



Agreement Between Washington County DJFS and AFSCME Ohio Council 8, AFL-CIO

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14-MED-05-0771
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K31695

AGREEMENT BETWEEN

**THE BOARD OF WASHINGTON COUNTY
COMMISSIONERS**

AND

**WASHINGTON COUNTY DEPARTMENT OF
JOB AND FAMILY SERVICES**

AND

**LOCAL #772
AMERICAN FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES
OHIO COUNCIL 8, AFL-CIO**

SERB CASE NO.

2014-MED-05-0771

**EFFECTIVE AUGUST 3, 2014
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**ARTICLE 1
PREAMBLE**

Section 1.1. This Agreement, entered into by the County of Washington, Ohio and the Washington County Department of Job and Family Services hereinafter referred to as the County or “Employer” and Local 772 and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union”, has as its purpose the following:

- A. To achieve and maintain a satisfactory and stabilized Employer/Employee relationship and to promote improved work performance;
- B. To provide for the peaceful and equitable adjustment of differences which may arise;
- C. To attract and retain qualified employees by providing those benefits compatible with the financial resources of the County;
- D. To assure the effectiveness of service by providing an opportunity for employees to meet with Management to exchange views and opinions on policies and procedures affecting the conditions of their employment;
- E. To provide an opportunity for the organization and the Employer to negotiate wages, hours, terms, and other conditions of employment of bargaining unit employees subject to the terms of the Agreement; and
- F. To provide for orderly, harmonious, and cooperative employee relations in the interest, not only of the parties, but of the citizens of Washington County, Ohio.
- G. To allow for a common sense and compassionate approach to all matters.

Towards this end, the parties hereto agree to devote every effort to assure that the Employer and the Union members and officers will comply with the clear provisions of the Agreement. This Agreement pertains to employees within the bargaining unit as defined hereunder. The provisions of this article are not subject to the grievance and arbitration nor discipline procedure.

Section 1.2. In the event that any provision of this Agreement is contrary to law, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect, and the parties shall meet at mutually agreeable times in an attempt to legally modify the invalidated provisions by good faith negotiations on the same subject matter.

**ARTICLE 2
RECOGNITION**

Section 2.1. The Employer recognizes the Union as the exclusive representative for all employees at the Washington County Department of Job and Family Services as certified and on file with the State Employment Relations Board, including: Eligibility Referral Specialist 2,

Investigator, Social Service Worker 2, Unit Support Worker 2, and Maintenance Repair Worker, and all amendments and clarifications existing or agreed to in the future.

Excluded from the bargaining unit are: all casual and seasonal employees, management level employees, confidential employees, professional employees, supervisors and student employees as defined in the Act; including County Job and Family Services Director; Assistant County Job and Family Services Director; Social Services Supervisor; Eligibility/Referral Supervisor 1 and 2; Fiscal Officer I; Clerical Specialist 3, (confidential employees); Management Information Systems Specialist I; Clerical Supervisor and Training Officer.

Section 2.2. The re-titling of a position as a result of the development of a classification plan by the Employer shall not affect bargaining unit inclusions or exclusions.

Section 2.3. If the Employer hires part-time employees into bargaining unit positions during the term of the Agreement, the parties agree to bargain regarding the effects of such hiring.

ARTICLE 3 DUES CHECK OFF AND UNION SECURITY

Section 3.1. The Employer agrees to deduct Union dues, fees, assessments, and other monies in the amount certified by the Union, from the pay of all bargaining unit employees who have signed payroll deduction authorization cards. Employees authorizing payroll deduction shall submit an individual written authorization card bearing their signature to the Employer. The Employer shall accept payroll deduction cards from either the employee or the Union. The Employer will check off and remit to Ohio Council 8 the amount of dues, fees, and assessments directed by the Union. The total amount of dues, fees, and assessments or other monies deducted, together with a separate alphabetical list of the names of employees for whom deductions are made, shall be remitted to Ohio Council 8, 6800 North High Street, Worthington, Ohio, 43085-2512 no later than the tenth (10th) day following the end of the second pay period of the month. A copy of this list shall also be transmitted to the Ohio Council 8 Athens Regional Office.

Section 3.2. Notice to revoke a payroll deduction shall only be given by an employee 30-60 days prior to expiration of this Agreement. The notice shall be sent to the Union by certified mail return receipt requested. There shall be no other revocation period. Payroll deduction shall continue upon receipt of proper notification until termination date of this Agreement.

Section 3.3. The Employer shall be relieved from making such dues deductions upon the employee's (a) termination of employment; or (b) transfer, or promotion, to a job other than one covered by the bargaining unit; or (c) layoff from work; (d) an agreed leave of absence; or (e) revocation of the checkoff authorization in accordance with its terms.

Section 3.4. The Employer shall not be obligated to make dues deduction of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to

Section 3.5. The Union agrees that it will indemnify and save the Employer harmless from any action commenced by an employee against the Employer arising as a result of the deductions made under this Article.

ARTICLE 4 UNION REPRESENTATION

Section 4.1. The Union shall submit to the Employer in writing and notify the Employer immediately of any changes regarding the names of its stewards, officers, and AFSCME representatives who are authorized to speak on behalf of the Union. No one will be permitted to function as a Union representative until the Union has presented the Employer with written certification of that person's election or appointment.

Section 4.2. Either the steward, chief steward, president, president's designee, or the staff representative of AFSCME Ohio Council 8 shall be authorized to represent bargaining unit employees in the grievance procedure, disciplinary investigative meetings, administrative hearings, and instructional counselings and meetings conducted under the absence and tardiness policy. The President is the designated alternate of the steward at Step 1 and 2 of the procedure. The staff representative may be present at Step 2, in addition to the steward or the President. The staff representative may be present at any grievance hearing which involves the Director, Assistant Director and/or Eligibility Referral Supervisor II (or similar level of management).

Section 4.3. Stewards and the President shall be permitted a reasonable amount of time away from their regular work duties to represent employees under the terms of this Agreement. Prior to commencing any union activity, stewards must secure the approval of their supervisor, and sign in and out on the steward's log. Supervisors will not unreasonably deny approval, but maintain the right to schedule activities so as to minimally impact work production. When a steward is representing an employee in a work unit other than the steward's own, the approval of both supervisors must be secured. The group of stewards is limited to an aggregate total of ten (10) hours per month for the purpose of investigating and processing grievances. Steward's time is non-accumulative from month to month.

Attendance at scheduled grievance hearing by the stewards is not counted against the ten (10) hour steward time. Attendance at administrative hearings by steward is not counted against the ten (10) hour steward time. The steward and the charged employee will be granted thirty (30) minutes of preparation time immediately preceding the scheduled starting time of the hearing.

Hearings or meetings scheduled during an employee's or steward's regular work hours shall be considered time worked, and there shall be no loss of pay for attendance at the hearing or meeting.

Five (5) members of the bargaining unit shall be granted four (4) hours each of agency time to prepare for upcoming negotiations. This time will only be available during the period of one hundred twenty (120) days prior to the expiration of this agreement.

Section 4.4. Rules governing the activity of the Union representatives are as follows:

- A. The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt, or disrupt the work duties of other employees, except to the extent authorized in Section 3 above and only after obtaining approval from the immediate supervisor of the employee with whom the steward is discussing the investigation and processing of a grievance, which will not be unreasonably denied by that supervisor.
- B. Union officials (or representatives) shall cease unauthorized Union activity except Union business authorized by Section 3 above, immediately upon the request of the supervisor of the area in which Union activity is being conducted or upon the request of the Union Representative's supervisor.

Section 4.5. Union Staff Representatives from AFSCME Ohio Council 8 will be permitted access to the Employer's premises for the purpose of administration of this Agreement and attendance at meetings and hearings prescribed by this Agreement, provided the representative provides advance notice to the Director or his/her designee explaining the purpose of the visit, and estimating the time necessary to conduct his/her business.

