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LABOR
AGREEMENT

Between

THE KNOX COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

and

LOCAL 657, OHIO COUNCIL 8 OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

July 1, 2014- June 30, 2017

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Article 1

PURPOSE AND DEFINITIONS

1.1 This Agreement is entered into by and between the Knox County Department of Job and Family Services and Local No. 657, Council 8, of the American Federation of State, County and Municipal Employees, AFL-CIO.

1.2 The parties' purpose in entering into this Agreement is (1) to provide for an equitable and peaceful resolution of differences between them, (2) to provide a fair and responsible method of enabling employees in the bargaining unit to participate through union representation, and (3) to establish wages, hours, and other terms and conditions of employment for employees as set forth in this Agreement.

1.3 This contract is entered into in a spirit of cooperation, with the Employer and the Union each recognizing their responsibility to respect the provisions of this contract, so that both parties together may work to better serve the citizens of Knox County.

1.4 Definitions

Assignment: An assignment occurs when the Director or a supervisor designates work duties to be performed by an employee within his classification.

Day: A calendar day, unless otherwise indicated

DJFS: The Knox County Department of Job and Family Services

Director: The DJFS director or designee

Employee: A member of the bargaining unit

Employer: Knox County DJFS and representatives authorized to act on behalf of the DJFS

Local: Local Chapter #657

Promotion: A promotion is an assignment intended to upgrade an employee's job classification and increase his rate of pay. A promotion may occur by transfer only if the transfer is intended to increase the employee's job classification and rate of pay.

Transfer: A transfer is an assignment to another job classification. Permanent transfers are those for greater than the probation period; temporary transfers are those for less than the probation period.

Union: Local #657 AFSCME AFL-CIO and Ohio Council 8 AFSCME AFL-CIO

Work Day: A weekday that the Employer is open for business

Article 2

RECOGNITION/BARGAINING UNIT CLASSIFICATIONS

2.1 The Employer recognizes the Union as the sole and exclusive representative for purposes of negotiating wages, hours, and other terms and conditions of employment for all employees of the Employer that are not excluded by Section 2.2 below, including the following classifications:

Account Clerk 2

Child Support Case Manager

Clerical Specialist 3

Eligibility/Referral Specialist 1

Eligibility/Referral Specialist 2

Employment Services Counselor

Employment Services Interviewer

Income Maintenance Aide 2

Investigator 2

Legal Specialist

Maintenance Repair Worker 1

Maintenance Repair Worker 2

Secretary 1

Social Service Aide 1

Social Service Worker 1

Social Service Worker 2

Unit Support Worker 2

2.2 Excluded from the bargaining unit are all management-level employees, confidential employees, professional employees, and supervisors as defined in Chapter 4117 and

all seasonal and casual employees as determined by the State Employment Relations Board, including the following classifications:

Account Clerk Supervisor
Administrative Assistant
Assistant County Human Services Administrator
Attorney
Case Manager/Investigator Supervisor
Clerical Supervisor
County Human Services Administrator
Eligibility/Referral Supervisor
Fiscal Officer
Hearing Officer
Maintenance Repair Supervisor
Program Administrator
Program Specialist
Social Service Supervisor
Training Officer

2.3 In the event that the Employer decides to fill a position, which position either did not exist or was vacant on the effective date of this Agreement, the Employer and the Union shall meet before the position is posted to discuss whether such position warrants inclusion under the standards of O.R.C. Chapter 4117. If the parties cannot agree, the Employer will acknowledge such disagreement by letter, and the Union may seek what recourse it has before the State Employment Relations Board.

2.4 The Director shall establish all duties and responsibilities for each job classification covered by the bargaining unit. Job descriptions only outline the minimum responsibilities for any job classification. Listing the job classifications in Section 2.1 has no effect on the Director's right to add, combine or abolish classifications. This Article eliminates job audits under the Ohio Revised Code. If an Employee's job is changed substantially, the Union may demand to bargain over a wage adjustment.

A "substantial change" occurs in an employee's current position when over 33 percent of new, previously unassigned work has been added to his core responsibility. This Section 2.4 is not applicable to lateral transfers or promotions.

Article 3

MANAGEMENT RIGHTS

3.1 The Union recognizes the right and authority of the Employer to administer the business of the DJFS, and in addition to other functions and responsibilities which are required by law, the Union recognizes that the Employer has and will retain the full right and responsibility to direct the operations of the department, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, which more particularly include, but are not limited to, the following, except as limited by the express terms and conditions set forth in this Agreement:

(a) To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, lay off and recall or to reprimand, suspend, discharge or discipline for just cause;

(b) To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;

(c) To determine the Department's goals, objectives, programs and services, and to utilize personnel in the manner designed to effectively meet these purposes;

(d) To determine the size and composition of the work force in the Employer's organizational structure, including the right to abolish positions;

(e) To determine the hours of work and work schedules required to most efficiently operate;

(f) To determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;

(g) To determine the necessity to schedule overtime and the amount required thereof;

(h) To maintain the security of records and other important information;

(i) To determine the overall budget;

(j) To maintain and improve the efficiency and effectiveness of the Employer's operations;

(k) To determine and implement necessary actions in emergency situations; and

- (1) To promulgate reasonable work rules.

3.2 The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the exclusive function of the Employer. The Employer has no duty to bargain over its management decisions or their effects.

Article 4

DUES DEDUCTIONS

4.1 The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit.

4.2 The Employer shall make payroll deductions from pay or wages of employees upon submission of a signed check-off card for the employee. Amounts deducted shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall advise the Employer, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the checked-off monies shall be remitted.

4.3 The payroll deduction shall be made by the Employer monthly: The first pay period of each month. If an employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied. Monies deducted pursuant to the provisions of this section shall be remitted to the Union within fifteen (15) days of their deduction. Each remittance shall be accompanied by the following alphabetical lists: (1) For employees for whom deductions were made, the name, address, and Social Security number of the employee, and amount deducted; (2) The name of each employee whose name has been dropped from the prior check-off list and the reasons for the omission.

4.4 The Union will indemnify and hold the Employer harmless for all monies deducted and remitted to the Union pursuant to the provisions of this contract.

4.5 The Employer shall be relieved from making such individual "check-off" deductions upon the employee's: (1) termination of employment; or (2) transfer to a job other than one covered by the bargaining unit; or (3) layoff from work; or (4) agreed unpaid leave of absence; or (5) revocation of the check-off authorization in accordance with the provisions of the check-off agreement, in which case Section 4.9 shall become applicable.

4.6 The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred.

4.7 The rate at which dues are to be deducted shall be certified to the payroll clerk by the treasurer of the Union during January of each year. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

4.8 Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement, except as otherwise provided in this Agreement.

4.9 All employees who are not members in good standing of the Union, shall be required to pay a fair share fee to the Union as a condition of continued employment.

4.10 All employees who do not become members in good standing of the Union shall be required to pay a fair share fee to the Union effective sixty-one (61) days from the employee's date of hire or the date of execution of this Agreement, whichever is later, as a condition of employment.

4.11 The fair share fee amount shall be certified to the Employer by the 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.

4.12 Payment to the Union of fair share fees deducted shall be made in accordance with the regular dues deductions as provided herein. The Employer shall provide the Union with an alphabetical list of the names, Social Security numbers, and addresses of those employees who had a fair share fee deducted along with the amount of the fair share fee deduction. Fair share fees shall be used for purposes outlined under state and federal law and court or SERB decisions.

4.13 Union dues and fair share fee may only be used for legal purposes, in accordance with state and federal statutory or common law.

Article 5

UNION REPRESENTATION

5.1 The Employer will recognize non-employee Council 8 representatives as Union representatives in accordance with this Agreement upon receipt of a letter identifying the representative signed by the Council 8 administrative officer or his designee.

5.2 The Union shall submit in writing the names of employees who act as Union representatives for processing grievances attending hearings and labor/management meetings. The Employer shall recognize as Union representatives the President of the Local, or in his absence the Vice President, and a maximum of four (4) stewards. Each steward may also have an alternate. The Union shall notify the Employer in writing of changes of all stewards, alternates or officers of the Local within ten (10) days of such change. Alternates may act in the absence of stewards in processing grievances. An employee will not be recognized to function as a Union representative until the Union has presented the Employer with written certification of that person's selection.

5.3 The Union shall provide to the Employer an official roster of its officers and Local Union representatives which is to be kept current at all times and shall include the following:

- (a) Name;
- (b) Address;
- (c) Immediate supervisor; and
- (d) Union office held.

5.4 The investigation and writing of grievances shall be on duty time up to a maximum of five (5) hours per month per appropriate Union official. Union officials shall sign an agreed-upon form for Union business. All hours after five (5) hours shall be on non-duty time.

5.5 Alternate stewards shall only be allowed to utilize time of the steward whom he/she replaced. The Union President and Vice President shall have reasonable time to conduct necessary Union business.

5.6 The stewards shall obtain permission from their immediate supervisor and notify their immediate supervisor when leaving their job to perform Union business under this section, and shall report when returning to work.

5.7 Grievance hearings shall be scheduled by mutual agreement of both parties. If grievance hearings are scheduled during an employee's regular duty hours, the employee and Union official shall not suffer any loss of pay while attending hearing.

5.8 Rules governing the activity of Union representatives are as follows:

(a) The Union agrees that no official of the Union (employee, non-employee) shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized in Section 5.4.

(b) The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity and receiving authorization from that supervisor. The supervisor in charge shall not routinely or unreasonably deny a steward or officer the right to perform Union activity as authorized by this Agreement.

(c) The Union employee official (President, Vice President or steward) shall cease Union activities not authorized by this Agreement immediately upon the request of the supervisor of the area where the Union activity is being conducted or upon the request of the employee's immediate supervisor.

(d) A Union employee official abusing the rules of this section is subject to disciplinary action.

5.9 The Employer agrees that one (1) non-employee officer or representative of the Union shall be admitted to the Employer's facilities and sites during working hours upon twenty-four (24) hours advance notice to the Employer. Such visitation shall be for attending meetings as permitted herein. Such activities shall not interfere with the normal work duties of employees except to the extent authorized in advance by the Employer.

5.10 The Union President or designee shall be permitted up to 15 minutes, with prior approval of the appropriate supervisor(s), to make a presentation to new hires during regular business hours.

Article 6

BULLETIN BOARDS

6.1 The Employer agrees to provide space for one (1) bulletin board no larger than 2' by 4' in an agreed upon area of each division for use by the Union.

6.2 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 appointment;
- (d) Notice of Union elections;
- (e) Results of Union elections;
- (f) Legislative reports;
- (g) Reports of non-political standing committees and independent non-political arms of the Union;
- (h) Agreements reached in labor/management meetings; and
- (i) Minutes of Union meetings.

6.3 All other notices of any kind not covered in (a) through (i) above must receive prior approval of the Director. Union identification will be used on all items posted by the Union. It is also understood that no material may be posted on the Union bulletin board at any time which contains scandalous or scurrilous materials, nor derogatory or personal attacks on the Employer, its officials, its employees or others, nor attacks on or favorable comments regarding candidates for public office. When any material is posted which violates this Article, the Employer may direct the Union President or Vice President to remove the material. If the

employee fails to remove the material as directed, he shall be subject to disciplinary action. Such direction or disciplinary action may be grieved.

Article 7

NO STRIKE/NO LOCKOUT

7.1 Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Knox County. Therefore:

(a) The Union agrees that neither it, its officers, agents, representatives or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, walkout, slow-down or any other interruption of operations or services of the Employer by its members or other employees of the Employer. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the Union fail to post such notice, the Employer shall have the option of canceling any Article, section, or subsection of this Agreement. Any employee failing to return to work after notification by the Union as provided herein or participating in or promoting strike activities as outlined above may be disciplined or discharged and only the question of whether or not he did fail to return to work, participate in, or promote such activity shall be subject to appeal. The Employer may invoke any other remedy provided in O.R.C. Chapter 4117.

(b) The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated subsection 7.1(a) of this Article.

Article 8

LABOR/MANAGEMENT MEETINGS

8.1 In the interest of sound labor/management relations, upon the written request of either party and on a mutually agreeable day and time, up to four representatives each of the Employer and the Union, plus an outside representative, if desired, shall meet to discuss those matters addressed in section 8.2 of this Article. Additional representatives may attend by mutual advance agreement.

