computing entitlement to time and one-half overtime.

F. The Labor-Management Committee may discuss the overtime procedures and mutually agree to an alternate procedure.

Section 31.3 Flexible schedule Upon approval of the supervisor, employees may use "flex time." A request for flex time will not be granted where it will impair or limit the Employer's ability to provide services to the public. Request for "flex time" shall not be unreasonably denied.

Section 31.4 Compensatory Time Employees who have worked overtime for which they are entitled to pay at the rate of time and one-half may take compensatory time at the rate of time and one-half in lieu of pay at the overtime rate. Employees are eligible to accrue no more than two hundred forty (240) hours of compensatory time.

Compensation (Pay or Compensatory Time) for voluntary overtime (overtime voluntarily suggested by the employee or the Employer) shall be determined by the Employer prior to the overtime being performed.

Section 31.5 On-Call Employees who are on-call shall receive one (1) hour of overtime for each 8 hour shift that they are on-call. If the on-call falls on a holiday, the employee shall receive two (2) hours of overtime for each 8 hour shift that they are on-call. If the holiday is observed on Friday or Monday, the employee shall receive two (2) hours of overtime for each 8 hour shift that they are on-call on the weekend.

If the employee is called-in they shall receive the appropriate rate of pay.

Section 31.6 Where the County Commissioners, the Agency Director or a designee closes the DJFS to the public during normal business hours, employees who work shall be compensated at

the rate of time and one-half (1 ½) of the regular straight time hourly rate (including shift differential) for all hours worked. All other employees shall be paid eight hours of the regular straight time hourly rate (including shift differential).

ARTICLE 32
LEAVE DONATION PROGRAM

Section 32.1 In cases of personal hardship to a bargaining unit employee brought on by catastrophic or prolonged illness or injury, where the employee has exhausted or is expected to exhaust all accumulated, unused paid leave as a result of the catastrophic or prolonged illness or injury, the employer and Union may, but are not required, to enter into an Agreement pursuant to the following guidelines to assist the affected employee through the donation of accumulated leave (vacation, or compensatory time or sick leave) and/or personal leave by other employees who volunteer to do so.

Section 32.2 Definition The "catastrophic illness or injury" must be medically significant requiring ongoing medical attention. A "prolonged illness or injury" is one in which the illness or injury causes or is expected to cause the employee to be absent from work more than 30 days per occurrence.

Section 32.3 Joint Committee The employer will appoint three (3) members on an annual basis. The Union will appoint three (3) members on annual basis. The Joint Committee will meet to review request for leave under this section. Any decision of the Joint Committee shall be final, and it shall not be subject to the grievance or arbitration procedure.

Section 32.4 Application Applications for catastrophic or prolonged illness or injury leave donation must be submitted to the Director or his/her designee. Upon receipt, all applications that meet the requirements of Section 2 shall be forwarded to the Joint Committee.

ARTICLE 33
EVALUATIONS

Section 33.1 All DJFS employees will be evaluated at least once annually.

Section 33.2 Both the employee and the supervisor shall participate in the evaluations. The employee shall be given an opportunity to examine all evaluations and discuss the evaluation with his/her immediate supervisor and to sign the evaluation form to indicate that he/she has done so, although his/her signature on the form does not necessarily indicate his/her agreement with the evaluation. In the event an employee refuses to sign an evaluation form, the supervisor and the employee may each call another employee as a witness to the refusal to sign and to sign as a witness to the employee's refusal to sign the form. Any additional comments, statements, or objections by the employee to the evaluation may be submitted on an attached memorandum, and the presence of such attachment must be noted on the evaluation form itself by the employee, and become a permanent part of the employee's record. The employee shall receive a copy of the evaluation at that time and the evaluation shall be placed in the employee's personnel

file, once an employee has signed the evaluation form, Management shall not make any further changes.

Section 33.3 The Employer shall provide written notice to an employee when performance has fallen below acceptable standards and may result in an overall low rating on their annual evaluation.

Section 33.4 When an employee receives a less than satisfactory evaluation, it may be appealed to the second step and third step of the grievance procedure within seven (7) working days of receipt of the evaluation. The performance review is not appealable to Arbitration.