Section 4.6. The Union may use the Employer's premises for Union meetings during non-working hours and upon advance notice and approval of the Employer.

Section 4.7. Two (2) employees selected as delegates or alternate delegates to any Union conference or convention shall be permitted to use annual leave or at the employee's option, unpaid leave, to attend such conference or conventions. If additional employees wish to attend the conference or convention as a guest, then the supervisor of such employees will be given the latitude to approve or deny the request based on the expected work load.

Section 4.8. The Union shall be permitted the use of the agency email system and intra-agency shuffle.

Section 4.9. The Employer shall provide space for a lockable filing cabinet for use by the Union representatives during breaks, lunch, and any of the ten (10) hours allotted in Section 4.3.

**ARTICLE 5
BULLETIN BOARDS**

Section 5.1. The Union shall have access to all bulletin boards of the Employer's for purpose of Union notices, meetings, literature, and etc.

Section 5.2. The items posted shall not be political, partisan, and/or defamatory or have:

- A. Personal attacks upon any employee or official of the County;
- B. Scandalous, scurrilous, or derogatory attacks upon any employee or official of the County; or

C. Attacks on any other employee organization.

Section 5.3. The Employer shall provide space for three (3) Union bulletin boards, one (1) to be placed on the second floor of the building and one (1) on each of the two (2) wings of the first floor.

ARTICLE 6 LABOR-MANAGEMENT MEETINGS

Section 6.1. In the interest of effective communications, either party may request a Labor-Management Meeting. Such request shall be made in writing and be presented to the other party not less than five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of up to four (4) representatives who will be attending. A Labor-Management meeting shall be scheduled as needed within a reasonable time period upon a mutually acceptable date. Such meetings shall be held during work hours. A Washington County Commissioner shall be invited to all Labor/Management meetings.

Section 6.2. The purpose of such meeting shall be limited to:

- A. Discuss the administration of this Agreement;
- B. Changes made by the Employer or Management team which affect the bargaining unit employees;
- C. General information of interest to the parties;
- D. All parties to share views of their members and/or make suggestions on subjects of interest to their members; and
- E. Health and safety matters relating to employees.
- F. Additional items may be discussed within the allotted time frame with the consent of both parties. However, no discussion regarding individual performance issues will be permitted.

Discussions will be limited to the specific issues listed on the agenda unless mutually agreed otherwise.

Section 6.3. Said meetings are not intended to replace any other meeting called by Management.

ARTICLE 7 PLEDGE AGAINST DISCRIMINATION

Section 7.1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, military status, disability, race, color, sex,

ancestry, genetic information, national origin, religion, or Union affiliation. The Union shall share equally with the County, the responsibility for applying this provision of the Agreement.

Section 7.2. The Employer or the Union shall not solicit bargaining unit employees to make political contributions.

Section 7.3. Neither party shall interfere with, restrain, coerce, or otherwise discriminate against any employee in the bargaining unit for exercising his/her right to join or not to join the Union.

Section 7.4. Both the Employer and the Union recognize their respective responsibilities under Federal and State Civil Rights Laws, Fair Employment Practice Acts, the American with Disabilities Act, the Pregnancy Discrimination Act, and other similar constitutional and statutory requirements.

Section 7.5. All reference to employees in this Agreement is designated for both sexes and will be written as s/he or his/her. If any masculine or feminine gender is used it shall be construed to include both male and female employees.

Section 7.6.

- A. No supervisor may supervise a family member; family members shall be as defined under the bereavement leave section of the contract.
- B. The Union agrees that any time a bargaining unit position becomes vacant within a supervisory unit, no family member, as defined under the bereavement leave section of the contract, will be considered for that position; laterals included.
- C. In the event that an employee is promoted to a supervisory position over a unit containing a family member, as defined in the bereavement leave section of the contract, the family member may remain in his/her position, but the evaluations and leave requests shall be approved by another non-family member supervisor.

**ARTICLE 8
MANAGEMENT RIGHTS**

Section 8.1. The Employer possesses sole right to operate the agency and all management rights repose in it. The Employer's exclusive rights shall include, but shall not be limited to, the following, except as limited by the terms and conditions set forth in this Agreement:

- A. Determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as the function and programs of the Employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;

- C. Maintain and improve the efficiency and effectiveness of operations and programs;
- D. Determine the overall methods, process, means, or personnel by which operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause or layoff, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the mission of the Employer as a unit of government;
- H. Effectively manage the work force; and
- I. Take actions to carry out the mission of the Employer as a governmental unit.

ARTICLE 9 GRIEVANCE PROCEDURE

Section 9.1. The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement, including assignment to job classifications listed in Article 18.

Section 9.2. A grievance, under this procedure, may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one member selected by such group will process the grievance, and all persons shall sign as the aggrieved. If a situation arises that affects all members of the bargaining unit, then the Union may file a Union policy grievance, one member selected by such group will process the grievance, and all persons will be bound by that decision. Probationary employees shall have access to the grievance procedure except those who are in their initial probationary period shall not be able to grieve removals.

Section 9.3. If specific administrative agency relief of judicial or quasi-judicial nature is provided for by the statutes of the State of Ohio (excluding the State Personnel Board of Review), or the United States for review or redress of a specific matter (limited to Workers’ Compensation or Unemployment Compensation) such matters may be processed through the internal grievance procedure, excluding the arbitration procedure, to resolve the issues prior to such other appeal.

Section 9.4. All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step.

Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer’s answer at the last completed step, unless withdrawn by grievant or Union in writing without prejudice.

Any grievance not answered by the Employer within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the procedure.

Section 9.5. The written grievance shall be submitted on the grievance form supplied by the Union, and should contain the following information:

1. Aggrieved employee's name(s);
2. Aggrieved employee's classification(s);
3. Name of the employee's immediate supervisor(s);
4. Date and time of the incident giving rise to the grievance (this means the date and time of the occurrence of the facts, not when the allegations were first discussed);
5. Date and time the grievance was first discussed with the member of management who took grievable action, but not with the Director or Assistant Director. A grievance shall not be rejected because the person filing the grievance was unable to determine who took the grievable action. Management reserves the right to move the grievance to the appropriate supervisor to investigate and hear;
6. Date grievance was filed in writing at Step 1;
7. A statement as to the specific Articles and Sections of the Agreement violated; and shall contain:
8. A brief statement of the facts involved in the grievance; and
9. The remedy requested to resolve the grievance.

Section 9.6. The time limitations provided for in this Article may be extended by mutual agreement between the Employer and the Union. Working days, as used in this Article, shall not include Saturdays, Sundays, holidays, scheduled days off, or sick leave.

Section 9.7. Each grievance shall be processed in the following manner:

STEP 1 - SUPERVISOR: The grievant, steward, chief steward, president, or president's designee (limited to officers of Local 772) shall present in writing the grievance on the Union grievance form to the member of management who took the grievable action, but not with the Director or Assistant Director, within seven (7) working days of the incident giving rise to the grievance. A grievance shall not be rejected because the person filing the grievance was unable to determine who took the grievable action. The supervisor, upon receipt of the written grievance, shall schedule a formal meeting within five (5) working days of receipt between said supervisor, the grievant, and the Union representative (i.e., the notice of grievance meeting only goes to the union steward but the representation will be done by the union steward or Union President in the absence of the union steward along with the grievant. An employee may grieve

without the representation of the Union (so long as the Union has the opportunity to be present). Prior to the meeting taking place, the Supervisor shall make a complete and thorough investigation of all the allegations contained in the grievance. Within five (5) working days after the meeting, the Supervisor shall provide the union steward with his/her written response to the grievance. If the employee is not satisfied with the written response, the employee may within five (5) working days, pursue the grievance to Step 2 of the procedure.

