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**AGREEMENT
BETWEEN THE
MORGAN COUNTY
JOB AND FAMILY SERVICES**

AND

**AFSCME OHIO COUNCIL 8, AFL-CIO
LOCAL 3560A**

February 28, 2014 – December 31, 2016

SERB Case No. 2013-MED-12-1564

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ARTICLE 1
PREAMBLE/PURPOSE

This Collective Bargaining Agreement is entered into by and between Morgan County Child Support Enforcement Agency, hereinafter referred to as the "Employer," and Local 3560A 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

Section 2.1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Morgan County Child Support Enforcement Agency, including Case Managers and Account Clerk 2.

Excluded: All management level, professional, confidential, seasonal and intermittent employees, and supervisors and all other job classifications not specifically mentioned in the "including" section of this article are excluded from the bargaining unit.

Section 2.2. In the event the Employer establishes a new position and the parties cannot agree as to the inclusion/exclusion into/from the bargaining unit, either party may petition the State Employment Relations Board (SERB) for a final determination.

ARTICLE 3
DUES CHECK-OFF

Section 3.1. 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 voluntarily 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, shall be transmitted to the AFSCME Ohio Council 8, Controller, 6800 North High Street, Worthington, Ohio 43085-2512.

Section 3.2. All bargaining unit employees who are members of the Union on the effective date of this Agreement and all present and future employees who become members of the Union by submitting a signed dues deduction authorization to the Employer shall continue to remain members of the Union for the term of this Agreement without revocation, except that they may revoke their authorization in the period of thirty (30) to forty-five (45) days prior to the expiration of this Agreement.

Section 3.3. Fair Share Fee. All employees in the bargaining unit hired prior to or after the effective date of this Agreement, who do not become members in good standing of the Union, shall pay a fair share fee to the Union effective thirty (30) days from the employee's date of hire as a condition of employment. The fair share fee amount shall be certified to the Employer by

the Treasurer of the Local Union. 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.

Section 3.4. The Union agrees that it will indemnify and save the Employer harmless and reimburse the County for any necessary expenditures arising out of the defense of or from any action commenced by an employee against the Employer arising as a result of the deductions made under this article.

Section 3.5. The Union shall provide the Employer a copy of the Union dues deduction card from any new employee before dues are started.

Section 3.6. PEOPLE Check-Off. 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 five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, PO Box 65334, Washington DC 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 the deduction.

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 made deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues deduction.

Section 3.7. There must be at least ten (10) employees signed up with the same amount to be deducted for the PEOPLE committee or the Employer is under no obligation to make the deduction.

ARTICLE 4 **NON-DISCRIMINATION**

Section 4.1. The Employer and the Union agree not to discriminate against any employee(s) on the basis of age, sex, race, color, creed, religion, sexual orientation, veteran status, military status, disability, marital status, national origin, political affiliation, genetic information, or involvement or non-involvement with the Union.

Section 4.2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 4.3. The Employer and the Union agree that in the event an employee files a grievance alleging a violation of this article and also files an EEOC, OCRC, or any other form of civil rights complaint with an administrative agency or the courts alleging discrimination by the Employer, that such grievance shall be held in abeyance until all appeals outside the scope of this agreement have been resolved.

ARTICLE 5
OBLIGATION TO NEGOTIATE

Section 5.1. The Employer and the Union acknowledge that, during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 5.2. Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered, in this Agreement.

ARTICLE 6
PROVISIONS CONTRARY TO LAW

Section 6.1. If, during the term of this contract, there is a change in state or federal law, or valid rule or regulation adopted by a federal agency pursuant thereto, which would invalidate any provision of this contract, as determined by a court of competent jurisdiction, the parties will meet to discuss any necessary changes in the contract relative to the affected provision within sixty (60) days upon request of either party.

ARTICLE 7
NO STRIKE

Section 7.1. The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, 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 that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union, 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.

Section 7.4. Employees of the Morgan County Child Support Enforcement Agency shall continue to be public employees and entitled to all benefits of the Ohio Revised Code except those addressed in this Agreement.

ARTICLE 8 **PROBATIONARY PERIOD**

Section 8.1. Probationary Status of New Hires. All new employees shall be required to serve a probationary period of one hundred eighty (180) days. A 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. A newly hired individual may be terminated at any time during this period and shall have no appeal over such removal through the grievance procedure contained herein.

Section 8.2. Probationary Status of Employees Receiving Promotions or Transfers to Another Job Classification Within the Agency. All inter-agency transfer employees shall have a probationary period of one hundred twenty (120) days. During this transfer probationary period, the employee may request to return to their previous job classification without loss of seniority. The supervisor shall evaluate the transfer probationary employee at the end of the transfer probationary period, and, if the employee has not been successful in their new position, shall return that employee to their previous job classification. An employee who transfers to a position listed as pay range 28 or above must stay in that position for the next eighteen (18) months.

ARTICLE 9 **GRIEVANCE PROCEDURE**

Preamble. It is the policy of the Employer to deal fairly and promptly on all grievances brought to its attention by bargaining unit employees. It is the right of every employee in the bargaining unit to use the prescribed grievance procedure without fear of reprisal. Where a number of bargaining unit employees desire to file a group grievance, one employee shall be designated by the group to process the grievance, but all members who agree with the grievance shall sign.