ARTICLE 34
SUBCONTRACTING

Where the Employer identifies an operational need to subcontract work, the Employer must meet with the Union at least twenty (20) business days before releasing a request for proposals or otherwise providing public notice of its intent to subcontract work. Employees will not be displaced as a result of subcontracting.

ARTICLE 35
WAGES

Section 35.1 Contingent upon agreement and ratification by union membership and the Clark County Board of Commissioners; wage for the term of this agreement shall be addressed in accordance with this Article:

A. Effective January 1, 2014, each employee shall receive a two percent (2%) wage increase to their base rate of pay, unless the greater amount exceeds the pay range maximum set forth in Appendix A.

Effective January 1, 2015, each employee shall receive a two percent (2%) wage increase to their base rate of pay, unless the greater amount exceeds the pay range maximum set forth in Appendix A.

Not earlier than 60 days prior to December 31, 2015 either party may by written notice, re-open the contract for the purpose of negotiating wages for 2016 based on the results of a class and compensation study to be performed by a qualified third-party vendor at the direction of the Employer. The reopening of the Agreement for wages shall invoke the dispute settlement procedures set forth in ORC Section 4117.14.

Consistent with past practices, where a wage increase exceeds the pay range maximum, affected employees shall receive the equivalent in a lump sum payment.

Section 35.2 Completion of Probationary Period Employees upon the completion of his/her newly hired or promotional probationary period shall receive a one-time 3% wage increase to their base rate of pay.

Section 35.3 Temporary Rates Employees required to work and substantially perform the job duties in a higher classification or serve as an interpreter/translator for at least 20% of the day on a temporary basis will be paid at the appropriate step in the higher pay range which represents at least a three percent (3%) increase over the employee's present wages. Temporary rates shall apply to any member at any time he/she is required to work and substantially perform the job duties of a higher classification for a period of more than five (5) consecutive work days, except those duties which are incidental to the duties set forth in the description of duties of his/her regular classification assignment. Payment will be made upon completion of the work in the employee's next pay period. This section shall not apply to training programs.

Section 35.4 Shift Differential When a full-time bargaining unit member works sixty percent (60%) or more of his/her regularly scheduled shift, excluding overtime, between the hours of 3:00 p.m. and 7:00 a.m., that employee is entitled to twenty-five ($0.25) an hour shift differential for all hours worked in addition to his/her base rate of pay. When an employee is scheduled to work on a holiday, as part of his/her regularly scheduled shift, that employee shall receive the shift differential for both his/her regularly scheduled work hours and his/her holiday pay.

When an employee who normally works a shift not eligible for shift differential is reassigned to a regular work schedule to work non-overtime hours on a shift that is eligible for shift differential, the employee is entitled to shift differential pay in accordance with this Article.

Section 35.5 Educational Degrees Employees attaining an Associate Degree shall receive a 4% wage increase, unless he/she was given credit or hired in at an Associate level. Employees attaining a Bachelors Degree shall receive a 8% wage increase, unless he/she was given credit or hired in at an Bachelors level. Employees who have previously received a wage increase for attaining an Associate Degree or was given credit or hired in at an Associate level shall receive a 4% wage increase. Employees attaining a Masters Degree shall receive a 4% wage increase, unless he/she was given credit or hired in at a Masters level. In the event that any of the wage increases exceed the pay range maximum, the employee shall only be entitled to the pay range maximum.

Section 35.6 Performance Pay/Pool On or about July1, 2015, the Employer based upon the financial status of the Agency and the class and compensation study referenced in Section 35.1 of this Agreement will determine a performance pool ranging from 0% to 3%. This pool

will be used to determine the amounts, if any, to be given to employees as performance pay. The performance pay, if any, shall be disbursed to employees as a one-time supplement during the first pay period of January 1, 2016. The performance pay shall be based upon factors as determined by the Employer, including employee evaluations and other objective criteria. The Union shall be afforded the opportunity to provide input into the process of developing these factors and objective criteria.