STEP 2 – DIRECTOR: The Director or his/her designee upon receipt of a written grievance, shall schedule a formal meeting within five (5) working days of receipt of the grievance with the employee filing the grievance and the Union representative(s) (i.e., the notice of grievance meeting only goes to the union steward but the representation will be done by the union steward or Union President along with the grievant and possibly a representative from AFSCME, Ohio Council 8, although any or all may be in attendance. At the discretion of the Director, the Supervisor may be in attendance. An employee may grieve without the representation of the Union so long as the Union has the opportunity to be present.) Prior to the meeting taking place, the Director or his/her designee shall make a complete and thorough investigation of all the allegations contained in the grievance. Within five (5) working days after the meeting, the Director or his/her designee shall provide the employee and the President of Local 772 with his/her written response.

STEP 3 - GRIEVANCE MEDIATION: If the grievance is not satisfactorily settled at Step 2, the Union and the Employer may, within ten (10) calendar days, submit the grievance to mediation only by mutual agreement. The parties shall use FMCS mediators and follow FMCS guidelines. The action(s) or recommendation of the mediator is not binding on either party. Neither party can use mediation against the other party for arbitration.

STEP 4 - ARBITRATION:

1. Within twenty (20) working days after the Director's response, the Union may refer the grievance to an arbitrator by giving written notice and a request for a list of arbitrators to the Director and the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS). The arbitrator shall be selected by the alternate strike method from a list of seven (7) names submitted by the AAA or the FMCS within ten (10) days after the receipt of the list. The Union shall be the first to strike, followed by the Director or his/her representative, and the parties will alternate in this respect until one (1) name remains on the list. Said person shall be designated as the arbitrator. The parties shall alternate the first strike from one case to the next. All other procedures relative to the hearing shall be according to the rules and regulations of the AAA or the FMCS. Prior to striking names, either party may request once that the list be rejected and submit a request for another list from AAA or the FMCS.
2. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon by the parties, not to exceed sixty (60) days. The decision shall be in writing and a copy sent to all parties present at the hearing. The

decision of the arbitrator shall be final and binding upon the grievant, the Union, and the Employer.

3. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declarations of opinion which are not directly essential in reaching his determination.
4. The costs of the arbitrator shall be borne equally by the parties. Cancellation fees shall be paid by the party (or parties) cancelling the arbitration.

ARTICLE 10 DISCIPLINARY PROCEDURES

Section 10.1. No employee shall be reprimanded, suspended, demoted, or terminated from duty without just cause. No employee shall be suspended, demoted, or terminated without having been afforded the opportunity for an administrative hearing pursuant to Agency procedures. Disciplinary measures shall be reasonable and commensurate with the offense and other prior offenses within the time limits of Section 10.4.

Section 10.2. An Employer representative shall not use the knowledge of an event giving rise to the imposition of discipline to intimidate, harass, or coerce an employee.

Section 10.3. The Employer will not impose discipline in the presence of other employees, clients, or the public except in extraordinary situations which pose a serious, immediate threat to the safety, health, or well-being of others. In the event that a supervisor finds it necessary to verbally reprimand an employee, the employee shall be made aware that a record of such reprimand is being maintained in the employee's personnel file.

The supervisor shall provide the employee with a copy of any record of reprimand entered in the employee's file. The employee must merely acknowledge receipt of same by signing and dating the original copy of such record.

Section 10.4. Records of disciplinary action shall have force and effect only according to the following schedule of offenses provided there have been no intervening same or similar related disciplinary actions taken during the same period (i.e. late for work and long breaks [minor offenses] are similar; insubordination, intoxication, or drug abuse [major offenses] are similar, etc.):

Verbal and Written Reprimands	12 months
Suspensions and Demotions	24 months

ARTICLE 11 EVALUATION AND PERSONNEL FILES

Section 11.1. Evaluations of employees shall be in writing. Employees shall have the right to appeal evaluations under the stipulations of the grievance procedure of this Agreement except that the appeal process ends with the decision rendered by the Director.

Section 11.2. Any employee shall be permitted to review his/her personnel records and evaluations and may receive a copy of any item in his/her file at a nominal fee to cover the cost of duplication during non-work time but during the time the Agency is open. The Employer shall not suffer any loss of the employee's services as a result of this activity.

ARTICLE 12 WORK RULES

Section 12.1. The Union recognizes the Employer or his/her designee(s), in order to carry out his/her statutory mandates and goals, has the right to promulgate reasonable work rules, policies, procedures, and directives, consistent with statutory authority, to regulate the conduct of employees and the conduct of the Employer's services and programs.

Section 12.2. Work rules, policies, and directives shall not violate any provision of this Agreement.

Section 12.3. Work rules, policies, and directives shall be interpreted and applied uniformly to all employees.

Section 12.4. Copies of changes in existing work rules or policies and procedures or newly established work rules, shall be provided to the Union seven (7) calendar days in advance of their effective date, unless the Employer determines that an emergency situation exists or the parties mutually agree to begin immediately. The purpose of the seven (7) calendar day advance notice is to give the parties the opportunity to discuss the impact of the changes. Directives issued by state agencies regarding the performance of work responsibilities shall take effect on the date specified by the state agency.

Section 12.5. Any complaint involving the uniform application or reasonableness of work rules, policies, or directives or any complaint involving a conflict between the terms of this Agreement and a work rule, policy, or procedure may be resolved through the Grievance Procedure.

Section 12.6. This Article shall not be interpreted in any manner to relieve an employee or management of his/her responsibilities to follow the established rules, practices, and procedures of good conduct necessary to preserve the good order and discipline of the department. The Employer shall provide new employees an electronic copy of the Employer's work rules.

ARTICLE 13 SENIORITY AND BENEFIT ENTITLEMENT

Section 13.1. "Seniority" shall accrue to all employees in accordance with the provisions of this Agreement. Seniority for part-time employees is prorated by dividing their total work hours by

eight (8) in order to determine total days. Three (3) types of seniority are established for bargaining unit employees.

- A. Classification Seniority. The length of continuous full-time (or prorated part-time) service for the Employer in the same classification beginning with the last date of entry into said classification. Classification seniority shall be unaffected by the unsuccessful completion of a promotional probation period. When more than one (1) employee enters a classification on the same day, they shall be listed by bargaining unit seniority.
- B. Bargaining Unit Seniority. Defined as the continuous length of service as a full-time (or prorated part-time) employee in a bargaining unit position (or series of positions) of the Washington County DJFS. When more than one (1) employee is hired on the same day, or has identical bargaining unit seniority dates, the seniority list will be in alpha order in accordance with CRISE user ID for both bargaining unit and agency seniority determination.
- C. Agency Seniority. Defined as the continuous length of service as a full-time (or prorated part-time) employee on the Washington County Department of Job and Family Services payroll based on the last date of hire into the agency. Agency seniority is to be used only for the following:
 - 1. Annual leave/extended illness leave entitlement;
 - 2. Longevity entitlement; or
 - 3. In determining who gets priority in the event two (2) or more employees ask for the same day off.

Section 13.2. Seniority shall be broken when an employee:

- A. Resigns;
- B. Is discharged for just cause; or
- C. Is laid off and not recalled.

Section 13.3. An employee who accepts a non-bargaining unit position with the Employer shall not accrue bargaining unit seniority in that position and shall forfeit all previously accumulated bargaining unit seniority one (1) year after accepting the position.

Section 13.4. The Employer agrees to furnish the Union President a seniority list as needed when personnel changes. The respective lists will include the employee's name, agency seniority, classification seniority, and bargaining unit seniority. The Employer shall post such lists. The employer shall electronically send such lists.