Section 9.1. Presenting a Grievance. A grievance under the terms of this Agreement is defined as a dispute or difference between the Employer and the Union or between the Employer and an employee or employees that there has been a breach, misinterpretation, or improper application of a provision of this Agreement, including any and all time-off or removal disciplinary actions. When such grievances arise, the following procedure shall be observed:

Step 1 Any employee claiming a grievance may present it in writing to his immediate supervisor with his steward or president within seven (7) working days from the occurrence of the grievance. The supervisor shall give his answer to the employee within seven (7) working days after presentation and discussion of the grievance.

Step 2 Within seven (7) working days of the Step 1 answer, the grievance may be appealed by the employee and his steward or Union president to the Director.

The appeal shall be on a grievance form, in writing and signed by the employee and the steward. Grievance must be presented to the Director by 3:00 p.m. If the Director is unavailable, the grievance is to be presented to the senior-most supervisor available.

The written grievance should include the nature of the grievance (explaining who, what, where, when, etc.), the section of the Agreement alleged to have been violated, and the specific relief requested. Within seven (7) working days of the presentation of the grievance at Step 2, a meeting will be held between the steward or president and employee, with the Director. The Director will give an answer in writing to the grievant and the steward or president within seven (7) working days of the meeting. If this response does not resolve the grievance, it may be appealed to Step 3.

Step 3 Within fifteen (15) working days of the completion of Step 2, the Union may submit the grievance to the Federal Mediation and Conciliation Services (FMCS) or SERB for scheduling a mediation hearing. If the grievance is not settled per mediation, the Union may then submit the grievance to Step 4, Arbitration. Union must notify Management when Mediation has been submitted and a date set or heard within ninety (90) days. Otherwise, grievance is terminated.

Step 4 Arbitration. In the event the Step 3 FMCS or SERB mediation is unable to resolve the grievance, it may be appealed by the Union to arbitration, within twenty (20) working days following the Step 3 decision, by submitting a letter of demand for arbitration to the Employer and simultaneously requesting a list of arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association to be mailed to the Employer and the Union for selection of one (1) arbitrator to hear the case.

The selection of an arbitrator shall be in accordance with the rules of the American Arbitration Association or the Federal Mediation and Conciliation Service. The parties may also agree to the mutual selection of an arbitrator.

The arbitrator shall have no power to add to, or subtract from, or modify any of the terms and conditions of this Agreement. The decision of the arbitrator will be final and binding upon the Employer, the Union, and the grievant(s). Arbitration fees and arbitrator fees and expenses shall be borne equally by the Union and the Employer. Case presentation and representation costs and any transcripts of the hearing shall be borne by each party incurring such expense.

Employee witnesses, grievant(s), and Union officials shall not lose straight time pay for attendance at arbitration hearings.

Section 9.2. Any time limit set forth in this grievance procedure may be extended by mutual written agreement or verbal agreement confirmed by written notice.

Section 9.3. A grievance may be withdrawn by the Union without prejudice at any time prior to the opening of an arbitration hearing. In the event that the grievance has been withdrawn, the arbitrator's costs and fees associated with this section shall be the sole responsibility of the party that withdraws the grievance. In the event there is mutual agreement to withdraw a grievance, the cost of the arbitrator's cancellation fee, if any, will be shared equally between the parties.

Section 9.4. A grievance involving suspension and/or termination shall be filed directly at Step 2 of the grievance procedure.

Section 9.5. General Provisions

- A. All grievances shall be reduced to writing on a form provided by the Union, and shall include: the name of the grievant; a statement of the specific article and section of the Agreement alleged to have been violated, misinterpreted, or misapplied; the date or approximate date if uncertain, of the conditions giving rise to the grievance; the identity of the party responsible for causing the grievance, if known to the grievant; and a general statement of the grievance and the remedy sought by the grievant. A failure to properly file a grievance shall be deemed a waiver of that grievance.
- B. All decisions and appeals of decisions shall be reduced to writing.
- C. 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.
- D. Upon the request of a bargaining unit employee, Union representation shall be granted.
- E. At no step of the grievance procedure shall a tape recorder be present and/or used, unless agreed upon by both parties.
- F. All grievance meetings shall be held during regular scheduled work time.

Section 9.6 Individual Grievances. In any grievance, the employee-grievant may pursue and adjust grievances without the intervention of a Union representative as long as the adjustment of such grievance is not inconsistent with the terms of this Agreement and a Union representative has the opportunity to be present at the adjustment of the grievance.

ARTICLE 10
DISCIPLINARY PROCEDURES

Section 10.1. 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 or removal, a predisciplinary personal conference between the employee and the Director, or his designee, shall be arranged. This conference shall be scheduled not earlier than twenty-four (24) hours after the time the employee is notified of the discipline and the predisciplinary personal conference. The employee shall have a Union steward or a Union official present at the

predisciplinary 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. Additionally, the County may have additional personnel present at the predisciplinary conference. The employee may waive, in writing, the predisciplinary hearing provided for in this section.

Section 10.2. 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.