Section 35.7 Licenses and Certifications The employer will reimburse the employee for all fees associated with Licenses and Certifications required by the Employer.

Section 35.8 The Employer reserves the right to hire new employees at a rate above the respective pay range minimum based upon the new employee's qualifications and experience. The pay rate shall not exceed the highest paid employee with similar skilled set and years of experience. Such determination shall be at the sole discretion of the Employer, and shall not affect the rate of other employees.

Section 35.9 Bilingual Pay Employees who are required by the Employer as set forth in the employee's job description to possess and maintain proficiency in a foreign language shall receive an amount equal to 5% of the minimum of the assigned pay range. This amount shall be added to their current rate of pay as bilingual differential pay.

ARTICLE 36
LONGEVITY

Section 36.1 In addition to the wage increases specified herein employees who have not obtained a higher degree (i.e. Associate, Bachelor and/or Masters Degree) or were hired in at an advanced wage level due to education covered by this Agreement shall receive a payment for recognition of years of service as follows:

1. Employees who have completed twenty (20) years of service shall receive a four percent (4%) wage increase to their base pay.

2. Employees who have completed twenty-five (25) years of service shall receive a four percent (4%) wage increase to their base pay.

In the event any of the wage increases exceed the pay range maximum, the employee shall only be entitled to the pay range maximum.

ARTICLE 37
PRINTING OF CONTRACT

Section 37.1 Management and the Union will split the cost of printing this Agreement on a 50/50 basis.

ARTICLE 38
TUITION REIMBURSEMENT

Section 38.1 All full-time employees who have completed one year of service and are actively working with the Agency are eligible for reimbursement.

Section 38.2 Employees may request reimbursement for courses that directly relate to their job duties or employees may work towards an associate, bachelor, or graduate degree related to their job. Reimbursement may be requested for tuition, books and lab fees. Application, transcripts, parking and other fees are not eligible. The Employer will also provide reimbursement for application and examination fees associated with obtaining specialized licenses and certification required by the Employer.

Section 38.3 The maximum amount for reimbursement per employee per year is $5,250.00, subject to funds being available. Where the Employer determines that educational funds may not be available, the Employer must notify the Union as soon as possible. Employees must submit their request on the proper form(s) no later than one month prior to the start of the first class. The employee must satisfactorily complete the course(s) and receive a minimum of a 'C' grade or pass. Upon completion of the course(s), all verification must be presented within six weeks of completion of the course, otherwise, the reimbursement request will be denied.

Section 38.4 Employees who received tuition reimbursement and choose to voluntarily leave shall be required to repay the Agency as follows:

1. The employee shall be required to pay 100% of the tuition reimbursement if the employee leaves within one (1) year of receiving the tuition reimbursement.

2. The employee shall be required to pay 66.67% of the tuition reimbursement if the employee leaves within two (2) years of receiving the tuition reimbursement.

3. The employee shall be required to pay 33.33% of the tuition reimbursement if the employee leaves within three (3) years of receiving the tuition reimbursement.

ARTICLE 39
DURATION OF CONTRACT

Section 39.1 This Agreement shall become effective upon execution of the contract and shall remain in full force and effect for the covered employees until December 31, 2016.

Section 39.2 If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date and no later than eighty (80) calendar days prior to the expiration date of this Agreement. Such notice shall be mailed to the party by certified mail with return receipt requested. The parties

shall set the date to commence negotiations within fourteen (14) days upon receiving notice above unless the parties mutually agree otherwise.

This Agreement is signed this 2nd day of April, 2014.

FOR THE BARGAINING UNIT:

AFSCME, OHIO COUNCIL 8, LOCAL 1939

Stacey Benson-Taylor,
Lead Negotiator

Karen Simms, President.