ARTICLE 14
LAYOFF AND RECALL PROCEDURES

Section 14.1. When it becomes necessary to reduce the number of employees in the bargaining unit, the following layoff procedure shall be followed:

- A. The Employer shall determine in which classifications the layoffs are to occur.
- B. Reduction in the work force will occur by laying off the employee in the affected classification who has the least bargaining unit seniority.
- C. Employees who have been displaced as a result of layoff or job abolishment shall have the right to exercise their bargaining unit seniority in any similar or lower rated classification in the bargaining unit for which the bumping employee is qualified.
- D. The Employer shall give the affected bargaining unit employees, with a copy to the Union, thirty (30) calendar days advance, and written notice of their layoff indicating their right to bump employees in any similar or lower classification, within the bargaining unit for which they are qualified.
- E. The affected bargaining unit employees shall have five (5) work days in which to submit their written request to exercise their right to bump into any similar or lower rated bargaining unit position for which they are eligible and qualified, and for which they have more bargaining unit seniority than the person who occupied that position. Provided, however, that when there are multiple position holders in the classification subject to the bump, the bumping employee may only bump the position holder with the least bargaining unit seniority. Any employee not submitting such request within five (5) work days shall be considered to have accepted the layoff.
- F. Any bargaining unit employee who is bumped out of his/her position may exercise the same layoff rights as outlined in item E above.
- G. Employees to be laid off may choose to bump a less senior bargaining unit non-full-time employee.

Section 14.2. When it is determined by the Agency to fill a vacancy or to recall employees in a classification where the layoff occurred, the following procedure shall be adhered to:

- A. Those employees who are bumped but are able to remain working in the Agency due to their bargaining unit seniority will, if they possess the greatest amount of bargaining unit seniority, have first option to accept any bargaining unit position from the pay range that they are currently serving, up to and including the pay range they were bumped out of, provided they meet the minimum qualifications for the position. This process will be repeated until such time as there remains no one either eligible or interested in the open positions. At that point, the Employer will offer, based on the greatest bargaining unit seniority, position(s) to employees who were laid off for which they meet minimum

qualifications and in which the pay ranges are either less than or equal to what the laid off employee left the agency due to lay off.

- B. Any employee recalled under this Article shall not serve a new probationary period except for any employee laid off who was serving an original promotional probationary period shall complete that probationary period.
- C. Employees shall have recall rights for twenty-four (24) months.
- D. Notification of recall shall be by certified mail, return receipt requested, to the employee's last known address.
- E. Employees shall maintain a current address on file with the agency.
- F. If the employee fails to notify the Agency of his/her intent to report to work within ten (10) days of receipt of the notice of recall, s/he shall forfeit recall rights and be terminated.
- G. Likewise if the recalled employee does not actually return to work within thirty (30) days, recall rights shall be forfeited and the employee terminated.

ARTICLE 15 VACANCIES, PROMOTION, AND TRANSFER PROCEDURES

Section 15.1. Whenever the Employer determines that a bargaining unit vacancy exists within the Employer's Agency, and such bargaining unit vacancy is not filled through recall from a layoff list, a notice of such bargaining unit vacancy shall be posted on the Employer's bulletin board for a period of five (5) consecutive agency work days, not including the date of posting. The Employer shall not be obligated to consider applications submitted after the five (5) consecutive Agency work day period (at the end of the fifth work day) has expired, or from applicants who do not meet the minimum qualifications for the position as stated on the posting.

Postings shall contain the classification title, working title or work area, minimum education and experience required, the essential knowledge, skills and abilities required, a brief summary of job duties, pay range, and step one of the pay range.

In the event the Employer determines to not fill a vacant position, the Union President shall be notified, and the Employer agrees to meet and confer with the Union regarding the impact of that decision.

Section 15.2. All applications timely filed shall be reviewed by the Employer and the bargaining unit position shall be awarded and filled within fifteen (15) calendar days of the last posting date, unless the Employer has subsequent to the posting posted a notice of revocation of the vacancy notice, to the senior qualified applicant.

If no applications are received from bargaining unit employees, or if no bargaining unit employee applicant meets the criteria established in Section I of this Article, then the procedures in Section 3 will be utilized.

Section 15.3. If no applications are received from employees within the bargaining unit, or if no bargaining unit employee applicant meets the criteria established in Section I of this Article, then the position shall be filled by an original appointment.

Section 15.4. Promotion is the movement of a Washington County Department of Job and Family Services employee to a posted vacancy with a higher pay range. An employee who is in the bargaining unit and who is promoted will receive an increase in rate of pay to a step closest to what s/he received in previous position.

Section 15.5. Demotion is the movement of a Washington County Department of Job and Family Services employee to a posted vacancy with a lower pay range. An employee who is in the bargaining unit and bids on demotion and who is demoted will receive a decrease in rate of pay to a step closest to what s/he received in previous position. The need for posting does not apply to disciplinary or probationary demotions which can occur without a posted vacancy.

Section 15.6. Pay range transfer is when an employee goes from one classification to another classification and both have the same pay range. An employee who is in the bargaining unit and who is pay range transferred will receive no rate of pay change over what s/he received in previous position.

Section 15.7. No employee who has worked in their same classification and status for less than twelve (12) months may be considered for promotion, lateral demotion, or pay range transfer. This does not apply to disciplinary or probationary demotions which can occur without a posted vacancy. Employees who unsuccessfully complete a promotional or pay range transfer probationary period may apply within a twenty-four month period, but not for the position they were demoted/transferred from. Further, the employee may not apply for the same position more than two (2) times during the employee's tenure with the WCDJFS.

Section 15.8. All new hire, promoted, demoted or pay range transfer employees must complete a probationary period. Probationary classification groups and probation length are as follows:

A. Pay Range 1 - 120 calendar days

B. Pay Range 2 - 270 calendar days

1. The Employer may return promoted, demoted, and pay range transfer employees who bid on a posted position to their former classification at his/her previous rate of pay any time during the applicable probationary period. New hire employees may be terminated any time during the probationary period, and are exempt from grieving their termination through the grievance procedures. The probationary period for part-time employees is 700 hours for a Group A position and 1440 hours for a Group B part-time position. The Employer may, with the consent of the Union, extend the

probationary period for up to ninety (90) calendar days for any new hire and promotional probationary employee listed in 15.9 B. New hire and promotional probationary periods shall be automatically extended by the length of any approved leave of absence taken during the period.

Section 15.9. Any employee who has successfully completed his/her initial probationary period shall be considered a certified, permanent employee for all purposes.

ARTICLE 16 SAFETY AND WELFARE

Section 16.1. SAFETY POLICY. The Employer shall make reasonable provision for the safety, health, and welfare of its employees. The Union agrees to work cooperatively in maintaining safety in the Washington County Department of Job and Family Services.

Section 16.2. The Employer agrees to discuss safety conditions and practice with the employees. Employees are responsible for reporting unsafe conditions or practices; the Employer is responsible for correcting unsafe conditions or practices. Employees are responsible for properly using and caring for facilities, vehicles, supplies, and equipment provided by the Employer and the Employer is responsible for safe and proper care and maintenance of the same.

Section 16.3. Written results of any industrial hygiene measurements or investigations related to an employee's occupational exposure shall be provided upon request of the employee or the Union.

Section 16.4. DUTY TO REPORT. All employees who are injured or who are involved in an accident/incident during the course of their employment shall file an accident/incident report, on forms furnished by the Employer, no matter how slight the accident/incident within 24 hours of occurrence.

Section 16.5. VEHICLES. It shall be the employee's responsibility to report to his/her immediate supervisor any accident or traffic violation/citations s/he may have been involved with or received while on County business. Employees shall obey all applicable state laws, executive orders and rules. Failure to do so may result in disciplinary action.

The Employer shall furnish each agency vehicle with a packet which includes insurance information and/or forms which may be necessary for an employee to have in the event of an accident or citation.

The Employer shall furnish each vehicle with a first aid kit and emergency signal device.