Section 10.3. After the predisciplinary conference the employee shall be notified in writing of the predisciplinary action, the reasons, and the effective date of such disciplinary action. Employees shall be given copies of all disciplinary actions, including reprimands, as are included in his personnel file.

An employee may appeal time-off suspensions and removals, in writing, through the grievance procedure, set forth in this Agreement, within seven (7) working days of notification by submitting the grievance directly to Step 2. The date of the written notification from the Employer shall count as day one.

Section 10.4. Any suspension shall be for a specific number of consecutive days on which the employee would be regularly scheduled to work.

Section 10.5. Verbal and written reprimands will be removed from the employee's personnel files twelve (12) months after the effective date of the reprimand 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 following the date of the suspension providing there is no intervening written notice of disciplinary action during the eighteen (18) month period.

Section 10.6. In imposing discipline on a current charge, the Employer shall not take into account any reprimands or suspensions which would have been removed by the procedure of Section 10.5 herein. An employee shall be given a copy of any written warning, reprimand, or other disciplinary action entered on his personnel record.

Section 10.7. An employee may request permission to view their personnel file. The Director or his designee shall be present while the file is viewed. Upon request, the employee shall be given a copy of any document.

ARTICLE 11 **SICK LEAVE**

Section 11.1. Uses. Sick leave shall be defined as an absence with pay necessitated by: (1) illness, injury, or pregnancy-related condition of the employee; (2) exposure by the employee to a contagious disease communicable to other employees; or (3) illness, pregnancy, or injury, in

the employee's immediate family, where the employee's presence is reasonably necessary; or (4) examination, including medical, psychological, dental or optical examination of the employee or a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary.

If illness or disability continues past the time covered by earned sick leave, the employee, at his option, and upon the approval of the Director or designee, may be granted use of earned vacation time or a leave of absence.

Section 11.2. Accumulation of Sick Leave. All full-time employees shall earn sick leave at the rate of 4.6 hours of completed biweekly pay period.

Section 11.3. Proof Of Illness. The Director will require an employee who has been absent from work for more than three (3) consecutive working days due to personal illness or injury to present a statement of ability to resume job duties, with such statement to be signed by a licensed physician. The information to be obtained is only to reflect whether an employee is capable of performing their job duties.

If an employee fails to submit such a physician's statement, such leave will be considered unauthorized and shall be absent without leave.

Any abuse or patterned use of sick leave will 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 in excess of three (3) consecutive days 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.

Section 11.4. Accrued and unused sick leave of an employee shall accumulate without limit. When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, sister, brother, children, parents, grandparent, father-in-law, mother-in-law, step-parent, half siblings, step-siblings, son/daughter-in-law, great grandparents, great grandchild, and grandchildren; in case of emergency, such as hospitalization or serious illness.

Section 11.5. Compensation. When sick leave is used, it shall be deducted from the employee's sick leave credit in fifteen (15) minute increments. Compensation shall be made at the employee's current rate of pay. Sick leave can be used as it is earned.

Section 11.6. Notification By Employee. An employee who is unable to work shall notify his immediate supervisor not later than thirty (30) minutes after his/her scheduled starting time or call the supervisor's voice mail or answering machine if he or she is unable to report to work.

If an employee has been ordered by a doctor to stay off work for a certain number of days, weeks, etc., the employee shall inform the supervisor of expected date of return when making the

first call, and does not have to call in each day during that time. An immediate family member may call in for an employee.

Section 11.7. Sick Leave Conversion Upon Retirement. Upon retirement under the Public Employees Retirement System, employees may convert one-fourth of their accumulated sick leave to a maximum amount of conversion of two hundred forty (240) hours at the employee's rate of pay at the time of retirement. Additionally, to be eligible for sick leave conversion at retirement, the employee must have worked for the Department at least ten (10) years immediately prior to retirement. The ten (10) years of service must be immediately prior to retirement with no break in service.

Upon conversion of sick leave, all hours of accumulated sick leave will be deemed waived. No employee may have more than one conversion from the County.

Section 11.8. The Family and Medical Leave Act will take effect when an employee's sick leave is exhausted, due to a serious health condition, as determined by a licensed health care provider (immediate family as defined by the Act). An employee can utilize FMLA for a maximum of twelve (12) weeks in a twelve (12) month period. The use of sick leave under FMLA will be used in one (1) hour increments.

Section 11.9. Bodily Injury Leave (BIL).

1. In the event that an employee suffers bodily injury as a result of an assault or attack which occurs as a direct result of performing an assigned duty, which injury is not the result of an accident or from misbehavior or negligence on the part of the employee, and upon the employee's application, the Employer may grant BIL. BIL shall start on the first day of absence related to such injury, with full pay for a period not to exceed ninety (90) consecutive calendar days. Once an employee returns to work from BIL, he shall not be entitled to any other BIL benefits for an aggravation of that same injury.
2. An employee applying for BIL shall authorize the release to the Employer of all medical information pertinent only to the injury, which is possessed by the employee's treating physician(s) and treatment facility(ies), if so requested by the Employer. The employee shall also agree to be examined pursuant to Article 12, Medical Examinations.
3. Any employee claiming bodily injury under this article shall file an injury claim with the Ohio Bureau of Workers' Compensation; the employee shall remit to the Employer all income benefits paid by Workers' Compensation for the period during which the employee received full pay while on BIL.
4. It is understood and agreed that the Employer's obligation under this article is only the difference between the employee's regular rate of pay and the amount of income benefits paid to the employee under Workers' Compensation, and that BIL is not in lieu of Workers' Compensation.