8.2 An agenda will be furnished at least five (5) working days in advance by the party requesting the meeting. A list shall be provided on the issues to be addressed. This list shall adequately describe the issues so that the other party may be prepared to discuss the issue fully. Only those items on the agenda shall be discussed, except by mutual agreement.

The purpose of such meetings shall be to:

- (a) Discuss administration of this Agreement;
- (b) Notify the Union of any changes made by the Employer which affect bargaining unit members;
- (c) Disseminate general information of interest to the parties;
- (d) Discuss ways to increase productivity and improve efficiency;
- (e) Discuss other matters mutually agreed to by the parties.

8.3 If special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as feasible.

8.4 Labor/management meetings are not intended to be negotiation sessions to alter or amend the basic Agreement.

Article 9

GRIEVANCE PROCEDURE

Definitions

9.1 The term "grievance" shall mean an allegation or dispute by an employee that there has been a breach, misinterpretation, non-compliance or improper application of this Agreement.

9.2 All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step. "Immediate supervisor" for purposes of this Article means the person who is lowest in line of authority over the grievant and who is not an employee in the bargaining unit.

9.3 A grievance may be brought by an employee or group of employees who are similarly affected by the same circumstances. Employees affected by the same circumstances are not required to join a group grievance. The Union may appoint one person to represent the group. All employees who choose to join the group must sign a group grievance and the grievance will be initiated with the supervisor at the lowest level supervision common to all the grievants.

9.4 "Days" for purposes of this Article means week days that the Employer is open for business.

Rules for Grievances

9.5 Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect or by permitting the time requirement at any step to lapse without further appeal.

9.6 Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. Any grievance not filed or appealed by the grievant within the stipulated timelines shall be considered waived. The grievant may continue processing the grievance if he/she is not in agreement with the Employer's interpretation of the time lines. All time limits on grievances may be waived by mutual consent of the parties.

9.7 If the relief requested is beyond the scope of the immediate supervisor, the grievance may be filed directly at Step 2.

9.8 All the written grievances must contain the following information to be considered:

- (a) Grievant's name and signature;
- (b) Grievant's classification;
- (c) Date grievance was first discussed;
- (d) Date grievance was filed in writing;
- (e) Name of supervisor with whom grievance was discussed;
- (f) Date and time grievance occurred;
- (g) Where grievance occurred;
- (h) Description of incident giving rise to the grievance;
- (i) Articles and sections of the Agreement violated; and
- (j) Relief requested.

9.9 When an employee covered by this Agreement represents himself in a grievance, the Employer will advise the Union of its disposition. No settlement shall be in conflict with any provisions of this Agreement. An employee may choose one (1) other employee, who shall be a Union steward, to accompany him in Steps 1 through 4 of this procedure.

9.10 The grievance form developed jointly by the Employer and the Union shall provide the information as outlined in Section 9.8. The Union shall have the responsibility for the duplication, distribution, and their own accounting of the grievance forms.

9.11 STEP 1: INFORMAL STEP/IMMEDIATE SUPERVISOR

Discussion with immediate supervisor must take place within ten (10) days of occurrence of alleged grievance. Parties must sign Step 1 form indicating the informal conference has occurred.

9.12 STEP 2: DEPARTMENT HEAD

Grievance appeal form must be filed with Department Head within fifteen (15) days after occurrence of the alleged grievance.

Department head must meet with the grievant and a Union steward if requested by the grievant, and provide a written answer within ten (10) days after meeting is held.

9.13 STEP 3: DIRECTOR

Appeal of Step 2 reply must be filed with Director within ten (10) days after receipt of department head's Step 2 reply. Director must schedule meeting within ten (10) days of the filing of the appeal. Director must provide written answer within ten (10) days after meeting with the grievant.

9.14 STEP 4: MEDIATION

If the reply provided by the Director does not resolve the grievance, the Union shall request FMCS mediation. The mediation request shall be filed with the Director's office within ten (10) days of receipt of the Step 3 response. The parties will first attempt to agree on an FMCS mediator. If unable to agree, the Union will request for FMCS to appoint a mediator.

9.15 STEP 5: ARBITRATOR

Demand for arbitration must be made within ten (10) days after Step 4 mediation. Demand should be sent to FMCS office, copy to Director.

Arbitrator must be selected using the alternate strike process. Union strikes first. Each party has the right to reject one list.

Hearing date must be selected within a reasonable period of time after the arbitrator has accepted the appointment.

9.16 The local and the Union shall have the sole and exclusive right to determine whether a grievance is advanced to mediation and/or arbitration.

Rules for Arbitration

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

9.18 The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to or subtract from or modify the language

therein in arriving at his determination on any issue that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him.

9.19 The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline, only if the level of discipline is not supported by just cause. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to no earlier time than ninety (90) calendar days prior to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

9.20 The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction.

9.21 The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.

9.22 The decision of the arbitrator shall be final and binding upon the Union, the employee and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be paid by the losing party.

9.23 Expenses, if any, of the witnesses shall be borne by the party calling the witness. The fees of the court reporter shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript. All necessary employees who attend an arbitration hearing during working hours shall be paid hour-for-hour of their regular schedule shift.

Article 10

NON-DISCRIMINATION

10.1 Neither the Employer nor the Union shall discriminate against any employee on the basis of age (over 40), sex, race, color, creed, handicap, marital status, national origin, political affiliation, or involvement or non-involvement with the Union.

10.2 All references to employees in this Agreement shall be gender neutral.

10.3 The Employer agrees not to interfere with the rights of employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of Union membership or because of any authorized employee activity in an

official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement.

10.4 The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not discriminate, interfere, restrain, or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Article 11

CORRECTIVE ACTION

11.1 No employee shall be reprimanded, reduced in pay, suspended, discharged or removed except for just cause.

11.2 The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

11.3 Records of instruction and cautioning and written reprimands shall cease to have force and effect eight (8) months and sixteen (16) months, respectively, after their effective date and all records of suspensions shall cease to have force and effect twenty-four (24) months after their effective date, providing there is no intervening disciplinary action of the same or of a similar nature taken during that time period.

11.4 When an employee is asked to attend a meeting or conference with a supervisor, if the employee reasonably believes that discipline may result from such meeting or conference, he may request that his steward or another Local Union representative be present.

11.5 The Employer agrees that principles of progressive disciplinary action normally will be followed. Each work rule violation is counted to determine the appropriate level of discipline.

11.6 Before an employee is discharged, suspended, or demoted, he shall be informed about the charges against him and given an opportunity to respond to them. The employee and the Union President shall be given written notice of the charges against him 24 hours before he is scheduled to meet with the Director over his proposed discipline. The notice shall state the grounds for the proposed discipline.

11.7 For purposes of this Section, "24 hours notice" means that if an employee is notified of his proposed discipline at 10:00 a.m. on one day, his pre-disciplinary meeting shall not be held until after 10:00 a.m. the next day. No 24-hour notice is necessary if the facts and circumstances justify the employee's immediate removal from his job.

11.8 An employee may appeal any disciplinary action through the grievance procedure set forth in this contract within five (5) working days from the time the Employer issues the disciplinary action to the employee.

Article 12

SENIORITY

12.1 "Seniority" shall be computed on the basis of uninterrupted length of continuous regular part-time or full-time service with the DJFS.

12.2 Employees shall lose all seniority and employment rights upon any of the following:

- (a) Discharge for just cause;
- (b) Retirement;
- (c) Failure to return to work within fourteen (14) calendar days of recall from layoff, unless the failure to return within such fourteen (14) calendar days is not within the control of the employee, or within such fourteen (14) calendar days of the date agreed to by the Employer as an alternate date for the employee to return to work;
- (d) Failure to return to work upon expiration of a leave of absence;
- (e) Absence of three (3) or more consecutive work days without calling in, unless the employee has a reason for not calling in that is satisfactory to the Employer, or absence of three (3) or more consecutive work days without a satisfactory excuse;
- (f) Resignation; and
- (g) Absence from employment for a period of two (2) or more consecutive years for any cause, except military leave of absence.

12.3 Employees shall continue to accrue seniority during the following:

- (a) Absence while on approved paid or approved unpaid leave not exceeding two (2) years; and
- (b) Military leave of absence.

12.4 The Employer shall update agency seniority list annually and provide two (2) copies to the Union. The lists shall group employees by classification. The Employer shall meet with the Union to correct any errors in the lists.

12.5 Employees promoted or transferred to positions outside the bargaining unit, but within the agency, shall continue to accrue seniority.

12.6 If two (2) or more employees have equal seniority, ties will be broken by lot (such as coin flip or drawing of cards).

Article 13

FILLING OF POSITIONS

13.1 The parties agree that all appointments to positions in the bargaining unit shall be filled in accordance with this Article.

13.2 Whenever the Employer determines to fill a permanent bargaining unit position, a notice of such vacancy shall be posted on the Employer's bulletin board for seven (7) consecutive days not including the date of posting. During the posting period, employees wishing to apply for the vacant positions shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider an application submitted after the seven (7) day period has expired, or to consider applicants who do not meet the minimum qualifications for the job.

13.3 The Employer shall consider the following when considering qualified applicants:

- (a) Experience;
- (b) Training;
- (c) Education; and
- (d) Previous job performance.

13.4 The Employer shall award the position to the applicant whom it determines is best qualified for the position. Although employees shall be interviewed (or tested where applicable) first for the vacancy where possible, no guarantee exists that employees who meet minimum qualifications will receive the job. Upon making its decision to fill the vacancy, the Employer shall not act arbitrarily.

13.5 Transfers Within Same Classification. If one or more employees apply for an opening in the same position with the same job description, the most senior employee shall be awarded the position. If one or more employees apply for an opening in the same classification with a different job description, the Employer shall give first consideration to such applicants.

13.6 The Employer shall notify the Union if an employee applicant is awarded the vacant position and shall notify all employees who have not been selected for the vacancy. The Employer shall also notify the Union of all temporary appointments within the bargaining unit.

13.7 Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis.

13.8 An employee who is awarded a position as a result of a job bid may not bid on vacant positions during the probation period for the position he has been awarded. Newly hired probation employees are not eligible to apply for other vacant positions in the Department.

Article 14

LAYOFF AND RECALL

14.1 When the Employer determines that a layoff or job abolishment is necessary for economic, workload, reorganization or program related reasons, the Employer shall notify the affected employee(s) fourteen (14) days in advance of the effective date of the layoff or job abolishment. The Employer shall also notify the affected employee(s) in writing of the reason for the layoff. The Employer shall also offer to meet with the Union to discuss alternatives. The Employer, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on employees.

14.2 The Employer shall determine in which existing classification group(s) layoffs and job abolishment will occur. Within each existing classification group affected, employees will be laid off in accordance with their seniority. The exception to this is if an employee in the affected classification has an active suspension in his/her file at the time of the layoff. If so, then that employee may be laid off without regard to his/her seniority.

14.3 For purposes of layoff, classification groups are as follows:

Group I

Social Services Worker 2 (29)
Social Services Worker 1 (27)

Group II

Child Support Case Manager (27)
Eligibility/Referral Specialist 2 (28)
Eligibility/Referral Specialist 1 (27)
Employment Services Counselor (28)
Employment Services Interviewer (27)
Investigator 2 (27)
Unit Support Worker 2 (05)

Group III

Account Clerk 2 (26)
Clerical Specialist 3 (26)
Income Maintenance Aide 2 (04)
Legal Specialist (27)
Secretary 1 (26)

Group IV

Maintenance Repair Worker 2 (05)
Maintenance Repair Worker 1 (04)

Group V

Social Services Aide 1 (03)

14.4 An employee who is laid off may bump the least senior employee in the same classification or an equivalent or lower classification in the same classification group, except that employees cannot bump into another Division unless their entire Division has been eliminated (there are five Divisions: child support, children's services, public assistance, workforce development, and fiscal). Employees may only bump if they meet the minimum qualifications for the classification into which they are bumping. Each employee may only bump once during a layoff, and such bump must be into the same or next lowest pay range for which he/she qualifies. An employee who has not previously held a position in the classification into which he/she bumps must serve the probation period for an employee newly reassigned to such

classification. If he/she does not successfully complete the probation period, he/she will be placed on the layoff list for his/her original position.