No employee shall be required to operate an agency vehicle that any reasonable operator in the exercise of ordinary care would know could cause injury to the employee or anyone else. An employee shall not be subject to disciplinary action for good faith refusal to operate an agency vehicle which s/he believes is unsafe.

Section 16.6. The Employer shall provide restroom facilities in close proximity to their place of employment for persons who perform work for the Employer, male and female, with the exception of the shop building. Restrooms will be in compliance with the architectural standards of the ADA. Safe drinking water will be provided to all employees.

Section 16.7. Upon written request an employee shall be provided with information on communicable diseases to which s/he may have been exposed to in the work place.

Section 16.8. An employee seeking remedy before any other agency on a safety or health dispute shall not be eligible to have his/her grievance heard before an arbitrator under the terms of this Agreement.

Section 16.9. Annually, the Employer shall make available through the local health department, immunizations for influenza (flu), hepatitis B, tetanus shot, and tuberculosis testing. The employee agrees to hold the agency harmless from any side effects. This service will be available to all Agency employees during work hours at the agency and at no cost to the employee. If at the time of immunizations, an employee does not wish to participate in the immunization process, they shall so designate in writing by a waiver to the Director refusing the treatment. Shots may be billed to the employee's insurance when it is determined the insurance will pay in full.

ARTICLE 17 HOURS OF WORK AND OVERTIME

Section 17.1. WORKWEEK. The standard work week for all full-time permanent employees covered by the terms of this Agreement shall be forty (40) hours, exclusive of any unpaid meal periods. Scheduled work days shall be consecutive, with no split shifts or split off days. The normal work week shall be Monday through Friday, except as otherwise agreed between the Union and Employer for new or changed positions.

Section 17.2. MEAL PERIODS. Meal periods will be scheduled near the mid-point of a shift and will be thirty (30) minutes in duration. When, due to work requirements, an employee needs to change his/her regular meal period, he/she needs to simply inform his/her supervisor of the change.

Section 17.3. BREAK PERIODS. Each employee shall be granted a fifteen (15) minute rest period approximately at mid-point in the first half of the employee's regular work shift, and in the second half of the employee's regular work shift.

Section 17.4. REPORT-IN LOCATIONS. All employees covered under the terms of this Agreement shall be at their report-in locations ready to commence work at their starting time. The report-in location shall be the facility to which they are assigned. All employees are required to clock/sign in on arrival, upon departure for, and return from the meal period, and upon completion of the work day using the time management system provided. Employees are not to sign in earlier than seven (7) minutes prior to their regular starting time, nor sign out later than seven (7) minutes after their normal departure time, unless instructed to do so by the Employer.

Section 17.5. Scheduled overtime opportunities shall be distributed equally insofar as may be reasonably practicable, among those employees who normally perform the job duties in that classification. Distribution shall be as follows:

1. Available overtime will be allocated evenly per worker. Assignments will be given by the unit supervisor.
2. In the event an employee declines or is unable to utilize the overtime offer, those hours shall be returned to a common pool. The unassigned hours then identified shall be totaled and offered to the remaining employees eligible for the overtime based on bargaining unit seniority. Management shall determine the time-frame for the intended use. The employees shall then indicate how many hours of the remaining time they would be willing to work.

Once scheduled overtime is announced, an employee may not use more than four (4) hours of unscheduled annual leave in the work week in which the overtime is to be worked and remain eligible for the overtime.

When the Employer has determined the need for overtime, and a sufficient number of employees have not accepted the offer, the Employer reserves the right to require the least senior employee(s) who normally perform the job duties to perform said overtime.

When the Employer has determined an emergency condition exists, any and/or all employees may be required to work overtime.

Section 17.6. When an employee is required by the Employer to be in active pay status for more than forty (40) hours in a work week, s/he shall be compensated with overtime pay or compensatory time (at the employee's option) for such time over forty (40) hours at the rate of one and one-half (1 ½) times his/her regular hourly rate for each one (1) hour, or fraction thereof, of overtime worked. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement. Employees may accumulate up to forty (40) hours of compensatory time. Compensatory time may be used for any reason, subject to the same time frame requirements as defined for AI/EIL in Article 23.

Upon termination, an employee shall be paid for unused compensatory time at his/her current hourly rate or his/her average hourly rate for the past three (3) years, whichever is higher.

Section 17.7. By mutual agreement between the employee and his/her supervisor, the employee may change his/her normal hours of work in order to complete a work project, and to travel to and from meetings, training sessions and/or conferences; this change may result in overtime or compensatory time, at the discretion of the Employer.

Disaster work time may be substituted for regular work time by mutual agreement between the employee and supervisor.

Section 17.8. Social Service Workers, as part of their regular duties, may be required to carry a pager and be in on-call status. On-call will be rotated among Social Service Workers on a weekly basis (Note: The Social Service Supervisor may also be in the rotation). Responsible person is person who is carrying pager daily even if traded. Employee originally scheduled to carry pager shall be responsible to notify supervisor of any trades. Social Service Workers will receive “pager pay” of one hundred dollars (\$100.00) for each week on-call. In the event the Agency is no longer responsible for APS, pager pay shall cease.

**ARTICLE 18
WAGES**

Section 18.1. Effective the beginning of the pay period which includes August 3, 2014, hourly rates of pay for bargaining unit personnel shall be as follows:

Pay Range	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	\$6.20	\$13.91	\$14.78	\$15.18	\$15.63	\$16.09	N/A	N/A
2	\$7.41	\$16.08	\$17.06	\$17.54	\$18.05	\$18.64	\$19.23	\$19.94

The above rates reflect a 2% increase in pay.

Step 0 shall be used only for computation of longevity pay in accordance with Section 18.4.

Section 18.2. Effective the beginning of the pay period which includes August 3, 2015, hourly rates of pay for bargaining unit personnel shall reflect a 2% across the board wage increase as follows:

Pay Range	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	\$6.20	\$14.19	\$15.08	\$15.48	\$15.94	\$16.41	N/A	N/A
2	\$7.41	\$16.40	\$17.40	\$17.89	\$18.41	\$19.01	\$19.61	\$20.34

Section 18.3. Effective the beginning of the pay period which includes August 3, 2016, hourly rates of pay for bargaining unit personnel shall reflect a 2% across the board wage increase as follows:

Pay Range	Step 0	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	\$6.20	\$14.47	\$15.38	\$15.79	\$16.26	\$16.74	N/A	N/A
2	\$7.41	\$16.73	\$17.75	\$18.25	\$18.78	\$19.39	\$20.00	\$20.75

The only classifications which will be used by the agency are:

- Pay Range 1: Maintenance Repair Worker, Support Worker (Unit Support Worker 2)
- Pay Range 2: Case Manager (Eligibility/Referral Specialist 2), Investigator, Social Service Worker 2

Section 18.4. New hire employees shall begin at Step 1. Upon satisfactory completion of the probationary period, the employee shall be advanced to Step 2 and shall thereafter be advanced

through the pay steps annually (the anniversary date for step increases is the date of the Step 2 increase) until the last step is reached. Current employees shall be placed in the pay scale corresponding to their classification and assigned to the pay step corresponding to their step entitlement prior to this Agreement, and shall be advanced through the steps on the anniversary date of their last step increase, until the last step is reached.

Section 18.5. An employee who is awarded a promotion shall be assigned to a pay step in the pay range corresponding to the new position which grants the employee an increase in pay. Upon completion of the promotional probationary period, the employee shall be advanced to the next higher step, and shall be advanced annually thereafter until the last step is reached.

Section 18.6. Beginning on the first day of the pay period within which an employee completes five (5) years of service with the Employer, the employee shall receive a longevity pay supplement, equivalent to two and one-half percent (2 ½ %) of the Step 0 hourly rate for his/her assigned pay range. Each anniversary date of employment thereafter, the employee shall receive an additional one-half percent (½ %) of the Step 0 hourly rate for each additional year of service. Longevity pay supplements are added to the employee's regular hourly rate and shall be included in the calculation of overtime pay. Longevity pay supplements shall not be paid separately from regular pay. This clause shall not operate to reduce any existing longevity pay entitlement of current employees.