Linda Wagner, Vice President

APPROVED AS TO FORM:

D. Andrew Wilson, Prosecutor
Clark County, Ohio

RECORDED BY:

Megan Lokai, Commission Clerk

Resolution # 2014 - 0252

BOARD OF COUNTY COMMISSION CLARK COUNTY, OHIO:

John Detrick, Commissioner

David Hartley, Commissioner

Richard Lohnes, Commissioner

Nathan Kennedy, County Administrator

NEGOTIATING COMMITTEE:

David Dombrosky, Director

Michelle Noble, Director of
Human Resources

Virginia Martycz, Assistant Director

Craig R. Mayton, Labor Counsel
Isaac Wiles

APPENDIX A
2014 Pay Ranges

Classification Series AA	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Administrative Assistant	10131	E	13.88	23.30
Clerical Specialist 4	10114	C	11.90	19.22
Clerical Specialist 3	10113	B	10.82	17.22
Clerical Specialist 2	10112	A	9.92	15.96
Classification Series BB	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Legal Specialist	10121	D	13.58	20.80
Classification Series CC	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Quality Control Case Reviewer	30181	F	15.70	25.27
Eligibility Referral Specialist 2	30122	D	13.58	20.80
Eligibility Referral Specialist 1	30121	C	11.90	19.22
Unit Support Worker 2	30112	B	10.82	17.22
Unit Support Worker 1	30111	A	9.92	15.96
Classification Series DD	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Child Support Case Manager	30143	D	13.58	20.80
Classification Series EE	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Maintenance Repair Worker	40131	C	11.90	19.22
Custodial Worker	40111	A	9.92	15.96
Classification Series FF	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Automotive Mechanic	50111	D	13.58	20.80
Classification Series GG	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Program Specialist	30151	F	15.70	25.27
Social Service Worker 2	30132	E	13.88	23.30
Social Service Worker 1	30131	C	11.90	19.22

Classification Series HH	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
MIS Specialist 2	70112	G	17.12	27.46
MIS Specialist 1	70111	F	15.70	25.27
Data Security Specialist	60121	D	13.58	20.80
Classification Series II	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Fiscal Officer	70181	F	15.70	25.27
Accountant	70161	E	13.88	23.30
Budget Officer	70171	D	13.58	20.80
Account Clerk 2	10192	C	11.90	19.22
Account Clerk 1	10191	B	10.82	17.22
Classification Series JJ	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Program Evaluator	30161	H	18.84	29.89
Classification Series KK	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Activities Therapist	60161	D	13.58	20.80
Classification Series LL	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Job Developer 2	30302	F	15.70	25.77
Job Developer 1	30301	D	13.58	20.80

Child support case managers may displace less senior employees in the classifications of Unit Support Worker 2.

Any position that cannot displace within classification series can displace the custodial worker based on seniority provided the employee can perform the functions of the position subject to a physical exam.

2443901.1 : 01121 00003

APPENDIX B
2015 Pay Ranges

Classification Series AA	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Administrative Assistant	10131	E	14.16	23.76
Clerical Specialist 4	10114	C	12.14	19.60
Clerical Specialist 3	10113	B	11.04	17.56
Clerical Specialist 2	10112	A	10.12	16.28
Classification Series BB	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Legal Specialist	10121	D	13.85	21.22
Classification Series CC	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Quality Control Case Reviewer	30181	F	16.01	25.78
Eligibility Referral Specialist 2	30122	D	13.85	21.22
Eligibility Referral Specialist 1	30121	C	12.14	19.60
Unit Support Worker 2	30112	B	11.04	17.56
Unit Support Worker 1	30111	A	10.12	16.28
Classification Series DD	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Child Support Case Manager	30143	D	13.85	21.22
Classification Series EE	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Maintenance Repair Worker	40131	C	12.14	19.60
Custodial Worker	40111	A	10.12	16.28
Classification Series FF	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Automotive Mechanic	50111	D	13.85	21.22
Classification Series GG	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Program Specialist	30151	F	16.01	25.78
Social Service Worker 2	30132	E	14.16	23.77
Social Service Worker 1	30131	C	12.14	19.60

Classification Series HH	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
MIS Specialist 2	70112	G	17.46	28.01
MIS Specialist 1	70111	F	16.01	25.77
Data Security Specialist	60121	D	13.85	21.22
Classification Series II	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Fiscal Officer	70181	F	16.01	25.78
Accountant	70161	E	14.16	23.77
Budget Officer	70171	D	13.85	21.22
Account Clerk 2	10192	C	12.14	19.60
Account Clerk 1	10191	B	11.04	17.56
Classification Series JJ	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Program Evaluator	30161	H	19.22	30.49
Classification Series KK	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Activities Therapist	60161	D	13.85	21.22
Classification Series LL	**Classification Number**	**Pay Range**	**Minimum**	**Maximum**
Job Developer 2	30302	F	16.01	25.78
Job Developer 1	30301	D	13.85	21.22

Child support case managers may displace less senior employees in the classifications of Unit Support Worker 2.