ARTICLE 12
MEDICAL EXAMINATIONS

Section 12.1. 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. At the time of such request, the Employer must inform the employee of the reason for the request for the examination or any type of testing. 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 one (1) year. 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 (2) 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. Further, the neutral party's cost shall be borne by the Employer. No findings of such an examination shall be released without the employee's consent beyond the physician's statement of ability to perform their work as outlined in their job description.

Section 12.2. Refusal of an employee to submit to an examination will be considered as insubordination and shall be grounds for discipline which may include dismissal.

Section 12.3. 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 Workers' Compensation, if eligible).

No employee shall be placed on involuntary leave status by the Employer prior to such examination.

Section 12.4. If an employee is found by a physician to be unable to perform his job duties, he must leave the premises and shall be placed on separation status. Such separation shall continue for a period of one (1) year 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 one (1) 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 12.5. 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 13
VACATION

Section 13.1. Definitions.

1. 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.
2. All full-time employees shall earn annual vacation leave according to their number of years of uninterrupted service with the Morgan County Department of Job and Family Services.

Section 13.2. Scheduling of vacations shall be subject to the approval of the immediate supervisor or designee. When employees request vacation leave, it shall be in increments of one-quarter (1/4) hours with a minimum of one-quarter (1/4) hour. Vacation time not taken during the year in which it was accrued may be accumulated for a period of up to three (3) years, in the event that the excess time is not used, it will be lost.

Section 13.3. Employees shall earn vacation according to the following schedule:

1. Employees, upon completion of the first year of employment, will have earned eighty (80) hours of vacation leave, and 3.1 hours per pay period thereafter.
2. Employees, upon completion of six (6) 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 completion of thirteen (13) 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 completion of twenty (20) years of employment, will have earned two hundred (200) hours of vacation leave, and 7.7 hours per pay period thereafter.

Section 13.4. Vacation requests shall be honored on a first-come, first served basis, unless two (2) or more requests are received at the same time; then vacation leave requests shall be honored on a basis of seniority. All requests for vacation must be submitted to the immediate supervisor two (2) working days prior to the beginning date. Vacation will be taken in one-quarter (1/4) hour increments.

Section 13.5. Vacation Cash-In. Employees may cash in a maximum of forty (40) hours of vacation time at their current rate of pay, provided they have used eighty (80) hours of vacation in the previous pay year, there is a balance remaining of forty (40) hours and a fifteen (15) calendar day advance written notice has been given. This is available one time per year.

ARTICLE 14
HOLIDAYS

Section 14.1. All full-time employees shall receive the following paid holidays subject to Section 14.3 below:

New Year's Day	Columbus Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving Day
Independence Day	Christmas Day
Labor Day	Christmas Eve Day
Friday of the Morgan County Fair	

Section 14.2. 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 a Saturday, Friday is celebrated as Christmas Holiday and Thursday as Christmas Eve holiday. When Christmas falls on Sunday, Monday is celebrated as Christmas holiday, and the preceding Friday as Christmas Eve holiday.

Section 14.3. In addition to the above holidays, employees shall be entitled to a paid holiday on any holiday appointed and recommended by the Governor of this State, the President of the United States, or the Morgan County Commissioners.

Section 14.4. 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.

ARTICLE 15
BEREAVEMENT LEAVE

Section 15.1. Employees shall be granted bereavement leave up to five (5) consecutive work days in the event of the death of an employee's spouse, child, step-child, parent, or step-parent. Employees shall be granted bereavement leave up to three (3) consecutive work days in the event of the death of an employee's nucleus family including the employee's grandchild, brother, sister, grandparent, great-grandparents, mother-in-law, father-in-law, daughter-in-law, son-in-law, half-siblings or step-siblings. Bereavement days shall not be charged against sick leave. Employees may have an additional two (2) days for funeral leave for members of the employee's nucleus family, which will be charged against an employee's accumulated sick leave, vacation, or compensatory time and any other paid time the employee may have, at the employee's choice to be issued.

Section 15.2. Employees shall be granted bereavement leave of one (1) day in the event of the death of a current grandmother-in-law, grandfather-in-law, sister-in-law, brother-in-law, step-father-in-law, step-mother-in-law, niece, nephew, aunt, uncle and any other household member not listed above. Employees may have additional four (4) days of funeral leave for family members listed in this section which leave will be charged against the employee's accumulated

sick leave, vacation or compensatory time and any other paid time the employee may have, at the employee's choice to be issued.

Section 15.3. Employees will be permitted with proper authorization to take additional days for funeral leave when necessary which shall be charged against accumulated sick leave, vacation, or compensatory time and any other paid time the employee may have, at the employee's choice to be issued.

