



COLLECTIVE BARGAINING AGREEMENT

13-MED-09-0952

1816-01

K30203

12/09/2013

BETWEEN THE

NOBLE COUNTY

DEPARTMENT OF JOB AND FAMILY SERVICES

AND

AMERICAN FEDERATION OF STATE, COUNTY AND

MUNICIPAL EMPLOYEES, OHIO COUNCIL 8,

AFL-CIO, LOCAL 3971

Effective from

January 1, 2011 2014

Through

December 31, 2013 2016

Agreement between Noble County DJFS and AFSCME, Local 3971

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Preamble - Purpose.....	1
2	Union Recognition.....	1
3	Dues Check-Off & Fair Share Fee.....	2
4	Management Rights.....	4
5	Union Representation.....	5
6	Non - Discrimination.....	5
7	No Strike.....	6
8	Probationary Period.....	6
9	Grievance Procedure.....	7
10	Arbitration Procedure.....	10
11	Disciplinary Procedures.....	11
12	Sick Leave.....	13
13	Medical Examinations.....	15
14	Overtime.....	15
15	Leaves of Absence.....	16
16	Layoff and Recall.....	18
17	Work Week.....	20
18	Health and Safety.....	21
19	Labor - Management Meetings.....	21
20	Wages.....	21
21	Insurance.....	23
22	Holidays.....	23
23	Vacation.....	24
24	Conformity to Law.....	25
25	Seniority.....	26
26	Lateral Transfers and Promotions.....	27
27	Travel and Meal Allowance.....	28
28	Calamity Days.....	29
29	Duration.....	30
30	Execution.....	31
	Appendix A.....	32
	Appendix B.....	33

Agreement between Noble County DJFS and AFSCME, Local 3971

ARTICLE 1 PREAMBLE / PURPOSE

This Collective Bargaining Agreement is entered into by and between the Noble County Department of Job and Family Services, hereinafter referred to as the "Employer" and Local 3971 and Ohio Council 8 of the American Federation of State, County, and Municipal Employees (AFSCME) AFL-CIO, hereinafter referred to as the "Union", and has, as its purpose, the establishment of wages, hours, and other terms and conditions of employment for all employees in the bargaining unit of the Agreement.

ARTICLE 2 UNION RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees of the Noble County Department of Job and Family Services as certified by the State Employment Relations Board and outlined below:

Included: All employees of the Noble County Department of Job and Family Services in the following classifications: Child Support Case Manager, ~~Clerical Specialist 1~~, ~~Clerical Specialist 2~~, Clerical Specialist 3, ~~Custodial Worker~~, Contract Evaluator, Eligibility/Referral Specialist 1, Eligibility/Referral Specialist 2, Investigator 2, Social Services Worker 1-A, Social Services Worker 1-B, Social Services Worker 2, and Unit Support Worker.

Excluded: All management level employees, confidential employees, and supervisors of the Noble County Department of Job and Family Services as defined in O.R.C. § 4117.01 and all other positions excluded by O.R.C. § 4117.01, et. seq., including Fiscal Officer, Job and Family Services Administrator, Fiscal Specialist (one Secretary/Assistant to the Administrator), Eligibility Referral Supervisor, Social Services Supervisor 1, Social Services Supervisor 2, and Hearing Officer.

If the Employer creates any position during the term of this Agreement, the parties shall meet to discuss whether the position should be included in the bargaining unit. If the parties agree, they shall jointly petition SERB to amend the certification.

ARTICLE 3 DUES CHECK - OFF & FAIR SHARE FEE

Section 3.1 Dues Check-Off The Employer agrees to deduct Union dues and fees in the amount authorized by the Union, from the pay of all bargaining unit employees. Employees authorizing dues deduction shall submit an individual written authorization card bearing their signature. Deductions shall be made in equal amounts each pay period. The total amount of dues and fees, together with a separate alphabetical list of the names of employees for whom dues are deducted and for whom fees are deducted, shall be transmitted to AFSCME Ohio Council 8.

Section 3.2 Fair Share Fee Bargaining unit employees hired on or after 01/01/99 who are not members of the Union shall, as a condition of employment, pay a fair share fee to the Union. Current bargaining unit employees who are members of the Union and who revoke their membership in accordance with the check-off card/authorization card, shall, as a condition of employment, pay a fair share fee to the Union. The amount of fair share fee shall be determined by the Union, but shall not exceed dues paid by the members of the Union who are in the bargaining unit. Such fair share fee shall be certified by the Union to the Employer at such times during the term of this Agreement as necessary to be accurate. Such payment shall be subject to an internal Union rebate procedure meeting all requirements of state and federal law.

Section 3.3 For the duration of this Agreement, such fair share fee shall be automatically deducted by the Employer from the payroll check of each bargaining unit employee who is not a member of the Union and meets the conditions set forth above. The automatic deduction shall be made once each two (2) weeks. The Employer agrees to furnish the AFSCME, Ohio Council 8, Controller, once each calendar month, a warrant in the aggregate amount of the fair share fees deducted for that calendar month, together with a listing of the bargaining unit members for whom said deductions were made.

Agreement between Noble County DJFS and AFSCME, Local 3971

Section 3.4 Automatic deductions shall be initiated by the Employer whenever a bargaining unit member, who is not a member of the Union, has completed his probationary period of employment. For current Union members who revoke their membership in accordance with the check-off/authorization card, the automatic deductions shall be initiated by the Employer upon written notification from the Union to commence fair share fee deductions. The Employer's obligation to make deductions shall terminate automatically upon a termination of employment or transfer of a fair-share fee payer to a job classification outside the Union bargaining unit.

Section 3.5 The Union warrants and guarantees that its fair share fee procedure meets applicable constitutional requirements. The Union expressly agrees to insure full compliance with the constitutional rights of fair share fee payers as set forth in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986) and other Sixth Circuit and United States Supreme Court decisions and standards of the State Employment Relations Board. Upon giving notice to the County of changes in the fair share fee, the Union will provide the county with a copy of its fair share fee notice which sets forth the steps the Union has taken to insure continued compliance with the constitutional rights of fair share fee payers as set forth in Chicago Teachers Union v. Hudson, 106 U.S. 1066 (1986) and other Sixth Circuit and United States Supreme Court decisions, and will give the Employer reasonable access to information to enable the County to verify that the Union's fair share fee procedures comply with applicable Sixth Circuit and U.S. Supreme Court decision.

Section 3.6 Obligation of Union In the event an action, claim or proceeding is filed or commenced regarding any fees, assessments or dues deducted pursuant to this Article, the Union agrees it shall compensate or reimburse the Employer all costs, fees, and attorney fees the Employer incurs from such action, claim, or proceeding. Such costs and fees shall include all costs or reasonable value of administrative personnel of the County, including the Prosecutor's Office, involved in defending or responding to claims, actions, etc. regarding dues, fees, fair share fees, etc. collected on behalf of the Union by the County.