Section 18.7. PERFORMANCE INCENTIVES. When, during the term of this Agreement, performance incentive funds become available for distribution, the funds shall be equally divided among eligible employees, both bargaining unit and non-bargaining unit unless prohibited by the state. To be eligible for a distribution, an employee must have been employed during the period the performance incentive was earned and be employed by the agency on the date of distribution. Each performance incentive award is considered a separate distribution.

ARTICLE 19 PERS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

Section 19.1. The Employer shall pick-up contributions to the Public Employees Retirement System (PERS) paid on behalf of the employees in the bargaining unit utilizing the salary reduction method.

ARTICLE 20 PLUS RATING

Section 20.1. When an employee is required by the Employer to perform the work of a higher classification, s/he shall receive an increase in rate of pay for the higher classification if s/he performs said work for at least ten (10) consecutive work days. The base rate of pay of the higher classification shall commence the 10th day and shall be retroactive to and including the first day worked in that capacity.

Section 20.2. An employee may be temporarily assigned work in a lower classification but shall continue to receive his/her regular rate of pay during such assignment. This Section is not intended to cover an employee who is demoted.

ARTICLE 21 HOLIDAYS

Section 21.1. Full-time employees (full-time employees as defined in Article 34) shall be entitled to the twelve (12) full and two (2) one-half (½) following paid holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving
½ day Christmas Eve
Christmas Day
½ day New Year's Eve

On Christmas Eve and New Year's Eve, all full-time bargaining unit employees will work 8:00 A.M. to 12:00 P.M.

Section 21.2. Full-time employees in active pay status shall be paid for the number of hours that they would normally be required to work at their straight-time hourly rate for each of the holidays listed in Section 1 above, when no work is performed on such holidays. Any employee in no pay status the work day before a holiday, or the work day after a holiday, or both, will not be eligible for holiday pay.

Section 21.3. Employees who are required to work on any holiday shall be paid for the holiday pursuant to Section 2 of this Article and, in addition, shall receive pay at one and one-half (1½) times their hourly rate of pay for all hours worked on the holiday.

Section 21.4. A holiday falling on Saturday shall be observed on the preceding Friday. A holiday falling on Sunday shall be observed on the following Monday.

ARTICLE 22 INSURANCE

Section 22.1. The Employer shall make available to bargaining unit employees, major medical/hospitalization insurance plans. Prior to any change in the plan, the Union shall be

notified and shall be provided the opportunity to provide input and discuss the impact of any proposed changes. During the term of this Agreement, the Employer and employees shall share in the premium contributions within the employee's category (single, employee and child, employee and spouse or family) with 80% of the premium paid by the Employer and 20% by the employee.

The employees contribution shall be tax sheltered pursuant to Section 125 of the Internal Revenue Service code (as long as this is permitted).

Section 22.2. The sole determination of the insurance carrier rests with the Employer. The Employer may provide to the bargaining unit a flexible benefits plan on the same basis this plan is offered to non-bargaining unit County employees.

Section 22.3. For the life of this Agreement, the Employer shall contribute \$63.75 for each full-time bargaining unit employee who remains in active pay status and who has completed his/her initial probationary period to the Ohio AFSCME Care Plan, which includes Dental Level II, Vision Level I, Hearing, Prescription Drug and Life Insurance Level I. The Employer will not be responsible for any change in the benefits of the fund.

Section 22.4. Employees on authorized Family and Medical leave, whether paid or unpaid, shall be continued on the group health insurance plan for up to twelve (12) weeks, provided the employee makes direct payment for his/her share of the premiums at the beginning of each month that s/he will be in unpaid status.

**ARTICLE 23
ANNUAL LEAVE / EXTENDED ILLNESS LEAVE**

Section 23.1. All full-time bargaining unit employees shall be credited with annual leave according to the following schedule:

<u>Length of Continuous Service with the Agency</u>	<u>Entitlement/Hours</u>
0 – 364 Days	5 Work Days (40 hours)
365 – 2,189 Days	23 Work Days (184 hours)
2,190 – 4,744 Days	28 Work Days (224 hours)
4,745 – 7,299 Days	33 Work Days (264 hours)
7,300 + Days	38 Work Days (304 hours)

Employees with 365 days or more of service as of July 1 of any year shall thereafter be credited with annual leave each July 1. Employees with less than 365 days of service as of any July 1 shall be credited with annual leave on their anniversary date of hire, prorated to the following July 1.

An employee who becomes eligible for an increase in entitlement after July 1 shall receive the increased amount, prorated to the following July 1, on his/her anniversary date.

Section 23.2. Employees may utilize annual leave for vacation, illness, or personal business. Approval for vacation and personal business shall be subject to the manpower requirements of the agency. All leaves are charged in fifteen (15) minute increments. Notification requirements for the use of annual leave are as follows:

- A. *Vacation.* Employees desiring to schedule annual leave for vacation purposes are required to submit a request to their immediate supervisor no less than five (5) work days in advance of the requested starting date. The requesting employee must have sufficient annual leave to his/her credit to cover the absence at the onset of the vacation. Leave without pay for vacation purpose(s) is not available to full-time employees.

In order to exercise seniority rights for advance annual leave scheduling, the employee must submit his/her request in advance. Leave requests are approved at the end of the first working day of the month preceding the month of the request (i.e., May 1 for June vacation), based upon agency seniority. Thereafter, leave requests are granted on a first come, first-served basis, based upon the operational needs of the agency.

- B. *Personal Leave.* Employees desiring to use annual leave for reasons of personal leave are required to submit a request to their immediate supervisor twenty-four (24) hours in advance. The supervisor may waive this time requirement.

- C. *Illness.* Employees may use annual leave for personal illness, illness of a relative, for reasons of death of any relative, and for medical, dental or optical examination, or treatment of the employee or member of the employee's family (i.e., as defined under bereavement leave), which cannot be scheduled during non-working hours. When an employee is unable to report to work due to personal or family illness, he/she shall call his/her immediate supervisor or backup supervisor at the office between the hours of 7:30 A.M. and 8:00 A.M. on each day of absence, unless other arrangements are made with the employee's supervisor. If call-in sick leave usage by an employee exceeds five (5) call-off incidents during their Annual Leave Period, that employee will be required to furnish a certificate to the Employer for any additional call-in sickness from a licensed medical practitioner stating the nature of the illness, or injury and prognosis. Falsification of a practitioner's certificate shall be grounds for disciplinary action, including dismissal.

- D. *Leave Without Pay.* LWOP may be granted under special circumstances by the Director or designee. LWOP shall be considered as unauthorized absences pursuant to the Employer's absenteeism/tardiness policy (this provision does not apply to approved leaves of absence without pay due to illness, injury or FMLA).

Section 23.3. Annual leave not used by an employee during his/her leave year may, at the employee's option, be converted either to cash at the rate of one (1) day's pay for each two (2) days of unused leave, or to Extended Illness Leave at the rate of three (3) days credit for each two (2) days of unused leave converted. An employee may elect to convert annual leave under either or both of the above plans. An employee may also elect to carry over up to forty (40) hours of unused leave from one annual leave year to the next.

Section 23.4. FAMILY AND MEDICAL LEAVE. Family and Medical Leave will be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1250 hours of work during the previous twelve (12) months. The leave will be granted for a period of up to twelve (12) weeks for the following reasons:

1. To care for his/her own serious health condition;
2. To care for his/her spouse, child, or parent who has a serious health condition; or
3. Because of the birth, adoption or foster placement of a child.