14.5 Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, up to the number designated by the Employer, in the reverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled.

14.6 Notice of recall shall be sent to the employee by certified mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail return receipt requested, to the last mailing address provided by the employee. The Employer shall not hire any new employees into a classification where a laid off employee in that classification is on the recall list.

14.7 The recalled employee shall have three (3) working days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) days following the notice of intent in which to report for duty, unless a different date for returning to work is otherwise agreed to. If the notice is returned as undeliverable the employee loses his/her position on the recall list. The Employer may send conditional recall notices to employees whose right to recall depends on whether other employees on the recall list notify the Employer of their intent not to return to work or fail to respond to the recall in a timely manner. Employees are responsible for notifying the Employer of any change of mailing address for recall notices.

14.8 No new employees shall be hired into, or vacant positions posted in, any classification in which employees are on layoff. The Employer shall not subcontract out the job of an employee who is on an existing layoff list.

14.9 Laid off employees may request payment of accumulated but unused vacation leave and any overtime pay owed to them. Such employees shall also have the right to convert their group insurance coverage to individual coverage in accordance with the insurance plan. The Employer shall pay the Employer's share of the premium necessary to cover the first thirty (30) days of layoff.

Article 15

HOURS OF WORK

15.1 This Article is intended to define the hours normally worked by employees in their various classifications. Work schedules for employees will be arranged by the Employer so the normal scheduled work week is 40 hours work per week. This 40 hour schedule does not prevent the Employer from establishing different work schedules to meet its needs. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or work per week. The work week for all such employees will normally consist of five (5) consecutive work days.

15.2 The normal core time for employees is 7:30 a.m. until 4:30 p.m. During this time, employees shall receive a one (1) hour lunch, one-half (1/2) hour of which is paid by the Employer. An employee who actually works four (4) or more hours during a day will be credited with the 1/2 hour paid lunch for that day. An employee who actually works less than four (4) hours in a day will not be credited with paid lunch for that day. Employees reporting to work after 8:00 a.m. are considered late for work. They shall be docked each minute they are late for work and may also be disciplined for tardiness. Employees failing to report back to work in time after lunch shall also be docked time and may be disciplined for tardiness, except if a verifiable serious emergency existed.

15.3 An employee may use flex time with the prior approval of his immediate supervisor. "Flex time" is hours worked over eight (8) in one day that the employee requests to take as time off during the same work week. Time must be worked before flex time is allowed. Employees may be allowed to work over eight (8) hours in one day only if their supervisor determines that enough work is available during that extra time.

15.4 Employees may use their sick leave, personal leave, and compensatory time in increments of 1/4 of an hour. Employees may use their 1/4 hour increments of sick, personal or compensatory time to prevent their tardiness after 8:00 a.m. only if they notify the Employer between 7:30 a.m. - 8:00 a.m., if possible, that they will be late for work. Sick leave may only be used for illness. Employees arriving after 8:00 a.m. may use their 1/4 hour increments to avoid having their pay docked but will nonetheless be considered late for work and may be subject to discipline for tardiness.

15.5 An informal break is an unscheduled time away from work area. The employee, however, must be available to the supervisor for work. The employee cannot leave the building during an unscheduled (15 minute) break, unless the employee's assignment had already required him to leave the building.

Article 16

PROBATION PERIODS

16.1 The probation period for newly hired employees shall be one hundred-thirty (130) actual work days. The probation period for newly promoted employees will be ninety (90) actual work days. For purposes of this Article, actual work day means days that an employee is actually at work, not just days they are in paid status. The Employer has the discretion to extend the above periods by up to sixty (60) actual work days. If the probation period is to be extended the employee will be notified. If the Employer extends an employee's probation period, a meeting will be held with the employee to explain the reasons for the extension. The Union will receive notification of any extensions. Extensions will not be arbitrary or capricious.

16.2 Every newly hired person will be required to successfully complete a probation period. The probation period for new hires shall begin on the first day for which the person earns compensation from the Employer. A newly hired probation person may be terminated any

time during his probation period or extended probation period, and shall have no appeal over such removal.

16.3 An employee newly promoted, demoted or reassigned to a different classification for which he has not already successfully completed a probation period will be required to successfully complete a probation period in his newly appointed position. The probation period for such employee shall begin on the effective date of the promotion. A newly promoted employee who evidences unsatisfactory performance may be returned to his former classification any time during his probation period without recourse or may be disciplined in accordance with the procedure outlined in this Agreement. A newly promoted employee may request to return to his/her previous position during the probation period, if his/her position has not already been filled (meaning that an applicant has been offered and has accepted the position). The granting of such request shall be at the discretion of the Employer, although such request shall not be unreasonably denied.

Article 17

OVERTIME

17.1 When an employee is required by the Employer to work more than forty (40) hours in a calendar week, Sunday 12:01 a.m. to Saturday, 11:59 p.m., he shall be paid overtime pay for such time actually worked over forty (40) hours at one and one-half (1-1/2) times his regular rate of pay. Compensation shall not be paid more than once for the same hours under provision of this Article or Agreement.

17.2 Employees may accrue up to two hundred-forty (240) hours of compensatory time. Accrued compensatory time must be used within one hundred-eighty (180) days or it shall be cashed in at the employee's then existing rate of pay. Compensatory time must be taken at a time mutually agreed to by the employee and the supervisor.

17.3 Time in active pay status counts for overtime purposes, except that sick leave and unpaid days do not count towards the overtime calculation.

17.4

a) When an employee is assigned to Children's Services on-call for the week he/she will automatically be compensated for a minimum of twelve (12) hours of overtime for that week at one and one-half (1½) times his/her regular rate of pay, subject to section (d) below.

b) If the employee actually works less overtime hours than the automatic minimum for overtime that week, then the employee shall certify, using Form ____, that he/she is not due any overtime pay in excess of the automatic minimum.

c) In addition to the automatic minimum, employees will be paid one and one-half (1½) times their regular rate of pay for all hours actually worked (pursuant to Section 17.3) over

fifty-two (52) in the week. In such cases, the employee shall be required to provide a detailed accounting of all hours worked over forty (40) in the week.

d) If an on-call week is shared between two or more employees, the “automatic minimum” shall be apportioned on a pro-rata basis between the employees sharing the on-call assignment. The rules governing the sharing of on-call week, and the pro-rata pay, shall be governed by Employer policy.

Article 18

WORK RULES

18.1 It is understood that the Employer has the authority to promulgate policies, procedures, and directives to regulate the conduct of the Employer's business. Employees will be required to acknowledge in writing receipt of work rules. The signature of the employee on such written policies, procedures, and directives shall only be an acknowledgment of receipt, not as evidence that the employee agreed with it.

18.2 The Employer agrees that, to the extent any policies and procedures have been or will become reduced to writing, every employee shall have access to them for the duration of this Agreement. Copies of newly established written policies and procedures or amendments to existing work rules will be furnished to and discussed with two (2) local representatives of the Union at least ten (10) calendar days prior to the anticipated date of implementation, unless circumstances require immediate implementation. If immediate implementation is necessary, the Employer shall notify the Union immediately to explain the circumstances.

18.3 A work rule applied in violation of this Agreement may be grieved by the affected employee.

18.4 It is the Employer's intention that work rules shall be interpreted and applied reasonably and uniformly to all employees under the same circumstances.

Article 19

WAIVER IN CASE OF EMERGENCY

19.1 In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Knox County Commissioners, the Federal or State Legislature, or the DJFS, such as acts of God or civil disorder, the following conditions of this Agreement may automatically be suspended:

- (a) Time limits for management or the Union replies on grievances; and
- (b) Selected work rules and/or agreements and practices relating to the assignment of employees.

19.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure and shall proceed from the point in the grievance procedure to which they (the grievants) had properly progressed.

Article 20

PERSONNEL RECORDS

20.1 An employee shall have the right to inspect his personnel file at reasonable times and places, provided ample notification is given to the Personnel Department.

20.2 The employee may compile, date, and insert in said file a list of the documents he finds therein.

Article 21

HOLIDAYS

21.1 Employees are entitled to the following paid holidays:

New Year's Day	(1st day of January)
Martin Luther King Day	(3rd Monday of January)
Presidents' Day	(3rd Monday of February)
Memorial Day	(Last Monday in May)
Independence Day	(4th day of July)
Labor Day	(1st Monday of September)
Columbus Day	(2 nd Monday in October)
Veterans' Day	(11th day of November)
Thanksgiving Day	(4th Thursday of November)
Day after Thanksgiving	(4 th Friday of November)
Christmas Day	(25th day of December)

21.2 To be entitled to holiday pay, an employee must be on the active payroll (i.e., actually receive pay) during the week in which the holiday falls, and must have worked his last scheduled working day prior to the holiday and his first scheduled working day after the holiday within the employee's regularly scheduled work week, unless such absence has been approved by the Employer.

21.3 In the event any of the aforementioned holidays falls on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays falls on Sunday, the Monday immediately succeeding shall be observed as the holiday.

21.4 If a full-time employee's work schedule is other than Monday through Friday, he is entitled to holiday pay for holidays observed on his day off regardless of the day of the week on which they are observed.

21.5 Any work performed by an employee on any one of the days listed in Section 21.1 shall be paid for at the rate of one and one-half (1-1/2) times the employee's straight time hourly earnings in addition to holiday pay.

21.6 Full-time employees (forty (40) hours per week) shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in section 21.1 above when no work is performed on such holidays. Part-time employees (less than forty (40) hours per week), shall be paid for those hours for which they were scheduled to work but did not because of the holiday.

21.7 If a holiday occurs during a period of paid vacation leave, the employee will draw normal pay and will not be charged for sick leave or vacation leave.

Article 22

VACATION

22.1 Regular full time and regular part time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer, the State or any political subdivision of the State. The amount of vacation leave to which an employee is entitled is based upon years of service with any of the entities referenced above, as follows:

<u>Years of Service</u>	<u>Vacation</u>
less than 1 year	none
1 year but less than 8 years	80 hours
8 years but less than 15 years	120 hours
15 years but less than 23 years	160 hours
23 years or more	200 hours

22.2 Part-time employees shall earn vacation leave in proportion to the number of hours per week assigned based upon the above scale.

22.3 Vacation is credited each bi-weekly pay period at the following rates:

<u>Annual Vacation Entitled To</u>	<u>Credit for Pay Period</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

22.4 Vacation shall be scheduled by seniority for those employees submitting their requests before March 1 of each calendar year. After March 1 of each calendar year (including vacation between January 1 and the last day of February), vacations shall be scheduled on a first come first served-basis. Within ten days after March 1 of each calendar year, the Director shall post a master vacation schedule, indicating the vacation requests that have been scheduled up to

that time. All vacation requests, whether made before or after March 1 of each calendar year, shall be approved only if the Director determines workload requirements can be fulfilled.

22.5 Vacation requests shall be made at least five (5) days in advance of the dates requested, except that if the vacation requested is for less than five (5) days, the advance notice must be at least as long as the vacation time requested. The Employer may, at its discretion, grant a vacation request with less than twenty-four (24) hours notice in emergency circumstances. All other requests shall be granted at the Employer's discretion based on operational demand. The Employer shall respond to the vacation requests within two (2) working days after it is submitted. Adjustments to the vacation request will be made in accordance with the workload requirements as determined by the Employer. An employee wishing to change his scheduled vacation shall give the Employer two weeks advance notice. If the employee requests his vacation by September 1 and the Employer denies his vacation request, he shall be allowed to cash in the denied vacation days if those days exceed the maximum limit of three years unused vacation time, as outlined under section 22.6.

22.6 Employees may accumulate unused vacation time up to a maximum of three (3) years accrued time. Employees shall forfeit their right to take or to be paid for any vacation leave or credit which is in excess of the accrual for three years. Such excess leave shall be eliminated from the employee's leave balance.

22.7 Days specified as holidays in Article 21 shall not be charged to an employee's vacation leave.

22.8 An employee is entitled to compensation, at his/her current rate of pay, for the pro rata portion of any earned but unused vacation leave for the current year to his/her credit at time of separation and, in addition, shall be compensated for any unused vacation leave to his/her credit for the three years immediately preceding the separation date of employment.