ARTICLE 4 MANAGEMENT RIGHTS

Section 4.1 Nothing in this Agreement shall be construed as delegation to others the authority conferred by law upon the Employer.

Section 4.2 The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or Supervise the operations of the Employer and all of the employees are vested solely and exclusively with the Employer and/or his designated representatives.

Section 4.3 Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to: (1) hire and transfer employees; (2) discharge, suspend, or discipline employees; (3) determine the number of persons required to be employed, laid off, or discharged; (4) determine the starting and quitting time and the number of hours to be worked by its employees; (5) make any and all reasonable rules and regulations; (6) determine the work assignments of its employees; (7) determine the basis for selection, retention, and promotion of employees; (8) determine the type of equipment used and the sequence of work processes; (9) determine the making of technological alterations by revising either process or equipment, or both; (10) determine work standards and the quality and quantity of work to be produced; (11) select and locate buildings and other facilities; (12) establish, expand, transfer, and/or consolidate work processes and facilities.

Section 4.4 In addition, the Union agrees that all of the functions, rights, powers, responsibilities, and authority of the Employer in regard to the operation of its work which the Employer has not specifically modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

Section 4.5 This Agreement represents the entire Agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits, and practices previously and presently in effect may be modified or discontinued at the discretion of the Employer subject to the rights and obligations of the parties pursuant to Chapter 4117.

ARTICLE 5 UNION REPRESENTATION

Section 5.1 Local Union Officials The Employer agrees to recognize the President of Local 3971 and two (2) stewards for the purpose of conducting Union business pursuant to this Article.

Section 5.2 Union Business

- A. Union Officials named in Section 5.1 and employee grievant (s) shall not lose straight-time pay for the processing and investigation of grievances subject to the limitations contained in the grievance procedure.
- B. Any alleged abuse of Union business prescribed by this Article shall be a proper subject of the monthly labor/management meetings. The Union agrees to take whatever action necessary to correct proven abuses of Union business.

Section 5.3 Staff Representatives International or Ohio Council 8 Union Staff Representatives, upon prior notice to the Employer, shall be permitted access to the Employer's premises for the purpose of attending labor/management meetings, grievance hearings and for enforcement of the collective bargaining agreement.

Section 5.4 The Employer agrees to provide a bulletin board in the hallway near the kitchen for use by the Union in posting notices and information to the Union membership. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the Union.

ARTICLE 6 NON - DISCRIMINATION

Section 6.1 The Employer and the Union agree not to discriminate against any employee (s) on the basis of age, sex, race, color, creed, disability, marital status, national origin, political affiliation, or involvement or non-involvement with the Union.

Section 6.2 All references to employee in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE 7 NO STRIKE

Section 7.1 The Union does hereby affirm and agree that it will not, either directly or indirectly, call, encourage, finance, or assist in any way, nor shall any bargaining unit employee instigate or participate, either directly or indirectly in any strike, slowdown, walkout, work-stoppage, or other concerted interference with or the withholding of services from the Employer.

Section 7.2 In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all bargaining unit employees the strike, slowdown, work-stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, and order all employees to return to work immediately.

Section 7.3 It is further agreed that any violation of the above shall be grounds for disciplinary action, including dismissal.

ARTICLE 8 PROBATIONARY PERIOD

Section 8.1 All new employees shall be required to serve a probationary period of one hundred eighty (180) days. A new employee is defined as any person who is appointed to a position within the agency regardless of any prior service with the agency, another county agency, or another county department of job and family services' agency. Anytime a person is appointed by the Director and Board of Noble County Commissioners the person is considered to be a new employee regardless of any prior service with any other agency.

All employees receiving promotions and voluntary demotions shall serve a probationary period of one hundred twenty (120) days. A promoted and/or demoted employee is defined as any person who is being moved into a different position within the agency (either by being promoted into a higher classification or demoted into a lower classification) who has satisfactorily completed the specified probationary period(s) without any break in service from the time of their appointment with the agency.

Agreement between Noble County DJFS and AFSCME, Local 3971

All promoted employees will have a right to return to their former classification within thirty (30) days of being promoted. If the employee wishes to remain in the new position, he will relinquish his rights to return to his former position and will continue to receive the pay range of the new position. If the employee wishes to return to his former position, he will be returned to his former position, and will be returned to the pay range of the former classification.

All employees who elect to accept a voluntary demotion shall be placed in the new classification at the step of the assigned pay range that is closest in the rate of the pay to the step previously assigned in the former classification.

Section 8.2 A **new hire** probationary employee shall have no seniority rights until completion of the probationary period, at which time the employee will be credited with seniority from the original date of hire. At any time during or at the end of the probationary period, the Employer shall have the right to terminate the probationary employee and such termination shall not be subject to appeal through the grievance procedure of this Agreement or to the State Personnel Board of Review.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.1 Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination, or reprisal and except at Step 1, shall have the right to be represented by a Union representative at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

This grievance and arbitration procedure shall be the exclusive procedure for resolving disputes arising from the terms of this Agreement and this procedure shall be the exclusive remedy for the appeal of disciplinary actions as set forth in this agreement.

Section 9.2 For the purpose of this procedure, the below-listed terms are defined as follows:

Agreement between Noble County DJFS and AFSCME, Local 3971

- A. Grievance. A "grievance" shall be defined as a controversy arising from the misapplication or misinterpretation or noncompliance with the specific and express written provisions of this Agreement.
- B. Grievant. The "grievant" shall be defined as any employee or group of employees within the bargaining unit.
- C. Party In Interest. A "party in interest" shall be defined as any employee of the Employer named in the grievance who is not the grievant.
- D. Days. A "day" as used in this grievance and arbitration procedure shall mean a calendar day.

Section 9.3 The following procedures shall apply to the administration of all grievances filed under this procedure:

- A. Except at Step 1, all grievances should include: the name and position of the grievant; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place; the identity of the party responsible for causing the said grievance, if known to the grievant; and, a general statement of the redress sought by the grievant.
- B. Except at Step 1, all decision appeals shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the grievant.
- C. If a grievance affects a group of employees working in different locations, with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 3.
- D. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that the grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the grievant and

Agreement between Noble County DJFS and AFSCME, Local 3971

shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer and Union in future proceedings.

- E. The grievant may be represented by the duly authorized representative of the Union at any step of the grievance procedure.
- F. The time limits provided herein will be strictly adhered to and any grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically proceed to the next step in the grievance procedure. The time limits specified for either party may be extended only by written mutual Agreement.
- G. The preparation of grievances and investigations may be conducted during working hours with prior approval subject to immediate duties and for no more than twenty (20) hours annually.
- H. This procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.
- I. Probationary employees shall not have the right to utilize the provisions of the grievance procedure for the purpose of grieving probationary removals, demotions or any disciplinary action.