The employee's available paid leave (annual and extended illness) must be exhausted and is included in the twelve (12) week total. It is the employee's election to take extended illness leave prior to using annual leave when an absence qualifies for FML and is compensable under the FML policy. The employee must provide the Employer with thirty (30) days advance notice of the leave or such notice as is practicable if thirty (30) days' notice is not possible. The employee shall provide the Employer with certification of the condition from a health care provider or from the adoption or foster placement agency, whichever is applicable. An employee who exhausts the Family Medical Leave may apply for disability leave or personal leave pursuant to the provisions of the Agreement.

Section 23.5. An employee may convert Annual Leave to Extended Illness Leave each year in accordance with Section 3 of this Article. Extended Illness Leave shall be used in the following manner, and only after Annual Leave has been exhausted, except that an employee who meets the qualifications for a disability leave under Article 27, Section 1, may retain, upon request, ten (10) days of Annual Leave prior to using Extended Illness Leave, though the reserved time must be used before Leave Without Pay may be granted.

- A. Notification by Employee. An employee calling in to use Extended Illness Leave shall follow the procedure established in Section 23.2 (C).
- B. Evidence Required for Extended Illness Leave. Upon return to work, an employee shall complete an application for Extended Illness Leave form to justify the use of Extended Illness Leave. The Employer may, when an employee utilizes Extended Illness Leave for medical appointments or when the absence is five (5) consecutive work days or more, require the employee to furnish a certificate from a licensed medical practitioner stating the nature of the illness or injury or prognosis. Falsification of either a written signed statement of a practitioner's certificate shall be grounds for disciplinary action including dismissal.

Extended Illness Leave may be granted to an employee upon approval of the Employer once all other available Annual Leave has been exhausted, unless the absence qualifies for FML. The EIL shall be used for purposes of illness as identified in Section 23.2 (C), and may also be used to provide direct care, or meet the transportation needs of an immediate family member made necessary due to an illness or injury.

- C. Extended Illness Leave and any Leave Without Pay for illness purposes shall be charged in minimum units of fifteen (15) minutes.

Section 23.6. Employees reporting off work due to personal illness may be required to report to a physician of the Employer's choosing for examination. The examination shall be at the Employer's expense. Failure to report for the examination shall be considered as insubordination.

Section 23.7. DONATED TIME

- A. All employees of the Employer, including non-bargaining unit personnel, shall be eligible for donated time benefits, subject to the terms of this Section, to relieve hardship resulting from extended illness or Family and Medical Leave. When an employee's leave time is about to be exhausted, the employee may request to be considered for donated time by submitting to the Director:
 - 1. The character of the employee's or family member's ailment; and
 - 2. The health care provider's prognosis.
- B. The approval of donated time shall be solely at the discretion of the Director and can only be used for the condition requested. If the Director approves a recommendation for an employee to be a recipient of donated time, he/she shall so inform all employees by memo. Employees may voluntarily donate annual leave, and/or compensatory time (but not Extended Illness Leave) for the benefit of such approved recipient. Time donated must be in one (1) hour increments.
- C. Donated time shall be converted to its cash equivalence and paid to the recipient at his/her regular hourly rate.
- D. Donated time is available to be used only until the end of the annual leave period (June 30) or until the cited condition ceases to exist, whichever occurs first. Any unused donated time after June 30, or once the cited condition ceases to exist, will be returned to the donor on a prorated basis as determined by the fiscal unit.
- E. In no case will donated time be used to extend an employee's period of active duty beyond a recommended retirement date as established by the retirement board physician.

For any employee with less than one (1) year of service time with the agency, and who has received donated time, additional time may need to be requested on July 1st (the new annual leave period). Any time donated after July 1st will be available to be used only until the employee's anniversary date of hire (when they will receive their own annual leave allotment). Any unused donated time at the anniversary date of hire of the employee will be returned to those employees who donated on a prorated basis as calculated by the fiscal department.

- F. When a request for donated time has been made, the fiscal department will calculate the maximum number of hours the employee would need to complete the annual leave year, or the anniversary date of hire. Upon receipt of the maximum amount of hours, the fiscal department will immediately notify the staff that the full need has been met. Prior to the end of the employee’s allowable donated time (i.e., June 30th or anniversary date of hire) the fiscal department will determine if any individual still possesses unused donated time. In the event that remaining donated time exceeds the possible usage by June 30th, or the anniversary date of hire, the fiscal department will notify the employee that the excess hours available will begin to be computed, and returned to the employees who had donated the time on a prorated basis as calculated by the fiscal department.

**ARTICLE 24
BEREAVEMENT LEAVE**

Section 24.1. In the unfortunate event of death of an employee’s family member, bereavement leave will be granted to allow time for the employee to grieve, to arrange for, and/or attend services, and to handle legal or personal affairs pertaining to the death of the family member. The allocation of time shall be as follows:

RELATIVE	HOURS AVAILABLE
Spouse, father, mother, daughter, son, stepchild, brother, or sister (including stepbrother, stepsister, and stepparent), grandparent, grandchild, and loco parentis.	40
Mother-in-law, father-in-law, daughter/son/brother/sister-in-law	24
Employee’s aunt, uncle, niece, or nephew	8

The Bereavement Leave may be used at any time within thirty (30) calendar days following the death of the specified relative, with supervisory approval following the actual date of death.

Annual leave may be used in addition to bereavement leave with supervisory approval.

**ARTICLE 25
COURT LEAVE**

Section 25.1. PAID COURT LEAVE. The Employer shall grant required leave with pay, where an employee is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body as listed in this Article. Employees will honor any subpoena issued to them, including those for Workers’ Compensation, Unemployment Compensation, State Employment Relations Board, and State Personnel Board of Review

Section 25.2. NON-COMPENSABLE LEAVE FOR PERSONAL COURT BUSINESS. The Employer will not pay employees for appearing in court for cases being heard in connection with the employee’s personal matters, including, but not limited to criminal or traffic charges against

the employee, domestic relations matters for the employee's family, juvenile court matters for the employee's family, etc. These absences may be leave without pay or available vacation leave at the discretion of the employee.

**ARTICLE 26
MILITARY LEAVE**

Section 26.1. Military leave shall be in accordance with State and Federal statutes.

**ARTICLE 27
LEAVES OF ABSENCE**

Section 27.1. DISABILITY LEAVE (Employee Requested).

A. A physically or mentally incapacitated employee who has completed his/her probationary period may request a disability leave. A disability leave for a period not to exceed one (1) year shall be granted when the disability continues beyond paid leave rights provided the employee furnishes satisfactory medical proof of such disability along with his/her request, and the disability is certified by the Employer's designated physician. Any dispute between the physicians shall be settled by a third physician selected in the manner described in B of this Section. In order to be considered for disability leave an employee must submit a written request and be:

1. Hospitalized or institutionalized; or
2. On a period of convalescence following hospitalization or institutionalization prescribed by a physician at the hospital or institution; or
3. Declared incapacitated for the performance of the duties of his/her position. Evaluation costs not covered by any health insurance shall be the responsibility of the employee. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's paid leave has expired.

When an employee is ready to return to work, s/he shall furnish a statement from his/her physician releasing the employee as able to return to work. If, due to the nature of the employee's work and/or illness or injury, the physician's statement contains restrictions on the employee's activity, the Employer shall provide, dependent upon the needs of the Agency and position, the employee with light duty or reduced hours of work in accordance with the restriction until the employee is able to resume the full duties of his/her position, or for a period of ninety (90) calendar days, whichever is less.