22.9 If an employee, while on vacation contracts an illness or injury, or experiences a death in the family, which would warrant paid sick leave had the member been at work, such employee shall, upon showing proper evidence acceptable to the Employer, be allowed to charge such absence to sick leave rather than to vacation leave. In order to change an absence to sick leave, the employee must follow the notification timelines and procedures contained in Article 26 – Sick Leave. A failure to do so will result in the request being denied, and the employee will remain on vacation status during the period in question.

22.10 In the case of the death of a county employee, the unused vacation leave to the credit of any such employee shall be paid in accordance with Section 2113.04 of the Revised Code, or to his estate.

Article 23

DISABILITY LEAVE

23.1 Upon written request to the Employer, a physically or mentally incapacitated employee who has completed his original probation period specified in Article 16 of this Agreement, may be granted a disability leave for a period not to exceed one (1) year if such incapacitation continues beyond the time covered by the employee's accumulated sick leave, provided the employee furnishes satisfactory medical proof of such incapacitation along with his written request, and the employee is hospitalized, institutionalized, or convalescing and such convalescence is authorized or directed by a physician who treated or consulted with the employee.

23.2 Disability leave, if granted upon request, shall commence on the day following expiration of an employee's accumulated sick leave and shall extend for a period not to exceed one (1) year thereafter.

23.3 An employee on disability leave shall not be permitted to return to work until the Employer is furnished a statement by a physician stating that the employee is capable of performing the duties of his position.

23.4 All disability leave shall be without pay.

23.5 Disability leave is not granted automatically upon expiration of an employee's accumulated sick leave, and it shall be the employee's responsibility to request a disability leave, except as provided below.

23.6 If an employee is found by a licensed physician to be physically or mentally incapable of performing the duties of his position, the Employer, in the absence of a request for disability leave, may place the employee on disability leave for a period not to exceed one (1) year following expiration of the employee's accumulated sick leave.

23.7 An employee who is still disabled after one (1) year shall be separated.

23.8 Notwithstanding anything to the contrary in Article 13, when an employee goes on disability leave, the Employer has the right to post and fill the vacated position. If and when the employee returns to work, he/she may be placed into an equivalent position (without posting of that position), or the Employer may conduct a layoff.

Article 24

MILITARY LEAVE

24.1 Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for

such time as they are in the military service on field training or active duty for periods not to exceed a total of thirty-one (31) calendar days in any one calendar year.

24.2 The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment may be made in any one calendar year under this provision is one hundred seventy-six (176) hours.

24.3 Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

Article 25

PROFESSIONAL LEAVE

25.1 Each regular employee shall be entitled to two (2) paid days of professional leave each contract year, except as indicated in Section 25.2 below. An employee desiring his/her professional leave for a particular day should request the approval of the Employer in advance if practicable. Professional leave must be used for a minimum of two (2) hours each time it is used, unless the employee has less than two (2) hours left in which case the remaining balance can be taken.

25.2 Professional leave is pro-rated based on the percentage of the contract year the employee works. An employee who leaves the DJFS during the contract year, other than by layoff, will reimburse the DJFS for any leave taken in excess of the pro-rated amount.

Article 26

SICK LEAVE

26.1 Sick Leave Accumulation. Each employee shall earn sick leave at the rate of three and four-tenths (3.4) hours for each eighty (80) hours in active pay status.

26.2 Charging of Sick Leave. Sick leave shall be charged in one-quarter (1/4) of an hour increments. Sick leave payment shall not exceed the normal scheduled work day.

26.3 Uses of Sick Leave.

(a) Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

(i) Illness or injury of the employee or a member of his immediate family, which requires the presence of the employee.

(ii) Death of a member of his immediate family (sick leave usage limited to a maximum of five (5) working days as per Article 27).

(iii) Medical, dental or optical examinations or treatment of the employee or a member of his immediate family, which requires the employee's presence.

(iv) If a member of the immediate family is afflicted with a contagious disease and requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.

(v) Pregnancy and/or childbirth and conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during the post-natal period if the employee's presence is required.

(vi) Sick leave cannot be used after a member of the employee's immediate family gives birth to a child unless the employee's presence is required pursuant to (v) above, or unless the employee's immediate family member has an illness or injury in the post-natal period which requires the presence of the employee. Assisting immediate family members with child care after a birth is not a justification for use of sick leave under the Agreement.

(b) Employees on sick leave are expected to be recovering from their illness. Employees shall not conduct their personal or social affairs while on sick leave (during work time).

(c) Definition of immediate family: grandparents; brother; sister; father; mother; spouse; child; foster child; stepchild; grandchild; a legal guardian or other person who stands in place of a parent (loco parentis).

26.4 Evidence Required for Sick Leave Usage. The employee shall furnish the Employer a standard written signed statement to justify the use of sick leave. The payment of sick leave is contingent upon the approval of such statement by the Employer. Falsification of either a written signed statement or physician's certificate shall be grounds for disciplinary action, including dismissal.

26.5 Notification by Employee. When an employee is unable to report to work, he shall, unless he has made other reporting arrangements with his immediate supervisor, notify his immediate supervisor or other designated person between 7:30 a.m. – 8:00 a.m., if possible, but in any event no later than 8:00 a.m. on each day of absence. In emergency circumstances, the supervisor may waive this notification provision, or the requirement that the employee call in personally.

26.6 Abuse of Sick Leave. If an employee fails to comply with sick leave rules and regulations, his application for sick leave shall be denied, and he shall not be paid for his absence.

26.7 Physician Statement. If medical attention is sought, or if the employee is absent for three or more consecutive days, the employee may be required to furnish a statement from a licensed physician notifying the Employer that the employee was unable to perform his duties. If a physician statement is required due to an absence of three or more consecutive days, a prescription written during the period of absence will suffice. Where sick leave is required to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill person, or in the case of childbirth and other conditions related thereto during the post-natal period, that the presence of the employee is necessary to care for the employee's wife and family.

26.8 Physical Examination. The Employer may require at any time that an employee submit to a physical examination given by a physician selected and paid for by the Employer. If the results of said examination are not satisfactory to the employee, said employee may choose a second doctor for his/her opinion. Second opinion shall be paid for by the employee. If the two doctors' reports conflict, both doctors shall choose a third physician to conduct an examination, which decision shall be final as to the employee's health. The cost of the third doctor shall be equally shared by both parties.

If found not qualified, the employee may be placed on sick leave, disability leave, or after one (1) year, disability separation. Examination will be requested for just cause.

26.9 Expiration of Sick Leave. If illness or disability continues beyond the time covered by accumulated sick leave, the employee shall be granted a disability leave not to exceed the period of disability in accordance with Article 23 of this Agreement, or after one (1) year, shall be placed on disability separation.

26.10 Medical information about work-related injuries or illnesses shall be made available to the Employer upon request.

26.11 Transfer of Sick Leave From Previous Employment. When first employed by the DJFS, an employee will be credited with accumulated sick leave from previous employment with the State of Ohio or any Ohio county.

26.12 Suspected Abuse. Employees who have used more sick leave in the current calendar year than the DJFS average for the previous year will be evaluated by the Employer for potential abuse of sick leave. The Employer will use an intervention program for those employees who are suspected of abuse.

Lengthy absences due to serious illness, such as those covered by the FMLA or ADA, and scheduled doctor's appointments, shall not be considered as potential abuse.

Employees who are considered by the Employer to be potential abusers shall be entered into the intervention program. Intervention may include counseling with the employee's supervisor,

requirement of a doctor's note for all use of sick leave for a specified period of time, meeting with the Assistant Director after absences, and progressive discipline.

26.13 Sick Leave Non-Usage Incentive. For each six-month period (pay periods 1-13 and 14-26) that an employee uses no sick leave, the employee will receive a \$200.00 incentive payment.

26.14 Medical Appointments. The Employer and the Union agree that the amount of sick leave time to be granted for doctors appointments shall be the amount of time spent in the doctor's office, in addition to the amount of travel time to and from the doctor's office (from home or from the DJFS, whichever is appropriate). If an employee desires to take additional time off before or after the appointment, he/she may use personal leave for such purposes.

26.15 Transportation to Medical Appointments. Personal leave, professional leave, comp time, or vacation may be used to transport adult (18 or older) immediate family members to medical appointments. Sick leave may be used to transport adult immediate family members to medical appointments where the presence of the employee is required for medical reasons.

26.16 Day of Surgery. Sick leave may be taken for the time required to drive an employee's spouse, child, parent, sibling, grandparent or grandchild to/from a hospital plus the time spent at a hospital on the day of inpatient/outpatient surgery or anytime in an ICU. Verification may be required.

26.17 Day of Hospital Admission. Sick leave may be taken for the time needed to drive an employee's spouse, child or parent to/from a hospital plus the time spent at a hospital on the day of admission. Verification may be required.

Article 27

BEREAVEMENT AND FUNERAL LEAVE

27.1 Upon the approval of the Employer, each employee is entitled to take up to three (3) consecutive paid bereavement leave days to grieve the loss of his/her spouse or person residing in the same household in a spousal-type relationship with the employee, parents, children, siblings, grandparents and grandchildren. Such leave shall not be counted against sick leave. Employees who use bereavement leave pursuant to this section are also eligible for two (2) days of sick leave, for a total of five (5) days off.

27.2 Upon the approval of the Employer, each employee is entitled to use up to five (5) days of sick leave to make arrangements and to attend the service and funeral of his/her brother/sister-in-law, daughter/son-in-law, father/mother-in-law, step-father/mother, step-child, foster child or legal guardian or other person who stands in place of a parent (loco parentis).

27.3 Upon the approval of the Employer, in the event of the death of a relative other than a member of the immediate family the employee shall be entitled to use up to one (1) day of sick leave to attend a funeral within the State of Ohio, and up to two (2) days of sick leave to

attend a funeral outside the State. Such leave shall be used for weekday funerals only, unless travel is required on a weekday. The Employer may authorize additional time in individual cases.

27.4 The use of sick leave pursuant to Section 27.3 of this Article is only for the purpose of attending services and the funeral, and will be granted only for the number of days necessary for such attendance. Employees wishing to take additional time off may request personal leave or vacation leave.

Article 28

PERSONAL LEAVE

28.1 Each regular full-time and part-time employee shall be entitled to three (3) paid personal days per contract year, except as indicated in Section 28.2 below. An employee requesting a personal leave day must request the approval of the Employer for a particular day off. The requirement for advance notice may be waived by the Employer under emergency circumstances.

28.2 Personal leave is pro-rated based on the percentage of the contract year the employee works. An employee who leaves the DJFS during the contract year, other than by layoff, will reimburse the DJFS for any leave taken in excess of the pro-rated amount.

28.3 Unused personal leave will be converted to that employee's sick leave balance at the end of each contract year.

Article 29

LEAVE WITHOUT PAY

29.1 Employees may be granted leaves of absence without pay as provided in this Article. Such leave may only be taken when approved in advance by the Employer.

29.2 A leave of absence without pay shall be requested and authorized on a form designated by the Employer. Each employee who has completed two (2) years of continuous service may request a leave of absence without pay up to one year for personal reasons.

29.3 Upon completion of a leave of absence, the employee is to be returned to the classification formerly occupied, or to a similar classification if the employee's former classification no longer exists. If no similar classification exists, the employee may be laid off. Any replacement in the position while an employee is on leave is to be on a "temporary" basis. An employee may contact the Employer prior to the expiration of said leave and be granted a reasonable extension for a justifiable cause, upon approval by the Employer.

29.4 An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence and does not submit a resignation, the employee will be considered "absent without leave" and shall be subject to immediate termination.

29.5 An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation or longevity eligibility.

29.6 If a leave of absence is granted for a specific purpose and it is found the leave is not actually being used for such purpose, the appointing authority may cancel the leave and direct the employee to report for work by giving a written notice to the employee. An employee shall not be granted a leave for purposes of securing employment with another Employer.

29.7 Employees pay their own insurance benefits while on unpaid leave for any reason, other than Family and Medical Leave Act leave.

29.8 Notwithstanding anything to the contrary in the above provisions of this Article or in any other Article of this Agreement, the Employer and the employees shall each have all their respective rights and obligations under the Family and Medical Leave Act of 1993, provided that, except as otherwise mandated by that Act, any leave thereunder shall not be in addition to any leave set forth herein or otherwise required by law.