ARTICLE 16 **OVERTIME**

Section 16.1. All overtime must be prior approved by the Director. Employees shall be paid at one and one-half (1 1/2) times the employee's regular rate of pay for all hours over forty (40) in active pay status in any calendar week. The employee may opt to earn compensatory time instead of taking pay. Active pay status excludes sick leave and vacation or compensatory time used as sick leave unless prior doctor appointment turned in and verification given from the appointment. Whenever the Employer receives a special allocation to defray added costs of overtime, then the employee will receive pay only.

Overtime shall be awarded in increments of fifteen (15) minutes, as long as six (6) minutes of overtime are worked.

Section 16.2. The Employer shall attempt to equally distribute overtime insofar as may be reasonably practicable, on a rotating basis among employees who normally perform such duties/responsibilities.

ARTICLE 17 **LAYOFF AND RECALL**

Section 17.1. Notice of Reduction. The Employer will notify the Union and all affected bargaining unit employees who could be affected by a displacement at least fourteen (14) 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 classification(s) for layoff.

Section 17.2. 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 casual, intermittent, temporary, new hire probationary, and part-time employees shall, in that order, be terminated or laid off as the case may be.
- B. Thereafter, any additional necessary reduction in the work force shall be made in the inverse order of classification seniority for the remaining employees in the classification(s) selected for layoff.

The Employer shall determine in which classifications layoffs will occur, and the Employer will notify every potentially affected employee of the intended layoff. Employees within the affected

division will have the right to volunteer to be laid off first. Employees volunteering to be laid off shall notify the Director, in writing, within two (2) working days of their intent to volunteer to be laid off. After the volunteer status has been determined, employees will be laid off in the inverse order of seniority, pursuant to the definition of "seniority" in Article 24.

Section 17.3. Recall Rights. Employees displaced from their classification through a reduction in work force 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 classification series for which the recalled employee is qualified to perform the work in order of their seniority (most senior recalled first).

Vacancies in the classification or other lower classifications in the classification series 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 twelve (12) calendar months from their effective date of their layoff or displacement.

Section 17.4. 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 five (5) calendar days after receipt of recall notice shall constitute a forfeiture of an employee's right to recall.

Employees shall be responsible for keeping the Employer notified in writing, by certified mail, return receipt requested, of their current address.

Section 17.5. Severance Pay. Employees displaced by a workforce reduction shall be entitled, on their last date of employment, to all wages and severance pay — meaning the right to cash in all accumulated vacation, compensatory time and one-quarter (1/4) of all sick time, not to exceed eighty (80) hours.

ARTICLE 18 **BULLETIN BOARDS**

Section 18.1. The Employer agrees to provide a bulletin board for Union where bargaining unit employees are located. 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 boards designated for use by the Union.

Section 18.2. All notices or other materials posted on the Union bulletin board must be signed by an official representative of Ohio Council 8 or the Local Union, and posted during non-work time. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections; and,

E. Results of Union elections.

Section 18.3. All other notices posted on the bulletin boards must receive prior approval of the Employer or his designated representative. The bulletin board shall not be used for any postings regarding any partisan political activities. Statements, positions, or information by or about any candidates, partisan or nonpartisan, shall not be posted on the bulletin boards.

The Employer agrees to provide space within the agency for a Union-provided file cabinet.

ARTICLE 19 **WORK WEEK**

Section 19.1. The regular scheduled work week for employees shall consist of forty (40) hours per week, Monday through Friday 7:00 a.m. – 3:30 p.m. The supervisor may modify, with a one (1) week notice, the schedule for employees, and if mutually agreeable, may do so with a one (1) day notice.

ARTICLE 20 **WORK RULES**

Section 20.1. All existing and future work rules or personnel policies shall be reasonable and apply equally to all union employees of the Department. The Union and the Union President shall be notified, and a written copy of the work rule or policy change shall be posted on the Union bulletin board five (5) working days prior to the effective date of change.

Section 20.2. All employees shall receive a copy of the personnel policies, agency emergency/disasters response plan, the Union contract, and their job description upon the first day of employment. Employer will keep an updated copy on the shared drive.

Section 20.3. Confidentiality. The content of any closed door discussion, including but not limited to grievances, disciplinary action, medical condition, leave days, and personal records, shall not be discussed in public, or with other persons not having an express interest in the topic discussed, as described herein.

ARTICLE 21 **HEALTH AND SAFETY**

Section 21.1. The Employer agrees to maintain all buildings, facilities, vehicles, and equipment owned and operated 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 buildings, facilities, vehicles, or equipment. Discussion of health and safety issues will take place at Labor-Management meetings. If a meeting for discussion of such issues is not scheduled within thirty (30) days of receipt of the written report, the issue may be taken to Step 3 of the grievance procedure.

ARTICLE 22
LABOR-MANAGEMENT MEETINGS

Section 22.1. Labor-Management (L/M) meetings for important matters will be arranged between the Local President and the Employer upon request of either party. Such meeting 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 Council 8 and/or County Commissioners.

A L/M meeting will be held at a mutually agreeable time 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.

ARTICLE 23
UNION REPRESENTATION

Section 23.1. Local Union Officials. The Employer agrees to recognize the President of Local 3560A and one (1) steward for the purpose of conducting Union business pursuant to this Agreement. The President will notify the Employer within one (1) working day of any changes in who are the local Union officials.