Section 9.4 All grievances shall be administered in accordance with the following steps of the grievance procedure:

Step 1. An employee who believes he may have a grievance shall notify his supervisor of the possible grievance within seven (7) days of the occurrence of the facts giving rise to the grievance. The supervisor will schedule an informal meeting with the employee, and his Union steward if the employee desires, within seven (7) days of the notice to the employee, at which time the issue in dispute will be discussed with the objective of resolving the matter informally.

Step 2. If the dispute is not resolved informally at Step 1, it shall be reduced to writing by the Union and presented as a grievance to the supervisor within seven (7) days of the informal meeting or notification of the supervisor's decision at Step 1, whichever is later, but not later than ten (10) days from the date of the meeting if the

Agreement between Noble County DJFS and AFSCME, Local 3971

supervisor shall give his answer within seven (7) days of the meeting. If the Director is the immediate supervisor, the grievance shall proceed to Step 3.

Step 3. If the Union is not satisfied with the written decision at the conclusion of Step 2, a written appeal of the decision may be filed with the Director within seven (7) days from the date of the rendering of the decision at Step 2. Copies of the written decisions shall be submitted with the appeal. The Director, or his designee, shall convene a hearing which will be held with the Grievant and his representative, if the employee desires, and any other party necessary to provide the required information for the rendering of a proper decision. The Director or his designee shall issue a written decision to the employee representative within fourteen (14) days from the date of the hearing. If the Union is not satisfied with the decision at Step 3, it may proceed to arbitration pursuant to the Arbitration procedure herein contained.

ARTICLE 10 ARBITRATION PROCEDURE

Section 10.1 In the event a grievance is unresolved after being processed through all steps of the grievance procedure, then within thirty (30) days after the rendering of decision at Step 3, the Union may submit the grievance to arbitration. Within this thirty (30) day period, the parties will meet to mutually agree upon an arbitrator from the panel of arbitrators. If the parties are unable to agree, then a list of arbitrators will be requested from the Federal Mediation and Conciliation Services.

Section 10.2 The arbitrators shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. The arbitrator shall not decide more than one grievance on the same hearing day(s), except by mutual written agreement of the parties. This arbitration provision is limited to those grievances within the definition contained in Article 9, Section 9.2 of this Agreement.

Section 10.3 The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

Agreement between Noble County DJFS and AFSCME, Local 3971

Section 10.4 The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne equally by the parties.

Section 10.5 An employee requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without the necessity of subpoena. Any request made by either party for the attendance of witnesses shall be made in good faith and at no time shall the number of employees in attendance exceed three (3) employees at any one time. It is agreed that the calling of witnesses shall not interfere with the operations of the Department.

Section 10.6 The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

ARTICLE 11 DISCIPLINARY PROCEDURES

Section 11.1 Employees may be disciplined for just cause. In the event that an employee is to be given disciplinary action for behavior or conduct which warrants time-off suspension, demotion or removal, a pre-disciplinary personal conference between the employee and the Director, or his designee, shall be arranged. This conference shall be scheduled no earlier than twenty-four (24) hours after the time the employee and Union are notified of the discipline and the pre-disciplinary personal conference. The employee may have a Union steward or Union official present at the pre-disciplinary conference. The employee shall be responsible to notify the steward or Union official. When the nature of the offense is such that immediate disciplinary action is required the County is not prohibited by the terms of this provision from taking immediate disciplinary action. The County may have additional personnel present at the pre-disciplinary conference. The employee may waive, in writing, the pre-disciplinary conference provided for in this section.

Section 11.2 Discipline shall take into account the nature of the violation, the employee's record of performance and conduct, the severity of the incident as well as past disciplinary actions and all other appropriate consideration for disciplinary action.

Agreement between Noble County DJFS and AFSCME, Local 3971

Section 11.3 Within seven (7) working days of the pre-disciplinary conference, the employee shall be notified in writing of the disciplinary action, the reasons for, demotions, a ten (10) calendar day notice of intended discipline shall be given. Employees shall be given copies of all disciplinary actions, including reprimands, that are included in his personnel file. An employee may appeal time-off suspensions of more than three (3) days, demotions and removals, in writing, through the grievance procedure, set forth in this Agreement, within five (5) working days of notification by submitting the grievance directly to Step 2. Verbal reprimands, written reprimands and suspensions of less than three (3) days may be pursued through the grievance procedure but may not be appealed to arbitration.

Section 11.4 Any suspension shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension only.

Section 11.5 Verbal and written reprimands will be removed from employees' personnel files twelve (12) months after the effective date of the reprimand or suspension providing there is no intervening written notice of disciplinary action during the twelve (12) month period. Suspensions will be removed from an employee's personnel file eighteen (18) months after the effective date of the suspension providing there is no intervening discipline during that period.

Section 11.6 Disciplinary action which would have been removed by the procedure of Section 11.5 may be used for purposes of notification of standard of conduct expected of employees if the employee claims that he was unaware of the standard of conduct expected. An employee shall be given a copy of any written warning, reprimand, or other disciplinary action entered on his personnel record.

Section 11.7 The parties agree that this grievance/arbitration procedure shall be the sole mechanism of appeal for disciplinary actions and the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no jurisdiction over discipline of bargaining unit members.

ARTICLE 12 SICK LEAVE

Section 12.1 All employees shall earn sick leave at the rate of 4.6 hours for each completed eighty (80) hours of service. Credit is given for all time on active pay status, but not for time on leave of absence.

Sick leave is charged in minimum units of one-quarter (1/4) hour. Employees are charged for sick leave only on scheduled work days.

Section 12.2 Sick leave may be used for the following reasons:

- a. Illness or injury of the employee or a member of his immediate family.
- b. Death of a member of the employee's immediate family.
- c. Medical, dental or optical examination or treatment of employee or a member of his immediate family.
- d. For care of a member of the employee's immediate family who has a contagious disease, or when exposure to a contagious disease would jeopardize the health of others at the employee's work site.
- e. Pregnancy and/or childbirth and conditions related thereto.

Sick leave forms are to be completed and submitted to the Supervisor and the Director immediately upon the employee's return to work. Failure to submit sick leave forms prior to the end of the pay period may result in leave without pay on the corresponding payroll.

Section 12.3 Definition of Immediate Family Spouse, child, step-child, mother, father, sister, brother, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in place of a parent (loco parentis). This definition does not apply to the provisions of Article 15, Section 15.5.

Section 12.4 A statement from a physician may be required if medical attention is required by the employee, or when sick leave is requested to care for other family members. If an employee is off no more than three (3) successive days for personal illness he is not required to have physician statement unless the Director feels there is reasonable cause to ask for one.

Agreement between Noble County DJFS and AFSCME, Local 3971

When an employee is unable to report to work, he is required to notify his immediate supervisor no later than thirty (30) minutes after the scheduled starting time on the first day of absence. If the supervisor is not available, notification shall be made to the Front Desk Receptionist. Subsequent notification should be made daily, depending upon the nature of the illness. Only in emergency situations is the employee permitted to leave a message on the agency voice mail system to report off work. Failure to follow this procedure for reporting off work will be considered an unexcused absence and will result in leave without pay for the day(s) of the absence.