Article 30

ACADEMIC EDUCATION LEAVE

30.1 Upon written request to the Employer, an employee having two (2) or more years of continuous service may be granted an academic education leave without pay to pursue completion of a course of study in a field relating to the employee's current or prospective duties with the Employer.

30.2 Academic education leave may be granted only if the Employer deems such leave to be in its best interest, and no such leave shall exceed a period of six (6) months. Such leave may be extended by the Employer, however, in six (6) month periods up to a total of two (2) years' leave.

30.3 It shall be the sole responsibility of an employee on academic leave to pay all costs and expenses incurred in furtherance of his academic education.

30.4 An employee's written request for academic education leave shall include:

- (a) The name and location of the academic institution to be attended;
- (b) The course of study to be pursued;

(c) The approximate completion date of the course of study; and

(d) A brief statement indicating how the course of study relates to the employee's current or prospective duties with the Employer.

30.5 An employee's written request for academic education leave must be submitted to the Employer not less than ninety (90) days prior to commencement of the desired leave so that the Employer's various functions may proceed properly.

30.6 An employee on academic education leave does not earn sick leave or vacation credit. However, the time spent on authorized academic education leave is to be counted in determining length of service for purposes of extended vacation eligibility.

30.7 If it is found that an academic education leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving a written notice to the employee.

30.8 An employee who fails to return to work from an academic leave forfeits all accumulated benefits and seniority.

Article 31

INCLEMENT WEATHER

31.1 Employees shall make every effort to report to work. However, when an employee is unable to report to work because of hazardous weather conditions, the employee shall contact his immediate supervisor or department head, and the Employer may allow the employee to designate his absence as a vacation day, personal day or comp day.

31.2 When the Employer, due to inclement weather, either closes the office or releases employees prior to the conclusion of their work day, those employees not required to work by the Employer shall receive their usual daily rate of pay. Employees shall not be charged leave for time the DJFS is closed due to inclement weather.

Article 32

MATERNITY LEAVE

32.1 Upon request to the Employer, a female employee may be granted a leave of absence without pay in the event of pregnancy, childbirth and/or other related medical conditions, by submitting such request in writing to the Director. The female employee may use any or all of her accrued sick leave and vacation leave for maternity purposes prior to going on maternity leave. Each female employee who requests such leave must submit a physician's certificate stating the probable period for which she will be unable to perform her duties. The

judgment of the employee's physician and the approval of the Employer will determine the length of time before delivery that an employee can work.

32.2 The maternity leave will end at the time certified by the employee's physician but not to exceed six (6) months after the date of childbirth.

32.3 If the Employer has reason to believe the employee's pregnancy is inhibiting the usual performance of duties, the Employer may order in writing that the employee begin sick leave, vacation leave, or maternity leave at an earlier date than that selected by the employee.

32.4 Each employee may be entitled to receive thirty (30) days of unpaid maternal/paternal leave, unrelated to illness resulting from pregnancy or childbirth, and for which no doctor's excuse is necessary. The Director approves all unpaid maternal/paternal leaves.

32.5 Only one of two spouses is allowed time off at one time for maternal/paternal leave.

Article 33

UNION LEAVE

33.1 A leave of absence without pay shall be granted to the duly elected Union delegates or alternates to the annual conventions of the Union Council and the biennial conventions of the American Federation of State, County and Municipal Employees, AFL-CIO, for the purpose of participation in such conventions. The number of employees granted such leave shall not exceed two (2) per convention. The total leave of all such employees attending such conventions shall not exceed ten (10) days total per year.

33.2 A leave of absence without pay shall be granted to Union officers to participate in union activities outside of the Knox DJFS. A total of three (3) days per contract year may be used for such leave. Leave must be taken in full day increments, and only one person at a time may be on such leave. Notification of intent to take such leave must be provided to the Employer at least 10 working days in advance, if possible.

Article 34

JURY AND WITNESS DUTY

34.1 An employee called for jury duty by a federal or state court or a political subdivision or subpoenaed to testify on a job-related matter before a court of law or administrative board or agency shall be granted a leave of absence for the period of jury service or witness service and will be compensated at his regular rate of pay, unless he elects to keep the jury duty or witness pay. To be compensated at the regular rate of pay, the employee should

waive payment from the Court, or void any check received from the Court and give it to the Auditor's Office.

34.2 To be eligible for jury duty pay or witness pay, an employee shall notify his supervisor in advance. The employee shall submit to the Employer a certificate showing evidence that he appeared and served as mentioned above to receive pay for same.

34.3 If the employee is released from jury duty or witness duty prior to the end of the work day, the employee shall return to work.

34.4 An employee shall not receive pay under this Article for a case in which he is a party, unless he is a defendant in an action that arises out of the performance of his job duties.

Article 35

CATASTROPHIC SICK LEAVE DONATION PROGRAM

35.1 A catastrophic sick leave donation program is established to assist employees who are placed on a leave of absence due to an accident or long-term illness not job related, and who will exhaust all other available paid leave. This program neither supersedes nor replaces other disability programs.

35.2 The catastrophic sick leave donation program can be utilized only if all of the following conditions are met:

- (a) The Director determines that the injury or long-term illness is catastrophic.
- (b) A doctor approved by the Employer certifies that a long-term medical injury or illness exists.
- (c) The injury or long-term illness must require the employee to take at least 30 days off.
- (d) The employee must have worked for the Employer at least one year.
- (e) The employee shall not have been disciplined for sick leave abuse.
- (f) Prior to receiving a sick leave donation, the employee must have exhausted all paid time off, including sick leave, compensatory time, and vacation time.
- (g) All sick leave donations are voluntary.
- (h) Unless otherwise approved by Director, each employee may donate up to 8 hours total sick leave per catastrophe.
- (i) The sick leave donated is paid at the lower of the two rates earned by the employees.

- (j) An employee who receives sick leave donations is not eligible to receive additional sick leave donations for five (5) years from the date the employee last received a sick leave donation, at which time eligibility is reinstated.

35.3 When the Employer is made aware of an employee's need for sick leave donations, it shall post a notice informing the employees of the particular employee's need for assistance. This notice shall be posted for 14 days. After such 14-day period, no further donations shall be accepted.

Article 36

INSURANCE

36.1 Employees will be eligible to participate in any health insurance plan(s) that are offered to County employees generally through the Knox County Commissioners. The terms, conditions and costs of the plan(s) will be determined by the County. Employees who take family coverage shall contribute twenty percent (20%) of the monthly premiums (which includes all assessments). Employees who take single coverage shall contribute fifteen percent (15%) of the monthly premiums (which includes all assessments). Employee premium contributions shall be made via payroll deduction.

36.2 The Employer will provide secondary reimbursement of up to one hundred dollars (\$100.00) per year for employees who get a physical examination from an M.D. Appropriate documentation must be provided by the employee. The reimbursement will only cover costs that no other insurance will cover.

36.3 In the event that insurance cost increases (including both premiums and any assessments) total more than fifteen percent (15%) in any one year, either party may reopen this Agreement and renegotiate the insurance article. Such reopener shall begin upon written notice by either party, which may be given any time following receipt of notice of an increase meeting the 15% threshold. Unless the parties reach an alternate arrangement in the reopener negotiations, Section 36.1 will control for premiums and any assessments.

Article 37

HEALTH AND WELFARE

37.1 The Employer agrees to provide Vision, Dental and Hearing insurance to each employee through AFSCME Health and Welfare. The Employer's payment for such coverage shall not exceed the sum of Seventy-eight dollars and twenty-five cents (\$78.25) per employee per month during the life of this Agreement. The benefits and costs of the coverage are as follows:

1. Vision Care 1 \$6.75
2. Dental 3 \$56.00
3. Hearing Aid \$0.50
4. Prescription Drug \$15.00

All employees must participate in this program in order for the benefit to be effective.

37.2 AFSCME agrees to furnish the County Auditor a monthly billing in order for the Seventy-eight dollars and twenty-five cents (\$78.25) per person to be paid to the AFSCME Health and Welfare Fund each month.

Article 38

MILEAGE AND LIABILITY INSURANCE

38.1 When the Employer requires an employee to use his/her private vehicle for actual business travel the Employer shall reimburse the employee at the rate paid to employees working for the State of Ohio.

38.2 All employees that are reimbursed for mileage must maintain adequate personal liability insurance in accordance with the County's insurance carrier's (CORSA) policies.

Article 39

PERS PICKUP

39.1 The Employer shall pick up contributions to the Public Employees Retirement System paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions:

(a) The amount to be "picked-up" on behalf of each employee shall be the statutorily mandated percentage of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to that "picked-up" by the Employer for the purpose of City, State, and Federal tax.

(b) The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

(c) The Employer shall issue an order to the Auditor to commence picking up the employees' contribution effective the first full pay period following the execution of this Agreement.

(d) The parties agree that should the rules and regulations of the IRS or Retirement System change making this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/Employer contributions.

Article 40

WAGES

40.1 The wages of all employees shall be paid in accordance with the schedule contained in Appendix C.

40.2 Part-time employees (less than forty (40) hours per week) shall be compensated on an hourly basis for time worked, at the rates contained in Appendix C.

40.3 Beginning on the first day of the pay period within which an employee completes the prescribed probation period in his/her classification, the employee will move to the next higher step within the pay range for that classification.

40.4 Starting with the date the salary adjustment for completion of the probation period was granted, the employee will annually thereafter be advanced to the next higher step until the maximum step in his/her pay range is reached.

Article 41

LONGEVITY

41.1 Beginning on the first day of the pay period within which an employee completes five (5) years of total service with the Employer, the State of Ohio or any Ohio county, he shall receive an automatic salary adjustment equivalent to two and one-half percent (2.5%) of the classification salary base, to the nearest whole cent. He shall receive thereafter an annual adjustment equivalent to one-half of one percent (.5%) of his classification salary base, to the nearest whole cent, for each additional year of qualified employment until a maximum of fourteen percent (14%) of his salary base is reached. The length of service used to calculate longevity adjustments shall not be affected by promotion, demotion, or other changes in classification held by the employee, nor by any change in pay range for his class. Time spent on paid authorized leave of absence shall be counted for this purpose.

41.2 The calculation of years of service contained in Section 41.1 applies to individuals who were employed by the Employer on or after July 1, 1994. Individuals employed by the Employer prior to July 1, 1994 shall maintain the years of service they have already been credited with.

Article 42

SEVERANCE PAY

42.1 Upon retirement, with completion of ten (10) years or more of service with the Employer, accumulated unused sick leave credit can be converted to a cash payment. Qualifying employees will be paid in cash for one-fourth (1/4) of the value of their accrued but unused sick leave up to a maximum of 240 hours. The amount will be calculated based on the employee's rate of pay at the time of retirement.

Payment for sick leave credit will eliminate all accrued sick leave earned by the employee up to the time of conversion.

Article 43

TEMPORARY WORKING LEVEL ASSIGNMENTS

43.1 When an employee is temporarily assigned by the Employer to a higher classification for a period of fourteen (14) or more calendar days, the employee shall receive that rate of pay provided for such higher classification commencing upon the first working day of such temporary working assignment.

Article 44

MEALS AND LODGING

44.1 When the Employer authorizes an employee to travel on business for a full day and when overnight lodging is authorized, the Employer shall provide Forty-five Dollars (\$45.00) per day for meals (receipts not required) and shall reimburse the amount authorized on the travel form for lodging, unless the County tells the employee where to stay, in which case the County shall pay the entire amount for lodging. The meal allowance will be reimbursed even if the Employer is not required to pay for lodging. Any customary parking expenses shall be paid upon provision of a receipt.

44.2 If an employee is out of the county during the lunchtime hours (11:30 a.m. – 1:30 p.m.), the Employer will reimburse the employee (receipt required) the lesser of \$12.00 or the actual cost of the meal, which includes up to a 15% tip.

Article 45

LICENSES OR A DEGREE

45.1 Employees shall receive the following annual stipend for licenses and degrees.

- (a) LSW, LISW, LPC or LPCC certification - 20 cents per hour

- (b) Master's Degree – 17.5 cents per hour
- (c) Bachelor's Degree - 15 cents per hour
- (d) Associate's Degree – 07.5 cents per hour

45.2 All licenses and degrees must be job related. The Director has final approval over what is considered job related. License fee is not included in payments for Bachelor's or Master's Degrees. Each employee is only eligible for one annual bonus, regardless of the number of certifications or degrees held. An employee in new hire probation status will not receive the hourly stipend until and unless their probation period is successfully completed.