Section 23.2. Union Business. Authorized employee Union representatives (i.e., defined as Union President, Union Steward, and the alleged grievant or designee when the President/Steward are unavailable) shall be permitted, with the approval of their supervisors and the Director to utilize up to two (2) hours to investigate a potential grievance. An authorized employee Union representative investigating a grievance in accordance with this agreement during work hours shall, at the time of the request to the supervisor, submit the name of the grievant, supervisor, and department involved in this phase of the investigation. At no time may there be more than two (2) bargaining unit members together at the work site to investigate and prepare a grievance during work hours.

With prior approval of the Director/designee, a Union representative may use the Employer's equipment (fax, phone, copy machine) for grievance and/or labor/management issues.

Section 23.3. Staff Representative. Ohio Council 8 Union Staff Representatives, upon prior written notice to the Employer, shall be permitted access to the Employer's premises for the purpose of this Agreement, provided that the Employer's operation shall not be impaired. Upon arrival, the non-employee representative shall identify himself/herself to the Director. The Union shall notify the Employer of the intended visit by any non-employee Union representative, and shall

provide information as to the purpose of the visit in writing to the Director at least twenty-four (24) hours* prior to the date of the visit.

* May be waived at the Director/designee's discretion.

Section 23.4. Bargaining Committee. The Employer agrees to recognize a Union negotiating committee for the purpose of negotiating successor collective bargaining agreements. The Union negotiating committee will be limited to three (3) employees and no more than two (2) representatives of Ohio Council 8. Negotiation meetings will be held according to mutual agreement. The Employer will continue the straight-time pay during regularly scheduled work hours for employees designated by the Union for the time they attend negotiating meetings that are scheduled during work hours. At no time will a Union member's involvement with the bargaining committee disrupt the Employer's operations.

Section 23.5. The Union will provide the Director with an official roster of its officers, stewards, and representatives who will represent it in labor relations areas. The roster will include the name, address, telephone number, and position occupied. No employee will be recognized to conduct business on behalf of the Union until the Director has been properly notified of his authority to do so by the Union.

ARTICLE 24 **SENIORITY**

Section 24.1. Seniority for the purpose of this Agreement shall be the employee's period of continuous, uninterrupted service with the Morgan County Department of Job and Family Services. Employees shall not accrue seniority while on leave, on layoff status, in a period of disability except physical disability leave due to injury at work, or any other non-pay status exceeding thirty (30) days.

Section 24.2. An employee's seniority shall terminate:

1. if the employee quits;
2. if the employee retires;
3. if an employee is discharged and not reinstated;
4. if an employee is laid off for a period of more than twelve (12) consecutive months; and/or
5. if an employee exceeds an approved leave of absence, unless an extension is granted before the initial leave expires.
6. if an employee bids out of the bargaining unit.

Section 24.3. 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 thereafter, showing the seniority of each employee in the bargaining unit.

A copy shall be posted on the Union bulletin board. Any employee shall have ten (10) working days after the list is prepared and posted in the Department to protest his position on that list. If no challenge is received, the list shall be deemed accurate for the remainder of the posting period.

ARTICLE 25 **LEAVES OF ABSENCE**

Section 25.1. Personal Leave. Any employee who has completed one (1) year's continuous service with the Employer may apply for leave of absence without pay for personal reasons not to exceed twelve (12) weeks. Said leave shall be applied for in writing. Personal leaves of absence shall be at the sole discretion of the Employer. The employee will receive written notice of decision. However, in no case shall leave be granted to an employee for the purpose of accepting other employment.

Section 25.2. 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 service.

Section 25.3. Maternity Leave. An employee shall be entitled to an unpaid leave of absence for maternity purposes upon exhaustion of their accumulated sick leave and this is automatic FMLA. The employee should make application for such leave at least twelve (12) weeks before the anticipated delivery as indicated by the certificate of the physician. The maternity leave shall be for not more than twelve (12) weeks in a twelve (12) month period. The leave shall start as recommended by certificate of the employee's physician. Upon returning, the employee shall be returned to their former job classification. Upon returning to work, the employee must present a certificate from her physician that she is able to return to work. Employees who are pregnant may continue to work unless unable to perform the material and substantial duties of their position.

Section 25.4. Jury Duty Leave. Employees shall receive full pay for regular work hours lost for any court or jury duty by the United States or Ohio courts.

Section 25.5. Medical Leave. Any employee who has completed his probationary period and who has exhausted his accumulated sick leave shall be granted a leave of absence without pay for illness for a period up to twelve (12) total weeks within a twelve (12) month period. If requested, the employee shall furnish a statement from his physician that he/she is unable to perform their essential job duties and an extended medical leave is necessary.

Employees who remain disabled at the end of the medical leave may be granted an extension up to twelve (12) weeks. At the end of the extension, or at the end of the original medical leave, if an employee is not expected to be able to return the employee shall be deemed separated on

disability separation. At no time may a family medical leave of absence exceed twelve (12) weeks in a twelve (12) month period.

Additionally, a certificate of the employee's physician stating the employee is fit to return to his former classification shall be required before the employee returns to work, concluding the disability leave.