Any position that cannot displace within classification series can displace the custodial worker based on seniority provided the employee can perform the functions of the position subject to a physical exam.

2443901.1 : 01121 00003

Appendix C
PAY RANGE SCALE FOR 2014-2016

Pay Range	Minimum	Maximum
A	9.73	15.65
2014	9.92	15.96
2015	10.12	16.28
2016	TBD	TBD
B	10.61	16.88
2014	10.82	17.22
2015	11.04	17.56
2016	TBD	TBD
C	11.67	18.84
2014	11.90	19.22
2015	12.14	19.60
2016	TBD	TBD
D	13.31	20.39
2014	13.58	20.80
2015	13.85	21.22
2016	TBD	TBD
E	13.61	22.84
2014	13.88	23.30
2015	14.16	23.77
2016	TBD	TBD
F	15.39	24.77
2014	15.70	25.27
2015	16.01	25.78
2016	TBD	TBD
G	16.78	26.92
2014	17.12	27.46
2015	17.46	28.01
2016	TBD	TBD
H	18.47	29.30
2014	18.84	29.89
2015	19.22	30.49
2016	TBD	TBD

STATE EMPLOYMENT
RELATIONS BOARD

2014 MAY -9 AM 8: 12

MEMORANDUM OF UNDERSTANDING

CLARIFICATION OF COLLECTIVE BARGAINING AGREEMENT, SECTION 31.4 & 35.1

By mutual agreement, he Board of Clark County Commissioners (Board) and American Federation of State, County and Municipal Employees (AFSCME) Ohio Council 8, Local 1939 (the "Parties"), enter into this memorandum of understanding dated April 4, 2014. The Parties agree that the Collective Bargaining Agreement between them effective from January 1, 2014 through December 31, 2016 be clarified and amended as follows:

Section 31.4 Compensatory Time – Add to end of section 31.4 "Compensatory time shall be taken in one-quarter (1/4) hour increments." All other sections of Article 31 remain in effect.

Section 35.1 - Replace last paragraph of Section 35.1 with "Consistent with past practices for merit pay, where a wage increase exceeds the pay range maximum, affected employees shall receive the equivalent in a lump sum payment." All other sections of Article 35 remain in effect.

Agree:

AFSCME Ohio Council 8, Local 1939

Stacey Benson-Taylor, Staff Representative

Board of Clark County Commissioners

Nathan D. Kennedy, County Administrator
Resolution 2014- 0253

Witnesses:

Karen Summo

Karen ~~Sims~~ Summo, President KS

David Dombrosky, Director, CCDJFS

Noble, Michelle

From: Noble, Michelle
Sent: Friday, May 02, 2014 1:00 PM
To: 'Research@serb.state.oh.us'
Cc: Craig R. Mayton (cmayton@isaacwiles.com)
Subject: Clark County Department of Job & Family Services
Attachments: afscme council 8 1939.pdf; afscme mou.pdf

Good Afternoon,

Attached please find the fully executed collective bargaining agreement between the co-appointing authority Clark County Board of Commissioners & Department of Job and Family Services and AFSCME, Ohio Council 8, Local 1939 effective January 1, 2014 – December 31, 2016.

The second attachment is an MOU between the same parties clarifying two sections of the contract.

Please let me know if you need anything further.

Thank you.

Michelle

Michelle R. Noble
Director, Clark County Personnel
50 E. Columbia St., PO Box 357
Springfield, OH 45501
937-521-2008

STATE EMPLOYMENT RELATIONS BOARD
2014 MAY -9 AM 8: 12