Article 46

HEALTH AND SAFETY

46.1 Safety must be a prime concern and responsibility of both parties. The Employer and the Union shall discuss safety-related matters as needed at the regularly scheduled labor/management meetings. Special labor/management safety meetings may be called, if necessary.

Article 47

MISCELLANEOUS

47.1 No employee shall be required to evaluate any other employee at the DJFS.

47.2 The Union shall be provided a table of organization for all employees.

47.3 No Union clothing or other Union identifying material shall be worn by employees during work hours.

47.4 The union may request the Director to grant time off for certain individuals for union steward training. When making such request the union shall include the specific date and hours the training is to be conducted, the specific individuals to be involved in the training, and a description of the training that would be taking place. If the Director approves the request, one-half of the total training time approved may be spent during the employee's work hours, as long as the other half of the training period is spent either during the employee's non-work hours or on approved leave.

Article 48

PAYROLL DEDUCTIONS

48.1 Payroll deductions, including the PEOPLE deduction, can be made upon approval of the County Auditor.

Article 49

DRUG TESTING

49.1 The Employer is committed to assist employees who admit to alcoholism and drug addiction. The Director shall identify employees who are on duty (lunch and breaks), in a condition unfit for the safe and efficient performance of their job due to impairment by alcohol or controlled substances. Such employees are required to submit to urinalysis (and confirmatory blood testing). The Employer believes this program is necessary in order to eliminate the abuse problem, and to assist and to protect all employees and the public.

49.2 The Union also recognizes the need to address problems associated with having impaired individuals in the work force. The Union is further concerned that a testing program does not infringe on employees' privacy or other constitutionally guaranteed rights, and that any testing or discipline which is implemented is neither arbitrary, discriminatory nor excessive. The Employer shares these concerns.

49.3 The Employer and the Union have a mutual obligation to protect the work force and the public from the actions of employees impaired by alcohol, drugs or controlled substances. The Employer and the Union, therefore, have agreed to common elements that will shape and guide the parties' commitment to provide a drug/alcohol-free workplace.

49.4 The drug-free workplace policy shall be developed, implemented and administered by the Employer.

49.5 The Director, department head, or supervisor may order any employee to undergo a drug screening test (urine samples and confirmatory blood test) whenever there is reasonable suspicion to believe an employee has used or is under the influence of illicit drugs or controlled substances while on duty (lunch and breaks). Reasonable suspicion must be based upon specific facts and reasonable inferences drawn from those facts indicating that a particular employee in question has used or is under the influence of illicit drugs or controlled substances. At least one witness shall observe the employee's behavior.

49.6 The Director, department head, or supervisor may order any employee to undergo an alcohol screening test (urine samples and confirmatory blood tests) whenever there is reasonable suspicion to believe an employee has used or is under the influence of alcohol during his regular scheduled work time (lunch and breaks). Reasonable suspicion must be based upon specific facts and reasonable inferences drawn from those facts indicating that a particular

employee in question has used or is under the influence of alcohol on the job. At least one witness shall observe the employee's behavior.

49.7 Employees shall have the right to consult with a Union representative. The Union is entitled to a copy of the written documentation, and a Union representative may accompany the employee to the drug test site.

49.8 No employee will be tested against his will. An employee who refuses to submit to a properly ordered drug test may be subject to disciplinary charges for insubordination.

49.9 If the tests are positive, indicating that the employee has used illicit drugs or controlled substances or is under the influence of alcohol, the Employer shall order the employee to undergo a confirmatory test. The Employer may also suspend the employee without a loss of pay before the time the confirmatory test results are complete. Confirmatory test results shall be made by a certified medical laboratory.

49.10 An employee has the right to submit information to explain the reason(s) for a positive test. An employee also has the right to request and pay for a confirmatory test of the original sample at the employee's own expense within five (5) working days after notice of the positive test result.

49.11 Reasonable chain of custody procedures will be utilized.

49.12 If the screening test and confirmatory test are positive, the Employer may discipline the employee up to and including discharge. An employee who notifies the Employer that he is an addict or an alcoholic before he is identified as having been under the influence of drugs, alcohol or other controlled substances, shall be required to participate in a rehabilitation or detoxification program for up to six (6) months. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, personal days or compensatory time while he participates in a rehabilitation or detoxification program. If no such leave credits are available, such employee will be placed on a leave of absence without pay for the period of rehabilitation or detoxification program. Upon completion of such program if a retest demonstrates that the employee is no longer using drugs or alcohol, the employee shall return to an available position for which he is qualified. Such employee may be subject to periodic retesting for drugs and alcohol upon his return to his position for a period of one (1) year.

49.13 If an employee: (1) refuses to take a screening or confirmatory test or to undergo rehabilitation or detoxification; (2) fails to complete a program of rehabilitation or detoxification; (3) tests positive at any time within one (1) year after his return to work upon completion of a program of rehabilitation or detoxification; or (4) for other good cause, such employee shall be subject to disciplinary action up to and including discharge.

49.14 All test results and actions taken under or pursuant to this Article shall be kept confidential in accordance with state and federal law.

49.15 The Employer shall pay for all drug and alcohol screening and confirmatory tests.

49.16 The Employer shall educate employees, supervisors and managers regarding all elements of the drug-free workplace policy, and the various procedures involved.

Article 50

TUITION REIMBURSEMENT AND RELEASE TIME

50.1 Eligibility.

(a) Applicants must have worked for the DJFS one continuous year and be full time employees.

(b) Applicants must have scored 50 or above in the two most recent DJFS performance evaluations.

(c) Only job-related courses are authorized. Courses must be with an accredited college in Ohio. Courses must be part of a college curriculum. Courses given by tutors or through correspondence are inapplicable.

(d) To be eligible for 100% tuition reimbursement, the employee must earn a grade of A or B. To be eligible for 75% reimbursement the employee must earn a grade of C. Grades below C are not eligible for reimbursement. A grade of "Pass" will be reimbursed at 100%, but only if the course is only offered on a pass/fail basis.

(e) The maximum number of credit hours per quarter, semester, or trimester for which an employee is eligible for reimbursement is limited to the time off allowed for course work by the Director.

(f) Employees who receive tuition reimbursement must remain with the DJFS for at least one year following receipt of the reimbursement. An employee who receives tuition reimbursement and voluntarily resigns within the one-year period must pay a pro rata reimbursement to the Employer based on the percentage of a year that the employee stayed with the DJFS following the tuition reimbursement.

50.2 Application Process.

(a) The employee shall secure the KCDJFS A08 application form from the Director. One completed form for each course shall be submitted to the Director at least 30 days before the class begins.

(b) The Director and the employee shall discuss the employee's short range academic and job objectives; long range career goals; and management of the employee's work load while he is on the RT/TR program.

(c) The Director shall review the application and make the final decision as to approval or disapproval. If the application is disapproved, the reason will be provided.

(d) Applications will be considered on a first come first served basis.

(e) Employees will be expected to maintain their assigned work load while on RT/TR.

(f) The Director reserves the right, depending upon availability of funds or shortages in agency work force, to suspend or restrict RT/TR by eliminating the programs completely; reducing the number of credit hours that may be reimbursed; selecting employees whose learning needs are most critical to the agency; or setting an official, uniformly applied percentage figure as to the amount of tuition for which the agency is responsible.

(g) The RT/TR programs apply to all full time employees (and current regular part-time employees) of the KCDJFS only. Funding ceilings, however, may necessitate whether an employee is able to be approved for RT/TR. If an employee is denied due to a lack of funding of a particular ceiling, he will be placed on a waiting list and approved when such ceiling is increased to accommodate TR, so long as all other eligibility criteria are met.

50.3 Definitions.

(a) Release Time - Release time is time off from the job with pay for an employee to attend an accredited educational institution. The amount of time off is approved by the Director.

(b) Tuition Reimbursement - Tuition reimbursement is an educational program that allows an approved applicant to be reimbursed for tuition costs connected to an eligible course of study, provided a "C" grade or "pass" has been achieved.

Article 51

PERFORMANCE EVALUATIONS

51.1 A documented performance evaluation serves as a basis for important personnel management decisions such as job assignment, training needs, promotion, and retention of an employee. The supervisor conducts a performance evaluation to measure the level of job performance and to provide the employee with constructive feedback concerning job performance.

51.2 New hires will be evaluated at the mid-point and immediately prior to the completion of their probation period. The second probation evaluation shall be completed and sent through the chain of command for all signatures prior to the completion of the probation period with notation made to either retain or remove the said employee. After successful completion of the probation period, the employee will be evaluated approximately one year from the date they completed their probation period and each year thereafter.

51.3 The employee's supervisor will provide employees with a self-evaluation form for them to complete the numerical ratings for 10 areas. It is required that the employee add their

written comments to the numerical and summary self-evaluation portion to indicate their strong or weak points, growth during the term, and needs for the future. The supervisor will arrange a meeting with the employee to discuss the performance evaluation. At that time, the supervisor will point out areas of strength and areas that may need improvement. The employee will be required to sign the performance evaluation after discussion with their supervisor. Their signature does not necessarily denote agreement with its comments; only that they have been made aware of its existence and that it has been discussed with them. The personnel office will provide the employee with a copy of their performance evaluation after all signatures have been obtained.

Article 52

IMPASSE PROCEDURES

52.1 After negotiations have begun, either party may request that an impartial mediator be appointed. The mediator may be selected by agreement between the parties. If agreement on the mediator is not reached within five (5) days after the call for mediation, the Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to appoint a mediator, and the selection shall be in accordance with FMCS rules.

52.2 The mediator shall have the right to hold meetings with the negotiating teams in seeking to effect a resolution to the disagreement(s) in accordance with the rules and regulations of the FMCS. Mediation shall continue until the mediator, after consultation with the parties, determines that ultimate impasse has been reached.

52.3 Pursuant to Sections 4117.14(C)(1) and 4117.14(E) of the Revised Code, the parties have established this mutually agreed upon dispute resolution procedure which supersedes the procedures listed in Section 4117.14(C) (2) - (6) and any other statutory procedures to the contrary. This Article does not diminish or preclude the Association rights under Section 4117.14(D)(2), provided the procedures herein have been followed.

Article 53

EMERGENCY RESPONSE REQUIREMENT

53.1 Employees in Emergency Services Classifications (those positions in Group I and Group IV of the Layoff and Recall Article) shall respond to emergency calls within one (1) hour of the initial personal contact, to the extent possible.

Article 54

CONTRACT SUPERSEDES OHIO CIVIL SERVICE LAW

54.1 Except as expressly otherwise provided for in this Agreement, no section of the Civil Service laws contained in Revised Code Chapter 124 shall apply to employees. It is

expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees.

54.2 The wages, hours, terms and other conditions of employment in this Agreement supersede any related Ohio laws, including all specifications under those laws. Specifications under related Ohio laws that are not specifically written into this Agreement shall not append its terms. Except where this Agreement has superseded Ohio laws, (including all specifications under those laws as noted above), terms and conditions not included in this Agreement remain governed by state and federal law.

54.3 DAS Reporting. The parties agree that the Employer is not required to submit to the Department of Administrative Services (“DAS”) paperwork reporting personnel changes.

Article 55

SEVERABILITY

55.1 Should any part of this Agreement or any provision contained herein be declared invalid by operation of law or by any tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of a part or provision of this Agreement shall not invalidate the remaining portions and they shall remain in full force and effect.

55.2 If any such provision is invalidated, the parties will meet within sixty (60) days to discuss and/or negotiate a new provision.

Article 56

DURATION OF AGREEMENT

56.1 This Agreement shall be effective July 1, 2014 and shall continue in full force and effect through midnight, June 30, 2017. The Employer's obligations under this Agreement end with the expiration of the contract, unless mutually extended in writing. This section, however, supersedes O.A.C. 4117-9-02(E), and thus is effective beyond the expiration of the contract. Notice for negotiations of a successor agreement shall be pursuant to the procedures outlined in this Agreement and Chapter 4117 of the Ohio Revised Code.