The Employer may also have the employee examined, at the Employer's expense, to determine whenever the employee is unable to perform their essential job duties and to establish the expected date of return. The examination may occur at any time the employee is on original or extension of a medical leave or at the time an employee requests return from disability separation. The Employer may additionally or alternatively, have the employee examined, at the Employer expense, prior to the employee's return to determine if the employee is capable of performing the material and substantial duties of the position.

ARTICLE 26 **MEDICAL INSURANCE**

Section 26.1. The Employer shall provide for the term of this Agreement medical, hospitalization/surgical and health insurance coverage that other County employees have. The Employer shall pay ninety percent (90%) and the employees shall pay ten percent (10%) of medical insurance premiums for the duration of the contract.

Section 26.2. The County agrees to contribute to the AFSCME Care Plan at least sixty-five dollars and twenty-five cents (\$65.25) per month for the period of this Agreement for the dental and vision benefits, level 3.

All benefits of the IRS Section 125 Plan will apply.

Section 26.3. The County will provide insurance coverage for laid off employees for at least sixty (60) days following the effective date of layoff, but in no event longer than the second full month following the month in which the employee is laid off.

Section 26.4. Employees on authorized family and medical leave that is unpaid shall be continued on the group health insurance plan for up to twelve (12) weeks, beginning with the first full month following the exhaustion of paid leave, provided the employee makes direct payment for his/her share of the premiums at the beginning of each month that he/she will be in unpaid status.

Section 26.5. The Union agrees that the Board of Commissioners may create and maintain a County Insurance Committee for the purpose of controlling costs, reviewing usage, and setting benefit levels. Local 3560 shall have one (1) representative on the insurance committee.

ARTICLE 27
POSTING OF VACANCIES

Section 27.1. Whenever the Employer determines a vacancy occurs in the bargaining unit because of retirement, resignation, promotion, lateral transfer, discharge, etc. or a new position is created that the Employer intends to fill, the position shall be posted and a copy given to the Union President. Position is to be posted for seven (7) working days, and is to be posted on all Union bulletin boards.

Section 27.2. The posting shall include the classification, location of the position at the time of the posting, wage rate (or pay range assignment), a copy of the qualifications required for the position, and a description of the duties of the job as it applies to this specific county agency. The description of the position as posted shall not vary within the agency. The Employer may not reduce the qualifications when advertising outside of the agency, without first re-posting the job with the new qualifications.

Section 27.3. Interested employees shall submit applications or notices of their interest with the Director's office. The Director shall select the most qualified employee for the vacant position based on the following criteria:

- | | | |
|----|---|-------------|
| 1. | Qualifications (as specified in the job description) and demonstrated abilities (which may include testing) | 0-50 points |
| 2. | Experience, training, and education | 0-20 points |
| 3. | Attendance and dependability | 0-20 points |
| 4. | Seniority | 0-10 points |

The applicant who receives the highest score will be awarded the position, provided however, the successful candidate must receive a score of 70 or greater.

In the event two (2) or more employees receive the same score, the position shall be awarded to the employee with the most seniority.

Section 27.4. The Employer may use students, summer help and/or clients to help employees when needed during regular hours of work. The use of these workers will not erode the bargaining unit.

Section 27.5. The Employer shall not be obligated to fill a position if no applicant meets the qualifications for the position as set forth in the posting.

ARTICLE 28
MISCELLANEOUS

Section 28.1. Rest Periods. There shall be two (2) fifteen (15) minute break periods, with pay, one (1) taken approximately midway through the morning half of the shift and one (1) taken approximately midway through the afternoon half of the shift.

Section 28.2. Paycheck & Paycheck Authorization. Employees will receive their paychecks every two (2) weeks. Those employees who have direct deposit will receive their paycheck stubs when available. Employees may have an authorized, adult representative secure their paycheck if the employee has previously submitted a written authorization and the person securing the paycheck signs for the paycheck. It is understood that the representative assumes full responsibility for the authorization.

Section 28.3. Emergency Days. When the County is in a state of emergency as declared by the county sheriff, the Director may, with approval of the County Commissioners, declare the Agency closed. Such days shall be with pay for the time the Agency is closed.

If the Agency is not closed, but road conditions due to snow, flooding or ice prevent an employee from getting to work, that employee may take vacation, personal, or comp time. The worker may opt to use available leave time or to take this as unpaid leave.

Section 28.4. Personal Leave. Personal leave may be utilized in one-quarter (1/4) hour increments. An employee may use up to thirty-two (32) hours personal days which are not assessed against sick or vacation leave and four (4) personal days which shall be assessed against the employee's vacation, sick leave or comp time per calendar year.

Section 28.5. Agency Name. For the purpose of this agreement, when or if the official name of the Employer or Union would be changed, references to Employer and Union will be interchangeable with the new official name.

Section 28.6. Agency Transfer. For such period of time as employees of the Morgan County Department of Job and Family Services are covered under two contracts, all compensatory time, and accumulated benefits shall transfer with the employee, if such employee transfers from a position covered under one contract to a position covered under the other contract.

Section 28.7. Employees who are out of county due to a meeting or any job-related duties shall have their meals reimbursed.

ARTICLE 29
WAGES

Section 29.1. Effective February 28, 2011 2014, all bargaining unit employees shall receive a pay increase of fifteen cents (\$.15) per hour.