Section 12.5 An employee with ten (10) or more years of service at the time of retirement will receive payment for one half (1/2) of the value of unused sick leave accrual to a maximum of sixty (60) days (four hundred eighty (480) hours) at his pay rate at time of retirement. Such payment shall not be made upon termination or separation.

Each employee will receive a statement of accumulated and used sick leave on each check stub.

Section 12.6 Falsification or abuse of sick leave shall result in disciplinary action, up to and including dismissal.

Section 12.7 If an employee's illness or disability continues beyond the time covered by earned sick leave, the employee may request an unpaid disability leave or unpaid leave of absence, subject to approval of the Director and the Department of Administrative Services. The employee may use vacation time after exhausting sick leave and before applying for an unpaid leave.

In accordance with Resolution No. 04-10-2 adopted by the Noble County Commissioners on October 25, 2004, employees may donate sick leave to another County employee who has no accrued sick leave and who has a critical need for it because of circumstances beyond their control such as a serious illness or accident of the employee.

Employees may donate leave to employees outside their department as long as they are determined to be a Noble County employee. Resolution No. 04-10-2 shall apply throughout the term of this agreement, subject to the provisions outlined in Article 24.

ARTICLE 13 MEDICAL EXAMINATIONS

Section 13.1 The Employer may require an employee to take an examination, conducted by a licensed medical practitioner, to determine the employee's physical or mental capability to perform the material and substantial duties of the employee's classification. If found not able to perform the material and substantial duties, the employee may request available sick leave, vacation, or disability leave with the right to return within three (3) years. The cost of such examination shall be paid by the County. If the employee disagrees with the determination he may be examined by a medical practitioner of his choice at his expense. If the two reports conflict a third opinion shall be rendered by a neutral party chosen by the Employer and the employee, which decision shall be final and binding. The neutral party's cost shall be borne equally by the Employer and the employee.

Section 13.2 Refusal of an employee to submit to an examination will be considered as insubordination and shall be ground for discipline which may include dismissal.

Section 13.3 If an employee after examination is found to be unable to perform the material and substantial duties of his position, the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to worker's compensation, if eligible).

Section 13.4 If an employee refuses to go on a leave status or refuses to request paid or unpaid leave, the Employer may place the employee on unpaid disability separation. Such separation shall continue for a period of three (3) years unless the employee is certified as being able to return to work by a physician. If the employee is not able to return to work by the end of that three (3) year period, he or she shall be deemed permanently separated from employment with the Employer. The Employer shall have the right to have the employee examined prior to his return.

Section 13.5 Any cost for examinations required by the Employer shall be paid by the Employer. Employees shall have the right to submit examination reports to the Employer which would respond to the questions of an employee's ability to perform the material and substantial duties of his position.

ARTICLE 14 OVERTIME

Section 14.1 All employees in the bargaining unit shall be paid at the rate of one and one-half (1 ½) times their hourly rate of pay for all hours worked which exceed

Agreement between Noble County DJFS and AFSCME, Local 3971

forty (40) hours in one (1) work week. Paid holidays shall be included and counted as "hours worked" for the purpose of calculating paid overtime.

Section 14.2 Employees may choose compensatory time in lieu of being paid for overtime. Employees who elect to receive compensatory time in lieu of being paid for overtime shall have compensatory time granted at the rate of one and one-half (1 ½) hours compensatory time for each hour in active pay status (i.e., hours worked plus vacation leave, sick leave, personal leave, etc.) which exceeds forty (40) hours in one (1) work week.

Employees may accumulate a maximum of forty (40) hours of compensatory time. Employees must use all accumulated compensatory time within six (6) months of the date that the compensatory time was earned. Any employee who is unable to use compensatory time may be granted an extension at the discretion of the Director. All compensatory time accumulated prior to January 1, 2011 must be used within six (6) months. No extension will be granted on this accumulated time.

Section 14.3 The Employer shall attempt to equally distribute overtime insofar as may be reasonably practicable.

Section 14.4 A fifteen (15) minute rest period for each employee in the bargaining unit shall be permitted during the first four (4) hours of a shift and during the second four (4) hours of the shift.

If approved by the supervisor and/or Director, one (1) break time may be used in conjunction with any accumulated time to leave earlier. However, under any other circumstances an employee may not use their break time to leave work early. Any breaks not used during the work day are lost by the employee.

ARTICLE 15 LEAVES OF ABSENCE

Section 15.1 Personal Leave At the discretion of the Director, any employee who has completed one (1) year's continuous service with the Employer may apply for unpaid leave of absence for personal reasons not to exceed six (6) months. Said leave shall be applied for in writing and will be granted in writing. However, in no case shall leave be granted to an employee for the purpose of accepting other employment.

Agreement between Noble County DJFS and AFSCME, Local 3971

Section 15.2 Medical Leave The Employer agrees to comply with the Family Medical Leave Act. In cases of foreseeable leave, the employee must give thirty (30) days notice of the intent to take leave or such notice as is practical. All leave under the Family Medical Leave Act is to be unpaid. The Employer may require, or the employee may elect, that vacation leave or accrued paid sick leave be substituted for all or part of the leave.

At the time an employee provides notice of the intent to take leave, the Director will hold a meeting with the employee and their immediate supervisor to discuss the reason for the leave, whether the leave is justified, the start date and expected duration of the leave, whether the employee is requesting to use vacation leave or accrued paid sick leave for all or a portion of the leave, etc. The Employer may require the employee to use vacation leave and/or accrued paid sick leave for all or a portion of the leave, and this will be determined on a case by case basis with consideration given to the circumstances surrounding the leave, the employee's leave balances, etc.

An unpaid disability leave up to three (3) years shall be granted if disabling illness continues beyond the leave of absence. In such event, the certificate of the employee's physician shall satisfy the medical proof requirement of said disability. A certificate of the employee's physician stating the disability no longer exists and that the employee is fit to return to his former classifications shall be required before the employee returns to work, concluding the disability leave.

Section 15.3 Union Leave The Union may request an unpaid leave of absence not to exceed seven (7) days for no more than two (2) employees during any one (1) calendar year. Said leave shall be granted for those employees selected by the Union to attend seminars or conventions conducted by the Union. The Union must give thirty (30) days notice unless waived by the Director. Use of leave must be approved in advance by the Director.

Section 15.4 Military Leave The Employer will continue to comply with all appropriate state or federal statutes and regulations relating to the employment rights of employees on military leave.

Section 15.5 Funeral Leave Any employee shall receive the amount of pay he would have received on his regular straight time basis up to three (3) days funeral leave to make arrangements for, and attend, the funeral of a member of his immediate family. Funeral leave shall not be deducted from an employee's sick leave accrual. Sick leave may also be utilized in conjunction with funeral leave.