56.2 If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) days nor later than sixty (60) days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties may commence negotiations within two (2) calendar weeks following receipt of the notice of intent.

56.3 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and

agreements reached by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters have not been within the knowledge of either/or both parties at the time they negotiated or signed this Agreement. This Agreement constitutes the entire Agreement between the parties, and all other agreements written, oral, or otherwise are hereby canceled.

SIGNATURE PAGE

FOR THE KNOX COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES

Matt Kunt 6/23/14
Date

Date

Date

Date

Date

Randy Bank 6-26-14
DJFS Attorney Date

FOR LOCAL 657 AND OHIO
COUNCIL 8 AFSCME, AFL-CIO

[Signature] 6/23/14
Date

[Signature] 6/23/14
Date

[Signature] 06/23/2014
Date

Mary Jane Pitonik 6/24/14
Date

Date

AFSCME Representative Date

FOR THE KNOX COUNTY
COMMISSIONERS

[Signature] 6/19/14
Date

[Signature] 6/19/14
Date

[Signature] 6/19/14
Date

FOR THE AUDITOR

[Signature] 6/23/14
Date

APPROVED AS TO FORM:

[Signature] 6/17/14
John C. Thatcher Date
Knox County Prosecutor

GRIEVANCE FORM STEP ONE: INFORMAL CONFERENCE

The signatures below indicate that an informal discussion took place on date _____
regarding _____.

Employee Signature

Immediate Supervisor's Signature

Date _____

Date _____

GRIEVANCE APPEAL FORM (To be filed at Step 2)

Name of Employee _____ Grievance No. _____

Grievant

Classification _____

Location of Incident _____

Date and Time Grievance Occurred _____

Date First Discussed _____

Supervisor with Whom Discussed _____

Article(s) and Section(s) of the Agreement Violated _____

Description of incident giving rise to the grievance _____

Relief Requested _____

Employee's Signature

Date

Union Representative/Steward Signature

Date

(If group grievance -- signature of all employees filing grievance should be attached. Above signature shall be the employee who represents the group).

Attach Employer Response(s)

APPENDIX B

CLASSIFICATIONS AND PAY RANGES

<u>CLASSIFICATION</u>	<u>PAY RANGE</u>
Account Clerk 2	26
Child Support Case Manager	27
Clerical Specialist 3	26
Eligibility/Referral Specialist 1	27
Eligibility/Referral Specialist 2	28
Employment Services Counselor	28
Employment Services Interviewer	27
Income Maintenance Aide 2	04
Investigator 2	27
Legal Specialist	27
Maintenance Repair Worker 1	04
Maintenance Repair Worker 2	05
Secretary 1	26
Social Service Aide 1	03
Social Service Worker 1	27
Social Service Worker 2	29
Unit Support Worker 2	05

Bargaining Unit
Effective July 1, 2014

SCHEDULE A
WAGES

Pay Range	Rate Type	STEP						
		1	2	3	4	5	6	7
03	Hourly	11.79	12.21	12.59	13.04	13.48		
	Bi-Weekly	943.20	976.80	1,007.20	1,043.20	1,078.40		
	Annual	24,523	25,397	26,187	27,123	28,038		
04	Hourly	12.38	12.82	13.22	13.70	14.15	14.56	
	Bi-Weekly	990.40	1,025.60	1,057.60	1,096.00	1,132.00	1,164.80	
	Annual	25,750	26,666	27,498	28,496	29,432	30,285	
05	Hourly	13.06	13.48	13.94	14.40	14.74	15.16	
	Bi-Weekly	1,044.80	1,078.40	1,115.20	1,152.00	1,179.20	1,212.80	
	Annual	27,165	28,038	28,995	29,952	30,659	31,536	
06	Hourly	13.70	14.15	14.58	14.95	15.43	15.87	
	Bi-Weekly	1,096.00	1,132.00	1,166.40	1,196.00	1,234.40	1,259.60	
	Annual	28,496	29,432	30,326	31,096	32,094	33,016	
07	Hourly	14.40	14.74	15.17	15.61	16.05	16.51	17.01
	Bi-Weekly	1,152.00	1,179.20	1,213.60	1,248.80	1,284.00	1,320.80	1,360.80
	Annual	29,952	30,659	31,554	32,469	33,384	34,341	35,338

*** The highlighted steps in each pay range are available only to employees hired before July 1, 2003.

Bargaining Unit
Effective July 1, 2014

SCHEDULE B
WAGES

Pay Range	Rate Type	STEP							
		1	2	3	4	5	6	7	8
25	Hourly	12.61	13.06	13.48	13.94	14.40	14.74	15.16	
	Bi-Weekly	1,008.80	1,044.80	1,078.40	1,115.20	1,152.00	1,179.20	1,212.80	
	Annual	26,229	27,165	28,038	28,995	29,952	30,659	31,533	
26	Hourly	13.22	13.70	14.15	14.58	14.95	15.43	15.87	
	Bi-Weekly	1,057.60	1,096.00	1,132.00	1,166.40	1,196.00	1,234.40	1,269.60	
	Annual	27,498	28,496	29,432	30,326	31,096	32,094	33,010	
27	Hourly	13.94	14.40	14.74	15.17	15.66	16.19	16.79	17.27
	Bi-Weekly	1,115.20	1,152.00	1,179.20	1,213.60	1,252.80	1,295.20	1,343.20	1,381.60
	Annual	28,995	29,952	30,659	31,554	32,573	33,675	34,923	36,022
28	Hourly	14.74	15.17	15.66	16.19	16.79	17.41	18.13	18.67
	Bi-Weekly	1,179.20	1,213.60	1,252.80	1,295.20	1,343.20	1,392.80	1,450.40	1,498.60
	Annual	30,659	31,554	32,573	33,675	34,923	36,213	37,710	38,834
29	Hourly	15.66	16.19	16.79	17.41	18.13	18.97	19.85	20.47
	Bi-Weekly	1,252.80	1,295.20	1,343.20	1,392.80	1,450.40	1,517.60	1,588.00	1,637.60
	Annual	32,573	33,675	34,923	36,213	37,710	39,458	41,288	42,573

*** The highlighted steps in each pay range are available only to employees hired before July 1, 2003.

Bargaining Unit
Effective July 1, 2015

SCHEDULE A
WAGES

Pay Range	Rate Type	STEP						
		1	2	3	4	5	6	7
03	Hourly	12.03	12.45	12.84	13.30	13.75		
	Bi-Weekly	962.40	996.00	1,027.20	1,064.00	1,100.00		
	Annual	25,022	25,896	26,707	27,664	28,600		
04	Hourly	12.63	13.08	13.48	13.97	14.43	14.85	
	Bi-Weekly	1,010.40	1,046.40	1,078.40	1,117.60	1,154.40	1,188.00	
	Annual	26,270	27,206	28,038	29,058	30,014	30,888	
05	Hourly	13.32	13.75	14.22	14.69	15.03	15.46	
	Bi-Weekly	1,065.60	1,100.00	1,137.60	1,175.20	1,202.40	1,236.80	
	Annual	27,706	28,600	29,578	30,555	31,262	32,157	
06	Hourly	13.97	14.43	14.87	15.25	15.74	16.19	
	Bi-Weekly	1,117.60	1,154.40	1,189.60	1,220.00	1,259.20	1,295.20	
	Annual	29,058	30,014	30,930	31,720	32,739	33,675	
07	Hourly	14.69	15.05	15.47	15.92	16.37	16.84	17.36
	Bi-Weekly	1,175.20	1,204.00	1,237.60	1,273.60	1,309.60	1,347.20	1,388.00
	Annual	30,555	31,304	32,178	33,114	34,050	35,027	36,088

*** The highlighted steps in each pay range are available only to employees hired before July 1, 2003.

Bargaining Unit
Effective July 1, 2015

SCHEDULE B
WAGES

Pay Range	Rate Type	STEP							
		1	2	3	4	5	6	7	8
25	Hourly	12.86	13.32	13.75	14.22	14.69	15.03	15.46	
	Bi-Weekly	1,028.80	1,065.60	1,100.00	1,137.60	1,175.20	1,202.40	1,236.80	
	Annual	26,749	27,706	28,600	29,578	30,555	31,262	32,157	
26	Hourly	13.48	13.97	14.43	14.87	15.25	15.74	16.19	
	Bi-Weekly	1,078.40	1,117.60	1,154.40	1,189.60	1,220.00	1,259.20	1,295.20	
	Annual	28,038	29,058	30,014	30,930	31,720	32,739	33,675	
27	Hourly	14.22	14.69	15.03	15.47	15.97	16.51	17.13	17.62
	Bi-Weekly	1,137.60	1,175.20	1,202.40	1,237.60	1,277.60	1,320.80	1,370.40	1,409.60
	Annual	29,578	30,555	31,262	32,178	33,218	34,341	35,630	36,650
28	Hourly	15.03	15.47	15.97	16.51	17.13	17.76	18.49	19.04
	Bi-Weekly	1,202.40	1,237.60	1,277.60	1,320.80	1,370.40	1,420.80	1,479.20	1,526.20
	Annual	31,262	32,178	33,218	34,341	35,630	36,941	38,459	39,613
29	Hourly	15.97	16.51	17.13	17.76	18.49	19.35	20.25	20.88
	Bi-Weekly	1,277.60	1,320.80	1,370.40	1,420.80	1,479.20	1,548.00	1,620.00	1,670.40
	Annual	33,218	34,341	35,630	36,941	38,459	40,248	42,120	43,430

*** The highlighted steps in each pay range are available only to employees hired before July 1, 2003.

Bargaining Unit
Effective July 1, 2016

SCHEDULE A
WAGES

Pay Range	Rate Type	STEP						
		1	2	3	4	5	6	7
03	Hourly	12.27	12.70	13.10	13.57	14.03		
	Bi-Weekly	981.60	1,016.00	1,048.00	1,085.60	1,122.40		
	Annual	25,522	26,416	27,248	28,226	29,182		
04	Hourly	12.88	13.34	13.75	14.25	14.72	15.15	
	Bi-Weekly	1,030.40	1,067.20	1,100.00	1,140.00	1,177.60	1,212.00	
	Annual	26,790	27,747	28,600	29,640	30,618	31,612	
05	Hourly	13.59	14.03	14.50	14.98	15.33	15.77	
	Bi-Weekly	1,087.20	1,122.40	1,160.00	1,198.40	1,226.40	1,261.60	
	Annual	28,267	29,182	30,160	31,158	31,886	32,802	
06	Hourly	14.25	14.72	15.17	15.56	16.05	16.51	
	Bi-Weekly	1,140.00	1,177.60	1,213.60	1,244.80	1,284.00	1,320.80	
	Annual	29,640	30,618	31,554	32,365	33,384	34,344	
07	Hourly	14.98	15.33	15.78	16.24	16.70	17.18	17.70
	Bi-Weekly	1,198.40	1,226.40	1,262.40	1,299.20	1,336.00	1,374.40	1,416.00
	Annual	31,158	31,886	32,822	33,779	34,736	35,734	36,816

*** The highlighted steps in each pay range are available only to employees hired before July 1, 2003.

Bargaining Unit
Effective July 1, 2016

SCHEDULE B
WAGES

Pay Range	Rate Type	STEP							
		1	2	3	4	5	6	7	8
25	Hourly	13.12	13.59	14.03	14.50	14.98	15.33	15.77	
	Bi-Weekly	1,049.60	1,087.20	1,122.40	1,160.00	1,198.40	1,226.40	1,261.60	
	Annual	27,290	28,267	29,182	30,160	31,158	31,886	32,802	
26	Hourly	13.75	14.25	14.72	15.17	15.56	16.05	16.51	
	Bi-Weekly	1,100.00	1,140.00	1,177.60	1,213.60	1,244.80	1,284.00	1,320.80	
	Annual	28,600	29,640	30,618	31,554	32,365	33,384	34,341	
27	Hourly	14.50	14.98	15.33	15.78	16.29	16.84	17.47	17.97
	Bi-Weekly	1,160.00	1,198.40	1,226.40	1,262.40	1,303.20	1,347.20	1,397.60	1,437.60
	Annual	30,160	31,158	31,886	32,822	33,883	35,027	36,338	37,378
28	Hourly	15.33	15.78	16.29	16.84	17.47	18.12	18.86	19.42
	Bi-Weekly	1,226.40	1,262.40	1,303.20	1,347.20	1,397.60	1,449.60	1,508.80	1,558.60
	Annual	31,886	32,822	33,883	35,027	36,338	37,690	39,229	40,394
29	Hourly	16.29	16.84	17.47	18.12	18.86	19.74	20.66	21.36
	Bi-Weekly	1,303.20	1,347.20	1,397.60	1,449.60	1,508.80	1,579.20	1,652.80	1,704.60
	Annual	33,883	35,027	36,338	37,690	39,229	41,059	42,973	44,304