The parties agree to have a wage reopener thirty (30) days prior to December 31, 2014, to determine if there are monies available for possible wages for calendar year 2015.

The parties agree to have a wage reopener thirty (30) days prior to December 31, 2015, to determine if there are monies available for possible wages for calendar year 2016.

Section 29.2. Longevity. This is calculated at Step 1 of the negotiated wage scale. Once an employee has completed five (5) years of service with the CSEA, he will receive two and one-half percent (2 1/2%) of Step 1 (base rate) and an additional half percent (1/2%) thereafter up to a maximum of ten percent (10%) after twenty (20) years of service.

Section 29.3. All increases given by the Department of Job and Family Services and the Morgan County Commissioners must be within the ceilings of the Department of Job and Family Services.

Section 29.4. All new hire employees shall be compensated at Step 0, until after they have completed their first year of service with the agency.

ARTICLE 30 **MANAGEMENT RIGHTS**

Section 30.1. Except as specifically limited in this agreement, the Employer shall retain the exclusive right and authority to administer the business of the Department of Job and Family Services, in addition to all other functions and responsibilities, which are not specifically modified by this agreement. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:

1. to manage and direct its employees, including the right to direct, hire, retain, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause;
2. to determine and enforce employment policies and procedures and to otherwise exercise the prerogatives of management;
3. to determine the adequacy of the work force and the hours of work, and to establish, modify, consolidate, or abolish job or classifications; and to determine staffing patterns, included but not limited to, the assignment of employees, duties to be performed, qualifications required, and areas worked;
4. to determine the necessity to schedule overtime and the amount required thereof;
5. to determine the Employer's budget and use thereof;
6. to determine the basis for selection, retention, and promotion of employees to or for positions of employment;
7. to maintain and improve the efficiency and effectiveness of the Employer's operation;

8. to determine the overall mission of the Employer;
9. to effectively manage the work force;
10. to take action to carry out the mission of the Employer;
11. to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure.

Section 30.2. The Union recognizes and accepts that all functions, rights, powers, responsibilities, and authority of the Employer not expressly restricted or modified herein and as permitted by law shall remain exclusively those of Employer.

Section 30.3. 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 31
APPLICATION OF CIVIL SERVICE

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

<u>Contract Article</u>	<u>Supersedes and/or Prevails Over</u>
Article 8, Probationary Period	ORC 124.27, OAC 123:1-19-01; ORC 124.321 – 132.328
Article 9, Grievance Procedure	ORC 124.34
Article 10, Disciplinary Procedures	ORC 124.34
Article 11, Sick Leave	ORC 124.38 – 124.391; 124.396
Article 13, Vacation	ORC 325.19
Article 14, Holidays	ORC 325.19
Article 15, Bereavement Leave	ORC 124.38 – 124.391; 124.396

Article 16, Overtime	ORC 4111.03
Article 17, Layoff and Recall	ORC 124.321 – 124.328; OAC 123:1-41-01 – 123:1-41-23
Article 24, Seniority	ORC 124.321 – 124.328
Article 25, Leaves of Absence	ORC 124.382; ORC 124.386; OAC 123:1-34-01

ARTICLE 32
DURATION

This Agreement represents the complete Agreement on all matters subject to bargaining between the Employer and the Union except as otherwise noted herein and shall become effective February 28, 2014, and shall remain in full force and effect until December 31, 2016.

Written notice of intent to negotiate a successor agreement shall be given no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt.

SIGNATURE PAGE

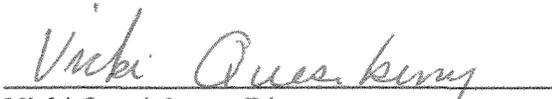
This Agreement is hereby executed on this 10th day of FEBRUARY, 2014.

**For the Morgan County Child Support
Enforcement Agency**


Mike Reed, ~~President~~ *MCE*
Morgan County Board of Commissioners

Tim Vanhorn, Commissioner
Morgan County Board of Commissioners


Adam Shriver, Commissioner
Morgan County Board of Commissioners


Vicki Quesinberry, Director


Dee-Ann Vandine, Supervisor


Heidi M. Burns, Fiscal Officer

Michael L. Seyer, Labor Consultant

**For AFSCME, Local 3560A
Ohio Council 8**


Cindy Kuntz, Chapter Chair Local 3560A


Laura Kloh, Bargaining Team Member


John Johnson, Staff Representative
AFSCME Ohio Council 8

APPENDIX A
WAGES

Effective February 28, 2014

2014 Pay Range	Rate Type	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Account Clerk	Hourly	\$10.30	\$12.30	\$12.80	\$13.23	\$13.64	\$13.80	\$14.15	\$14.45
Case Manager	Hourly	\$11.49	\$13.49	\$13.74	\$14.02	\$14.36	\$14.80	\$15.21	

LETTER OF UNDERSTANDING

The Employer and the Union agree on a Performance-Based Incentive. Provided that the Administrative Fees average a total of \$3,000.00 for April 2014 – June 2015, employees will be provided one additional free personal day, per six (6) month period. Provided that the Administrative Fees average a total of \$3,100 for July 2015 – December 2016, employees will be provided one additional personal day per six (6) month period.