Agreement between Noble County DJFS and AFSCME, Local 3971

Immediate family for the purpose of Funeral Leave shall be defined as: Grandparent, Grandparent-in-law, brother, step-brother, half-brother, sister, step-sister, half-sister, father, mother, spouse, child, step-child, grandchild, legal guardian or other person who stands in place of a parent (loco-parentis), brother-in-law, sister-in-law, daughter-in-law, son-in-law, father-in-law, or mother-in-law.

Section 15.6 Nothing in this Article shall be construed as preventing an employee from filing a claim with the Ohio Industrial Commission for such Workers' Compensation benefits and reinstatement rights to which he/she may be entitled by law.

The Employer agrees to advance sick leave to employees who are hurt on the job and apply for temporary total disability to the extent that the employees have such leave available at the time the request is made. Once the temporary total check is received by the employee, he/she may buy back all or part of his/her sick leave.

ARTICLE 16 LAYOFF AND RECALL

Section 16.1 Notice of Reduction The Employer may layoff bargaining unit members due to lack of work, lack of funds or reorganization for purposes of efficiency. The Employer will notify the Union and all affected bargaining unit employees at least thirty (30) calendar days in advance of its intent to reduce the work force, and will, at the time of notice, provide the Union with a current, updated seniority list. The Employer shall have the exclusive authority to determine the position(s) and/or classification(s) for layoff. The Employer agrees that if an employee is not required to work out the remainder of their time after being laid off, the Employer will pay the laid off employee(s) the remainder of their time, up to a maximum of 15 working days.

Section 16.2 Order of Layoff Whenever a reduction in the work force occurs the following sequential order of reduction will be implemented:

- A. All of the Employer's part-time probationary, part-time permanent, full-time probationary, and full-time permanent employees shall, in that order, be terminated or laid off as the case may be.

Agreement between Noble County DJFS and AFSCME, Local 3971

- B. Thereafter, the reduction in the work force shall be made by laying off the employee in the affected position(s) and/or classification(s) who has the least bargaining unit seniority.
- C. Bargaining Unit Seniority is defined as total time in the Noble County JFS Bargaining Unit, AFSCME Local 3971.

Section 16.3 Bumping Rights An employee with bargaining unit seniority who is displaced from his position due to a reduction in the work force may exercise his seniority to bump another less senior employee in any position that is in the same pay range or any lower pay range in the bargaining unit, as per the assigned pay ranges outlined in Appendix A, for which the bumping employee is qualified. In the event two (2) employees have an equal amount of service, either in a layoff or displacement situation, the tie shall be broken in accordance with Article 25.

The Employer shall give the affected bargaining unit employee(s), with a copy to the Union, thirty (30) calendar days advance written notice of their layoff indicating their right to bump employees in the same pay range or any lower pay range, within the bargaining unit, for which they are qualified.

The affected bargaining unit employee(s) shall have five (5) working days in which to submit their written request to exercise their right to bump into any bargaining unit position in the same pay range as their classification or any lower pay range for which they are eligible and qualified, and for which they have more bargaining unit seniority than the person who occupies that position. Provided, however, that when there are multiple position holders in the position classification subject to the bump, the bumping employee may only bump the position holder with the least bargaining unit seniority. Any employee(s) not submitting such request within five (5) working days shall be considered to have accepted the layoff.

Any bargaining unit employee who is bumped out of his/her position may exercise the same bumping rights as outlined above.

Section 16.4 Recall Rights Employees displaced from their classification through a reduction in workforce shall be recalled or returned to vacancies which (1) thereafter occur in their classification in the order of their seniority (most classification senior recalled first), or (2) thereafter occur in other similarly or lower-rated classifications within the same pay range or lower pay range within the bargaining unit for which the recalled employee is qualified to perform the work in order of their seniority (most senior recalled first).

Agreement between Noble County DJFS and AFSCME, Local 3971

Vacancies in the classification or other lower classifications within the same pay range or lower pay range in the bargaining unit shall not be posted and filled from within, nor shall the Employer hire from the outside, until such time as employees have exhausted their recall rights. Employees shall retain recall rights for a period of eighteen (18) calendar months from the effective date of their layoff or displacement.

Section 16.5 Recall Notice Written notice of recall from layoff shall be sent to the employee's last known address by the Employer, by certified mail, return receipt requested. Failure of an employee to contact the Employer within seven (7) calendar days after receipt of recall notice shall constitute a forfeiture of an employee's right to recall and the employee shall be terminated. Employees shall be responsible for keeping the Employer notified of their current address.

Section 16.6 Severance Pay Employees displaced by work force reduction shall be entitled, on their last date of employment, to all wages and other severance pay provided by this Agreement which are due to such employees.

Section 16.7 The parties agree that the Union may challenge layoffs through the grievance/arbitration procedure contained in the Agreement and that the State Personnel Board of Review has no jurisdiction over matters concerning the layoff of bargaining unit employees.

ARTICLE 17 WORK WEEK

Section 17.1 The normal work week for all employees shall be five (5) consecutive eight (8) hour work days, Monday through Friday and/or weekends as necessary. The Employer may modify, with a five (5) day notice, the schedule for employees. The Employer may modify the total number of hours to be worked, as well as the schedule (days and hours) of employees. This Article does not effect the requirement of employees to work overtime. The Director will attempt to accommodate the needs of the employees when overtime is required.

Section 17.2 At the discretion of the Supervisor and/or Director, flex time may be granted. Flex time will be approved on a day by day and case by case basis. Employees must have prior written approval from their Supervisor and/or Director for any flex time.

ARTICLE 18 HEALTH AND SAFETY

Section 18.1 The Employer will attempt to maintain all buildings, facilities, vehicles and equipment by the Employer in a safe and healthful manner. Employees shall be responsible for reporting to the Director, in writing, any perceived unsafe or unhealthy building, facilities, vehicles or equipment. Discussion of health and safety issues will take place at (Labor Management) meetings.

Any damage to person or personal property due to acts of violence while on duty shall be reimbursed by the Employer.

ARTICLE 19 LABOR-MANAGEMENT MEETINGS

Section 19.1 Labor-Management (L/M) meetings for important matters will be arranged between the Local President and the Employer upon request of either party. Such meetings shall be between not more than two (2) representatives of the Employer and not more than two (2) representatives of the Union. Arrangements for such L/M meetings shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the meeting is requested. Matters taken up in L/M meetings shall be confined to those included in the agenda. The members of the Union shall not lose time or straight-time pay for time spent in such L/M meetings. This meeting may be attended by a representative of the Council.

A regular quarterly L/M meeting will be held between Employer and Union representatives to discuss matters of concern. Agenda items will be submitted by either party at least forty-eight (48) hours in advance of such L/M meetings. In the event neither party has submitted an agenda item for discussion for any quarter, the L/M meeting will be considered canceled by mutual agreement between the Local Union President and the Employer. This quarterly meeting shall be held (unless otherwise mutually agreed) in January, April, July and October, time and location shall be mutually set by both parties.