*** The highlighted steps in each pay range are available only to employees hired before July 1, 2003.

SCHEDULE C

TABLE OF LONGEVITY RATES EFFECTIVE JULY 1, 2014

Pay Range	Step 1 Rate	YEARS											
		05	06	07	08	09	10	11	12	13	14	15	16
03	11.79	0.29	0.35	0.41	0.47	0.53	0.59	0.65	0.71	0.77	0.83	0.88	0.94
04	12.38	0.31	0.37	0.43	0.50	0.56	0.62	0.68	0.74	0.80	0.87	0.93	0.99
05	13.06	0.33	0.39	0.46	0.52	0.59	0.65	0.72	0.78	0.85	0.91	0.98	1.04
06	13.70	0.34	0.41	0.48	0.55	0.62	0.69	0.75	0.82	0.89	0.96	1.03	1.10
07	14.40	0.36	0.43	0.50	0.58	0.65	0.72	0.79	0.86	0.94	1.01	1.08	1.15
25	12.61	0.32	0.38	0.44	0.50	0.57	0.63	0.69	0.76	0.82	0.88	0.95	1.01
26	13.22	0.33	0.40	0.46	0.53	0.59	0.66	0.73	0.79	0.86	0.93	0.99	1.06
27	13.94	0.35	0.42	0.49	0.56	0.63	0.70	0.77	0.84	0.91	0.98	1.05	1.12
28	14.74	0.37	0.44	0.52	0.59	0.66	0.74	0.81	0.88	0.96	1.03	1.11	1.18
29	15.66	0.39	0.47	0.55	0.63	0.70	0.78	0.86	0.94	1.02	1.10	1.17	1.25

SCHEDULE C

TABLE OF LONGEVITY RATES EFFECTIVE JULY 1, 2014

Pay Range	Step 1 Rate	YEARS											
		17	18	19	20	21	22	23	24	25	26	27	28
03	11.79	1.00	1.06	1.12	1.18	1.24	1.30	1.36	1.41	1.47	1.53	1.59	1.65
04	12.38	1.05	1.11	1.18	1.24	1.30	1.36	1.42	1.49	1.55	1.61	1.67	1.73
05	13.06	1.11	1.18	1.24	1.31	1.37	1.44	1.50	1.57	1.63	1.70	1.76	1.83
06	13.70	1.16	1.23	1.30	1.37	1.44	1.51	1.58	1.64	1.71	1.78	1.85	1.92
07	14.40	1.22	1.30	1.37	1.44	1.51	1.58	1.66	1.73	1.80	1.87	1.94	2.02
25	12.61	1.07	1.13	1.20	1.26	1.32	1.39	1.45	1.51	1.58	1.64	1.70	1.77
26	13.22	1.12	1.19	1.26	1.32	1.39	1.45	1.52	1.59	1.65	1.72	1.78	1.85
27	13.94	1.18	1.25	1.32	1.39	1.46	1.53	1.60	1.67	1.74	1.81	1.88	1.95
28	14.74	1.25	1.33	1.40	1.47	1.55	1.62	1.70	1.77	1.84	1.92	1.99	2.06
29	15.66	1.33	1.41	1.49	1.57	1.64	1.72	1.80	1.88	1.96	2.04	2.11	2.19

SCHEDULE C

TABLE OF LONGEVITY RATES EFFECTIVE JULY 1, 2015

Pay Range	Step 1 Rate	YEARS											
		05	06	07	08	09	10	11	12	13	14	15	16
03	12.03	0.30	0.36	0.42	0.48	0.54	0.60	0.66	0.72	0.78	0.84	0.90	0.96
04	12.63	0.32	0.38	0.44	0.51	0.57	0.63	0.69	0.76	0.82	0.88	0.95	1.01
05	13.32	0.33	0.40	0.47	0.53	0.60	0.67	0.73	0.80	0.87	0.93	1.00	1.07
06	13.97	0.35	0.42	0.49	0.56	0.63	0.70	0.77	0.84	0.91	0.98	1.05	1.12
07	14.69	0.37	0.44	0.51	0.59	0.66	0.73	0.81	0.88	0.95	1.03	1.10	1.18
25	12.86	0.32	0.39	0.45	0.51	0.58	0.64	0.71	0.77	0.84	0.90	0.96	1.03
26	13.48	0.34	0.40	0.47	0.54	0.61	0.67	0.74	0.81	0.88	0.94	1.01	1.08
27	14.22	0.36	0.43	0.50	0.57	0.64	0.71	0.78	0.85	0.92	1.00	1.07	1.14
28	15.03	0.38	0.45	0.53	0.60	0.68	0.75	0.83	0.90	0.98	1.05	1.13	1.20
29	15.97	0.40	0.48	0.56	0.64	0.72	0.80	0.88	0.96	1.04	1.12	1.20	1.28

SCHEDULE C

TABLE OF LONGEVITY RATES EFFECTIVE JULY 1, 2015

Pay Range	Step 1 Rate	YEARS											
		17	18	19	20	21	22	23	24	25	26	27	28
03	12.03	1.02	1.08	1.14	1.20	1.26	1.32	1.38	1.44	1.50	1.56	1.62	1.68
04	12.63	1.07	1.14	1.20	1.26	1.33	1.39	1.45	1.52	1.58	1.64	1.71	1.77
05	13.32	1.13	1.20	1.27	1.33	1.40	1.47	1.53	1.60	1.67	1.73	1.80	1.86
06	13.97	1.19	1.26	1.33	1.40	1.47	1.54	1.61	1.68	1.75	1.82	1.89	1.96
07	14.69	1.25	1.32	1.40	1.47	1.54	1.62	1.69	1.76	1.84	1.91	1.98	2.06
25	12.86	1.09	1.16	1.22	1.29	1.35	1.41	1.48	1.54	1.61	1.67	1.74	1.80
26	13.48	1.15	1.21	1.28	1.35	1.42	1.48	1.55	1.62	1.69	1.75	1.82	1.89
27	14.22	1.21	1.28	1.35	1.42	1.49	1.56	1.64	1.71	1.78	1.85	1.92	1.99
28	15.03	1.28	1.35	1.43	1.50	1.58	1.65	1.73	1.80	1.88	1.95	2.03	2.10
29	15.97	1.36	1.44	1.52	1.60	1.68	1.76	1.84	1.92	2.00	2.08	2.16	2.24

SCHEDULE C

TABLE OF LONGEVITY RATES EFFECTIVE JULY 1, 2016

Pay Range	Step 1 Rate	YEARS											
		05	06	07	08	09	10	11	12	13	14	15	16
03	12.27	0.31	0.37	0.43	0.49	0.55	0.61	0.67	0.74	0.80	0.86	0.92	0.98
04	12.88	0.32	0.39	0.45	0.52	0.58	0.64	0.71	0.77	0.84	0.90	0.97	1.03
05	13.59	0.34	0.41	0.48	0.54	0.61	0.68	0.75	0.82	0.88	0.95	1.02	1.09
06	14.25	0.36	0.43	0.50	0.57	0.64	0.71	0.78	0.86	0.93	1.00	1.07	1.14
07	14.98	0.37	0.45	0.52	0.60	0.67	0.75	0.82	0.90	0.97	1.05	1.12	1.20
25	13.12	0.33	0.39	0.46	0.52	0.59	0.66	0.72	0.79	0.85	0.92	0.98	1.05
26	13.75	0.34	0.41	0.48	0.55	0.62	0.69	0.76	0.83	0.89	0.96	1.03	1.10
27	14.50	0.36	0.44	0.51	0.58	0.65	0.73	0.80	0.87	0.94	1.02	1.09	1.16
28	15.33	0.38	0.46	0.54	0.61	0.69	0.77	0.84	0.92	1.00	1.07	1.15	1.23
29	16.29	0.41	0.49	0.57	0.65	0.73	0.81	0.90	0.98	1.06	1.14	1.22	1.30

SCHEDULE C

TABLE OF LONGEVITY RATES EFFECTIVE JULY 1, 2016

Pay Range	Step 1 Rate	YEARS											
		17	18	19	20	21	22	23	24	25	26	27	28
03	12.27	1.04	1.10	1.17	1.23	1.29	1.35	1.41	1.47	1.53	1.60	1.66	1.72
04	12.88	1.09	1.16	1.22	1.29	1.35	1.42	1.48	1.55	1.61	1.67	1.74	1.80
05	13.59	1.16	1.22	1.29	1.36	1.43	1.49	1.56	1.63	1.70	1.77	1.83	1.90
06	14.25	1.21	1.28	1.35	1.43	1.50	1.57	1.64	1.71	1.78	1.85	1.92	2.00
07	14.98	1.27	1.35	1.42	1.50	1.57	1.65	1.72	1.80	1.87	1.95	2.02	2.10
25	13.12	1.12	1.18	1.25	1.31	1.38	1.44	1.51	1.57	1.64	1.71	1.77	1.84
26	13.75	1.17	1.24	1.31	1.38	1.44	1.51	1.58	1.65	1.72	1.79	1.86	1.93
27	14.50	1.23	1.31	1.38	1.45	1.52	1.60	1.67	1.74	1.81	1.89	1.96	2.03
28	15.33	1.30	1.38	1.46	1.53	1.61	1.69	1.76	1.84	1.92	1.99	2.07	2.15
29	16.29	1.38	1.47	1.55	1.63	1.71	1.79	1.87	1.95	2.04	2.12	2.20	2.28

APPENDIX D
 Knox County Department of Job & Family Services
 Educational Plan of Action

Employee Name _____ Unit _____

Supervisor Name _____

The following plan of action has been discussed with both the employee and supervisor as the best educational track at this time.

Short-term goal _____

Long-term goal _____

Course Name	Start	End	Outcome

Additional Information: _____

Employee signature _____ Date _____

Supervisor signature _____ Date _____

PART-TIME EMPLOYEE MOUs

The Employer and the Union hereby agree to adopt the following terms and conditions for part-time employees outside of the Social Service Aide I classification:

1. Part-time employees (those working fewer than 40 hours per week) will earn and use vacation and holiday pay and all leaves based on the actual number of hours each individual employee is scheduled to work.
2. Part-time employees are not eligible for Employer sponsored health insurance, unless they are regularly scheduled to work at least the number of hours required for eligibility by the County Plan, currently 28 hours per week. Part-time employees are not eligible for the license/degree bonus, but are eligible for longevity pay (per Section 3 below), and for the Health and Welfare insurance referenced in Article 37 of the current Collective Bargaining Agreement. Eligible part-time employees will receive a sick leave bonus of \$100 for each six-month period they qualify.
3. Part-time employees shall earn longevity pay when they have accrued sufficient hours to reach any of the longevity milestones per Article 41 of the current Collective Bargaining Agreement. A longevity year shall be calculated on the basis of 2080 hours in active pay status.
4. In the event of a lay-off, part-time employees shall be laid off before full-time employees in that classification are laid off.
5. Part-time employees shall pay Union Dues at the rate determined by the Union.

The Employer and the Union hereby agree to create a new classification, called Social Service Aide I. Specific terms and conditions for the employees in this classification are as follows:

1. The new classification shall be added to Section 2.1 of the Collective Bargaining Agreement.
2. The classification will be placed in a new Group V for purposes of Section 14.3. It shall be the only classification in that group.
3. Social Service Aide Is shall be placed on newly created pay range 03, a copy of which is attached. Social Service Aide Is shall earn longevity pay when they have accrued sufficient hours to reach any of the longevity milestones per Article 41 of the current Collective Bargaining Agreement. A longevity year shall be calculated on the basis of 2080 hours in active pay status.