ARTICLE 20 WAGES

Section 20.1 Employees shall be paid in accordance with the wage rates contained in this Agreement as outlined on Appendix A, Appendix B, C and D

Agreement between Noble County DJFS and AFSCME, Local 3971

which includes the following new wage rates:

1/1/2011 <u>2014</u>	-	Wage rates as outlined in Appendix B (No Wage Increase)
1/1/2012 <u>2015</u>	-	Reopener
1/1/2013 <u>2016</u>	-	Reopener

There shall be a one-time lump sum payment of \$1,000.00 the first pay period in January, 2014 to all Bargaining Unit employees.

The Employer agrees that if any other employee receives an increase in wages or benefits, AFSCME Local 3971 Bargaining Unit employees shall receive the same.

Section 20.2 Beginning on the first day of the pay period within which the employee completes five (5) years of total service with Noble County, each employee shall receive an automatic salary adjustment equivalent to two and one-half percent (2 ½ %) of the classification salary base, to the nearest whole cent. Each employee shall receive thereafter an annual adjustment equivalent to one-half percent (.5%) of his/her classification salary base, to the nearest whole cent, for each additional year of qualified employment until a maximum of ten percent (10 %) of the employee's classification salary base is reached. The granting of longevity adjustments shall not be affected by any change in pay range for his/her class or by any wage supplements. Longevity pay adjustments shall become effective at the beginning of the pay period within which the employee completes the necessary length of service. Time spent on authorized leave of absence shall be counted for the purpose of longevity pay.

Section 20.3 When an employee is required by the Employer to perform the work of a higher classification, he/she shall receive the pay of the higher position for all the time working in that position provided that the duties are assigned for a minimum of five (5) working days.

Section 20.4 Social Workers who are required to carry beepers, a pager, or a cell phone, etc., for the purpose of serving as the "on-call" worker, shall be compensated at the rate of twenty dollars (\$20) per day or one hundred forty dollars (\$140.00) per week.

Agreement between Noble County DJFS and AFSCME, Local 3971

Section 20.5 If at anytime during the three (3) years of this Agreement the Employer receives any stimulus monies, the Employer and Union shall meet to discuss how these monies will be used.

ARTICLE 21 INSURANCE

Section 21.1 The Employer agrees to provide health and life insurance coverage for bargaining unit employees that is equal to the coverage provided to other County employees under the Commissioners' jurisdiction.

Section 21.2 The Employer agrees to provide payment for health and life insurance premiums that is equal to the premiums that are paid for other County employees under the Commissioners' jurisdiction.

Section 21.3 The sole determination of the insurance carrier rests with the Employer. The Employer agrees to provide the Union with thirty (30) days advance notice of any change in health insurance coverage or premium contribution. The Union agrees to waive the thirty (30) day period for advance notice if the Employer does not receive the information from the carrier in a timely manner. Upon request, the Employer shall meet with the Union to discuss the changes and any alternatives offered by the Union.

Section 21.4 The parties agree that the subject of health insurance may be discussed during negotiations in the context of a labor-management meeting.

ARTICLE 22 HOLIDAYS

Section 22.1 All full-time employees shall receive the following paid holidays. These holidays will be observed on their traditional dates of observation.

New Year's Day	Independence Day	Thanksgiving
Martin Luther King Day	Labor Day	Christmas
Presidents Day	Columbus Day	
Memorial Day	Veterans Day	

In addition to the above holidays, each employee shall receive Good Friday, Friday of the Noble County Fair, the Day after Thanksgiving and Christmas Eve as paid holidays.

Agreement between Noble County DJFS and AFSCME, Local 3971

Section 22.2 Any holiday which falls on a Saturday shall be celebrated on the preceding Friday. Any holiday which falls on a Sunday shall be celebrated on the succeeding Monday. When Christmas falls on Saturday, the Christmas Eve holiday will be observed on Thursday, and when Christmas falls on Sunday, the Christmas Eve holiday will be observed on Friday.

Section 22.3 All employees with one year of service completed with the Noble County Department of Job & Family Services shall receive ~~sixteen (16)~~ **twenty-four (24)** hours of personal leave during the calendar year. A minimum of eight (8) hours must be taken in the first six (6) months of the year, or it will be lost, and eight (8) hours in the second six (6) months of the year. ~~All sixteen (16)~~ **twenty-four (24)** hours may be taken in the first six (6) months if desired by the employee. Employees must have written approval from the Supervisor and/or Director for the use of personal leave, and all leave must be taken in minimum increments of one (1) hour.

Section 22.4 All employees of the Department will receive time off, with pay, for their travel time plus the actual time needed to take any civil service test and/or other test that is required for their current job classification.

ARTICLE 23 VACATION

Section 23.1 Definitions Vacation leave means leave with pay granted to full-time employees of the bargaining unit as a reward for satisfactory service and as an incentive for future service.

Section 23.2 All vacation leave must be requested in writing in advance and approved by the Supervisor and/or Director. If circumstances arise and an employee calls into the agency at the beginning of the work day to request vacation leave, the Supervisor and/or Director may, or may not, approve the request depending on the needs of the department. These instances will be reviewed on a case by case basis. Scheduling of vacations shall be subject to the approval of the Supervisor and/or Director. When employees request vacation leave it shall be in increments of quarter (1/4) hours. Vacation time not taken during the year in which it was accrued may be accumulated for a period of up to three (3) years. Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three (3) years. Such excess leave shall be eliminated from the employee's leave balance.

Section 23.3 Employees shall earn vacation according to the following schedule:

Agreement between Noble County DJFS and AFSCME, Local 3971

1. Employees, upon the attainment of the first year of employment, will have earned eighty (80) hours and 3.1 hours per pay period thereafter.
2. Employees, upon attainment of eight (8) years of employment, will have earned one hundred twenty (120) hours of vacation leave, and 4.6 hours per pay period thereafter.
3. Employees, upon attainment of fifteen (15) years of employment, will have earned one hundred sixty (160) hours of vacation leave and 6.2 hours per pay period thereafter.
4. Employees, upon attainment of twenty-five (25) years of employment, will have earned two hundred (200) hours of vacation leave and 7.7 hours per pay period thereafter.

Section 23.4 Vacation leave requests shall be honored on a first-come, first-served basis unless two (2) or more requests are received at the same time, in which case the vacation leave requests shall be honored on the basis of seniority.

Section 23.5 Contingent upon funding, employees may request to cash in up to forty (40) hours of vacation leave during the first full pay period in May of each year starting in May 2012. Employees must use forty (40) hours of vacation leave in the preceding twelve (12) months in order to request the cash in of vacation leave. If funding is available in all departments (Children Services, WIA, PA, Child Support) for the vacation cash in requests made, payment will be issued by the first full pay period in June. If funding is not available in all departments requested, all requests will be denied.

ARTICLE 24 CONFORMITY TO LAW

Section 24.1 This Agreement shall be subject to and subordinated to any present and future Federal, State and Local Laws, along with any applicable Rules and Regulations, and the invalidity of any provisions of this Agreement by reason of any such existing or future law, rule or regulation shall not effect the validity of the surviving portions.

Section 24.2 If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or

Agreement between Noble County DJFS and AFSCME, Local 3971

unenforceable, such legislation or decision shall not effect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

Section 24.3 In the event any one or more provisions of this Agreement is or are deemed invalid or unenforceable by any final decision of a court or governmental agency, that portion shall be deemed severable from the remainder of the Agreement and all such other remaining parts of this Agreement shall remain in full force and effect. In such event, the Employer and the Union will, at the request of either party hereto, within sixty (60) days, enter into negotiations relative to the particular provisions deemed invalid or unenforceable.

ARTICLE 25 SENIORITY

Section 25.1 On the effective date of this Agreement all present employees of the Bargaining Unit of AFSCME Local 3971 will be credited with their present seniority. All employees hired after the execution of the Agreement shall accrue seniority only based on service with the Noble County Department of Job and Family Services. Employees shall not accrue seniority while on leave without pay, on layoff status, on disability leave, or any non-pay status. Such status shall not constitute a break in seniority.

Section 25.2 Seniority shall be recognized as:

1. Classification
2. Total Seniority

Section 25.3 Classification seniority shall be an employee's uninterrupted length of continuous service in his current classification.

Section 25.4 Total seniority shall be an employee's uninterrupted length of continuous service within the AFSCME Local 3971 Bargaining Unit.

Section 25.5 Total Bargaining Unit seniority shall apply to layoffs and vacation preference if two (2) or more employees apply at the same time for vacation.

Section 25.6 Seniority for part-time employees shall be calculated on their actual service time within the AFSCME Local 3971 Bargaining Unit. That is, if a part-time employee actually works twenty (20) hours per week, then that employee shall earn

Agreement between Noble County DJFS and AFSCME, Local 3971

six (6) months service time each calendar year or a portion thereof.

Section 25.7 Employees laid off shall retain their seniority for the period of their layoff. That is, the seniority for laid-off employees shall be "frozen" as of the day of layoff.

Section 25.8 The Employer shall post a seniority list once every year on the bulletin board in the lunch room showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union upon request. Any objections to this list must be presented to the Employer within fourteen (14) calendar days of posting or said list shall be deemed valid by all parties.

Section 25.9 Seniority shall be applied as a determining factor only in those matters and to the extent as specifically specified elsewhere in this Agreement.

Section 25.10 Employees who are hired on the same day will be placed on the seniority list according to their date of application with the Noble County Department of Job and Family Services. If no application is filed with the Department, then the application date with the Ohio Department of Administrative Services shall apply.

ARTICLE 26 LATERAL TRANSFERS AND PROMOTIONS

Section 26.1 These provisions shall apply when a vacancy within the bargaining unit exists and the Employer intends to fill the vacancy. A vacancy is defined as an opening in a particular classification, where the Employer has created a new classification or has increased the number of jobs in an existing classification, or where an opening occurs in a classification as the result of a promotion, transfer, quit, discharge or other termination of employment.

Section 26.2 The vacancy will be posted on the agency bulletin board for a period of seven (7) calendar days. Each vacancy notice will specify the hours, location, rate of pay, department, job duties, and the minimum qualifications. Employees with the agency will have the first opportunity to fill such vacant position. The employees wishing to be considered for such vacant position shall do so in writing to the Director during the posting period. If no employees within the agency apply for the vacancy, the position will be open to the public.

Section 26.3 The procedure contained in this Article shall apply to lateral transfers and to promotions. Lateral transfers are transfers from one classification to the

Agreement between Noble County DJFS and AFSCME, Local 3971

same classification and/or to another classification when both classifications have the same pay range assignment. Promotions shall be where there is movement from one classification to another classification which has a higher pay range assignment.

Section 26.4 The most senior applicant will be selected to fill the vacancy. If another employee is able to prove they are more qualified, based on their education and/or related work experience, the employee may be selected to fill the vacancy over the more senior applicant. (Note: All applicants must still meet the minimum qualifications for the position.)

Section 26.5 Certified employees who are awarded a position in accordance with this Article shall carry their certification to their new classification, regardless of the classification series. This means that all certified employees who are awarded a position in accordance with this Article shall serve in a permanent status and shall not be subject to civil service testing.

ARTICLE 27 TRAVEL AND MEAL ALLOWANCE

Section 27.1 Mileage When an employee is required to use his/her personal vehicle for agency-related activity, the employee shall receive mileage reimbursement at the rate established by the Internal Revenue Service at the time of the travel. It is understood that all employees must carry motor vehicle liability insurance in accordance with Section 4509.51 of the Ohio Revised Code in order to be eligible to claim mileage reimbursement. The employees of the Noble County JFS shall use agency vehicles when possible.

Section 27.2 Parking The employee shall be reimbursed for parking expenses incurred when using his/her personal vehicle for agency related activity. Receipts must be provided for reimbursement by the Employer.

Section 27.3 Lodging The Employer shall pay for any lodging that is necessary when an employee is required to attend training.

Section 27.4 Meals Employees will be reimbursed for meals when required by the Employer to do agency business outside the County. This reimbursement can not exceed the maximum reimbursement rate established for the entire day or up to the maximum reimbursement rate established per meal if an employee is not entitled to the entire day of meal allowance.

Agreement between Noble County DJFS and AFSCME, Local 3971

Breakfast will be reimbursed only if out-of-county travel is required before 7:00 A.M. and dinner reimbursed if out-of-county travel is required after 6:00 P.M. Also, when the employee is entitled to the entire day of meal allowance, the meal allowance can be split however the employee chooses. Tips/gratuities are not reimbursable. Employees must provide receipts to document actual expenses. If an employee does not provide receipts, the employee is only eligible to receive 50% of the allowable reimbursement. (Note: When a meal or meals is included as a part of the meeting, workshop, conference, training, etc., the employee is only eligible for the cost of the remaining meals for that particular day.)

Reimbursement rates are as follows:

	<u>201114</u>	<u>201215</u>	<u>201316</u>
Breakfast:	\$12	\$12	\$12
Lunch:	\$18	\$18	\$18
Dinner:	\$25	\$25	\$25
Maximum per day:	\$55	\$55	\$55

Section 27.5 Registration or Conference Fees When an employee is required by the Employer to attend an Employer directed activity, the registration or conference fee shall be paid by the Employer. All Social Services workers will be required to complete a minimum of thirty-six (36) hours training annually, or the number of hours required by current law. This training can consist of Child Welfare Trainings, sessions at the Job and Family Services Directors' Workshop, Child Support conference, PCSAO conference, SETS training, CRIS-E training, SACWIS training, other computer training, etc.

ARTICLE 28 CALAMITY DAYS

Section 28.1 Due to the nature of the services that are provided by the Noble County Department of Job and Family Services, there are certain emergency situations whereby employees of the department are considered to be essential employees and are still required to report to work. If employees of the Commissioners are released due to weather-related and/or other emergency, then the bargaining unit employees will be released. At the discretion of Director, additional calamity days may be granted.

Section 28.2 In addition, when a Level 3 snow and/or ice emergency has been declared for Noble County, all employees of the department shall be released from

Agreement between Noble County DJFS and AFSCME, Local 3971

work regardless of their county of residence. When a Level 3 snow and/or ice emergency has been declared for another county in which a department employee resides, the employee will be excused from work even if Noble County is not under a Level 3 snow and/or ice emergency.

ARTICLE 29 DURATION

Section 29.1 This Agreement shall continue in full force and effect for a period of three (3) years beginning January 1, ~~2011~~ 2014, to midnight December 31, ~~2013~~ 2016.

Section 29.2 The parties agree to reopen negotiations regarding wages and insurance and one other non-economic issue, said reopeners to begin effective September 1, ~~2011~~ 2014 and September 1, ~~2012~~ 2015. The parties agree that the mandatory dispute procedure of the State Employment Relations Board shall apply.

Section 29.3 Should either party desire to modify or terminate the Agreement on December 31, ~~2013~~ 2016, such party shall give written notice of its desire to modify or terminate at least sixty (60) calendar days prior to such date. If neither party gives notice of its intent to modify or terminate this Agreement as provided above, the Agreement shall continue in full force and effect from year to year after December 31, ~~2013~~ 2016 subject to modification or termination by either party by written notice at least sixty (60) calendar days prior to December 31, of any subsequent year.

Agreement between Noble County DJFS and AFSCME, Local 3971

ARTICLE 30 EXECUTION

Section 30.1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 13th day of November, 2013.

**FOR THE UNION, AFSCME, OHIO
COUNCIL 8 AND LOCAL 3971**

Joni Graves

Yuse Cogill

Misty [Signature]

John F. Johnson

John F. Johnson, Staff Representative
AFSCME, Ohio Council 8, AFL-CIO

APPROVED AS TO FORM:

Prosecuting Attorney, Noble County

**FOR THE NOBLE COUNTY DEPT.
OF JOB AND FAMILY SERVICES**

Mindy Harding
Mindy Harding, Director, Director

**THE NOBLE COUNTY BOARD OF
COUNTY COMMISSIONERS**

Virgil J. Thompson

[Signature]
[Signature]

Labor Counsel to County

Agreement between Noble County DJFS and AFSCME, Local 3971

APPENDIX A
NOBLE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

BARGAINING UNIT CLASSIFICATIONS AND ASSIGNED PAY RANGES

The bargaining unit of the Noble County Department of Job and Family Services shall consist of all employees in the following classifications: ~~Custodial Worker, Clerical Specialist 1, 2,~~ and **Clerical Specialist 3**, Unit Support Worker, Eligibility/Referral Specialist 1 and 2, Investigator 2, Child Support Case Manager, Contract Evaluator, and Social Services Worker 1-A, 1-B, and 2.

PAY RANGE 1:

PAY RANGE 2: ~~Custodial Worker and Clerical Specialist 1~~

PAY RANGE 3: ~~Clerical Specialist 2, Clerical Specialist 3 and Unit Support Worker~~

PAY RANGE 4: Social Services Worker 1-A

PAY RANGE 5: Eligibility/Referral Specialist 1, Investigator 2, and Social Services Worker 1-B

PAY RANGE 6: Eligibility/Referral Specialist 2, Child Support Case Manager, Contract Evaluator, and Social Services Worker 2

PAY RANGE 7: Social Services Worker 2 who have a minimum of a Bachelor's Degree **and** perform Child Welfare investigations and/or handle Child Welfare ongoing caseloads for at least 75% of their regular work assignments/duties.

Social Services Worker 1-A Former Social Services Worker 1 classification (Child Care/At-Risk Pregnancy/Healthchek duties)

Social Services Worker 1-B Former Social Services Worker 2 classifications

Agreement between Noble County DJFS and AFSCME, Local 3971

APPENDIX B
NOBLE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

PAY RANGES AND STEP VALUES FOR YEAR 2011 ~~2014~~ 2014

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<u>Range</u>										
1 Hourly	10.95	11.19	11.43	11.72	12.01	12.36	12.72	13.08		
2 Hourly	11.33	11.60	11.90	12.17	12.49	12.83	13.18	13.54		
3 Hourly	11.90	12.17	12.49	12.82	13.16	13.41	13.80	14.19	14.60	
4 Hourly	12.33	12.66	12.99	13.29	13.59	13.93	14.33	14.73	15.15	
5 Hourly	12.82	13.16	13.41	13.73	14.07	14.45	14.88	15.31	15.73	16.16
6 Hourly	13.41	13.73	14.07	14.45	14.88	15.34	15.85	16.30	16.79	17.27
7 Hourly	14.01	14.35	14.71	15.09	15.56	16.02	16.55	17.05	17.55	18.05

Wage Reopeners in the years 2012 2014 and 2013 2015.

MEMORANDUM OF UNDERSTANDING

BETWEEN

AFSCME OHIO COUNCIL 8, AFL-CIO, LOCAL 3971, AFL-CIO

AND

NOBLE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

This Memorandum of Understanding (MOU) is being executed by the Noble County Department of Job and Family Services, hereinafter referred to as "Employer", and AFSCME Ohio Council 8, AFL-CIO and Local 3971, AFL-CIO, hereinafter referred to as "Unions", and the parties agree as follows:

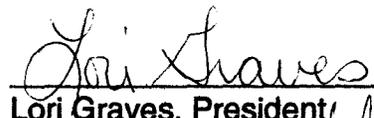
1. All employees with one year of service completed with the Noble County Department of Job & Family Services shall receive an additional eight (8) hours of personal leave during the calendar year of 2013. The eight (8) hours of personal leave will expire on December 31, 2013 and will not be subject to carry-over.

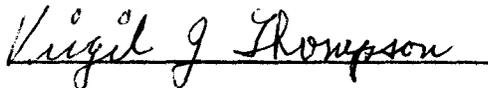
This Memorandum of Understanding is hereby executed on the 12th day of November, 2013.

FOR THE EMPLOYER:

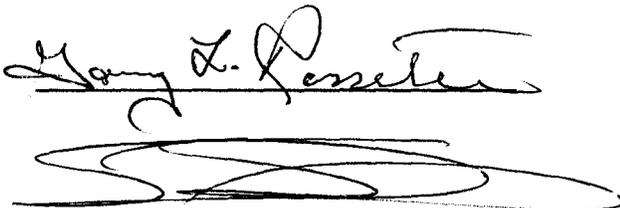
FOR THE UNION:

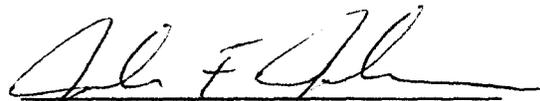

Mindy Harding, Director


Lori Graves, President








John F. Johnson
Staff Representative