B. **EMPLOYER REQUIRED DISABILITY LEAVE:** The Employer may require that an employee submit to a medical or psychiatric examination in order to determine the employee's capability to perform the essential functions of the employee's position, or to perform the duties of a position for which the employee is reasonably suited to perform based on the employee's education, training, or experience. Such examination shall be

conducted by a licensed physician or psychiatrist. The Employer shall provide the employee with a list of three (3) physicians, from which the employee shall select one (1) to perform the examination. The employee must make his/her selection within forty-eight (48) hours. In the event that the employee fails to make his/her selection within the forty-eight (48) hour period, the Employer shall select the physician. The Employer must supply the examining physician with facts relating to the perceived disabling illness, injury, or condition. Additional information may include physical and mental requirements of the employee's position; duty statement, job classification specifications; and position description. The cost of the medical/psychiatric examination shall be paid by the Employer. An employee found to be unable to perform the substantial and material duties of his/her position by such physician shall be placed on Disability Leave as described in part A above.

Section 27.2. NON-MEDICAL LEAVES OF ABSENCE.

- A. The Employer may grant on a case by case basis unpaid leave of absence to employees upon request for a period not to exceed one (1) year. Appropriate reasons for such leaves may include but are not limited to, education, family responsibilities, or holding elective office (where holding such office is legal).
- B. Reinstatement from Leave. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a position in the same pay range, if the employee's former position no longer exists. Any replacement in the position while an employee is on any leave is to be on a temporary basis up to the term or extension of the leave.

Upon request, an employee may be returned to work before the scheduled expiration of leave. If an employee fails to return to work at the expiration of an approved leave of absence or extension thereof, and after receiving notice, does not submit a resignation, the employee will be considered "absent without leave" and shall be subject to immediate termination.

- C. Annual Leave Adjustment. An employee on leave of absence without pay for thirty (30) calendar days or more shall have his/her Annual Leave entitlement adjusted accordingly at the beginning of the next fiscal year.
- D. Abuse of Leave: 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 Employer may cancel the leave and direct the employee to report to work by giving written notice to the employee.
- E. Any employee who has used up all paid leave and wishes to continue his/her insurance while still an employee may do so by paying continuously monthly the regular group rate to the Employer at the Employer specified time.

Section 27.3. BODILY INJURY LEAVE (BIL).

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

**ARTICLE 28
EDUCATION ASSISTANCE**

Section 28.1. Employees who have completed their initial probationary period with the Employer shall be eligible for education assistance of up to \$1,500.00 each agreement year to cover the cost of tuition, books, registration and lab fees. Education assistance shall not exceed \$6,000.00 to employees each agreement year. Funds availability will be based on first-come, first-approved. Once the \$6,000.00 is reached, no more tuition assistance will be granted until the next agreement year. Education assistance is limited to those courses which are job-related and approved in advance by the Director, including elective courses taken towards a job-related degree. If the employee fails the course, receives less than a grade of "C," withdraws, resigns or is removed from his/her position, he/she shall reimburse the Employer for any advanced assistance, or it will be withheld from the employee's pay, and subject to appropriate taxes. Authorized courses must be taken on non-work time, in no pay status, and with no other compensation to employees except for the agree-to tuition assistance. All non-reimbursable grants must be applied for and applied to the cost of tuition, books, registration, and lab fees before submitting to the Employer for tuition assistance. The Employer will only assist up to the amount needed, not to exceed \$1,500.00.

ARTICLE 29
TRAVEL AND MEAL ALLOWANCE

Section 29.1. Employee claims for reimbursement must be made on the designated WCDJFS Travel Expense Report, and the completed form must be submitted to the immediate supervisor. Allowable costs are indicated below:

- A. **Personal Vehicle.** When the employee is required by the Employer to use his/her personal vehicle for Agency directed use, the employee shall be reimbursed for necessary mileage at the rate established by the Internal Revenue Service at the time of the travel. Employees who drive personal or County vehicles as a function of employment must carry liability insurance in accordance with the County Risk Sharing Authority recommendation. Mileage is payable to only one (1) of two (2) or more employees traveling on the same trip and in the same vehicle. The names of each person must be listed on the WCDJFS form. Personal vehicle use for agency business shall be referred to Labor/Management under Article 6.
- B. **Parking.** When the employee is required by the Employer to use his/her personal vehicle for Agency directed use, the employee shall be reimbursed for the necessary parking cost. If the cost of parking exceeds \$1.00, a receipt must be submitted to claim reimbursement.
- C. **Lodging.** Reimbursement for lodging is allowed at the meeting site (if available) or at the nearest commercial lodging establishment to the meeting site provided the cost is only for prior approval employees and is at the lowest rate available for government employees. No reimbursement will be made for lodging within the Employer's headquarter county or within the employee's county of residence. A receipt for the allowed lodging must be submitted to claim reimbursement.
- D. **Meals.** Reimbursement for meals is made only when travel status is outside of the County, and only for meals purchased outside of Washington County. Meals are defined as breakfast, lunch and supper, and do not include snacks, treats or desserts taken other than at meal time.

On one (1) day travel days, the employee may claim up to \$20.00 of actual food expenses, regardless of the length of the travel day. When overnight travel is required (but not elected under Section 32.3) to a site more than 90 miles from the Agency, the employee may claim up to \$35.00 of actual food expenses for each travel day. In order to be eligible for reimbursement, the employee must submit receipts showing payment for meals with the forms provided by the Employer, and pursuant to the Employer's procedure. Meal reimbursement is not available when out of County travel is part of the normal work day activity.

- E. **Registration or Conference Fees.** When the employee is required by the Employer to attend an Employer directed activity, the registration or conference fee will be reimbursed by the Employer provided a receipt is submitted.

- F. All travel must be prior approved by the Employer or designee and in addition, all out of county travel must be prior written approved by the Washington County Commissioners.

ARTICLE 30 SEVERANCE PAY

Section 30.1. An employee who terminates employment for any reason shall receive compensation for all hours worked, but unpaid, any accumulated compensatory time (payable at his/her current hourly rate or his/her average hourly rate for the past three (3) years, whichever is higher), and a prorated amount of unused Annual Leave credit. "Prorated amount" of Annual Leave not used is determined by dividing the Annual Leave entitlement by twelve (12) months multiplied by the number of months since the beginning of the Annual Leave year, and subtracting from that the number of days used by the employee since the beginning of the Annual Leave year. Carryover Annual Leave as permitted in Section 23.3 will be paid out at the rate of fifty percent (50%) of the balance. An employee who has used more than his/her prorated entitlement shall have the difference deducted from his final pay, but shall not be liable for any payment beyond the amount of the final pay.

Section 30.2. Payment Upon Termination. Unused annual leave time banked into Extended Illness Leave shall be paid to the employee at time of termination of employment or retirement, by multiplying total number of hours 2/3 times 50% of the final rate of pay. The maximum amount of time convertible under this provision is limited to three (3) times the employee's annual leave entitlement.

ARTICLE 31 WAIVER IN CASE OF EMERGENCY

Section 31.1. When, due to such events as acts of God or civil disorder/disaster, an emergency is declared either by the President of the United States, the governor of the State of Ohio, the Director of the Washington County Emergency Management Agency, Washington County Director of Red Cross, or the Federal or State legislature; or

In the event of emergency conditions as determined by the Director of Washington County Department of Job and Family Services resulting in dramatic increases in requests for services due to weather conditions, layoffs, labor strikes- or civil disaster, then; the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for Management's replies on grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Section 31.2. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed, prior to the emergency.

ARTICLE 32 JOB TRAINING

Section 32.1. The Employer and the Union recognize the need for job training in order that job services are efficiently and effectively provided and employees are afforded the opportunity to develop their potential job skills. Management is committed to working with the Union in developing curriculums for each classification within the Agency. Employees shall have access to ODJFS training schedules. Attendance at trainings is subject to the operating requirements of the Agency, and is solely at the discretion of the employer.

Section 32.2. Every new employee will receive appropriate training per their position's curriculum. Training will include current procedures, forms, methods, techniques, materials and equipment in regard to the performance of their job.

Section 32.3. Whenever employees are required to participate in job, required training programs or meetings, they shall be allowed time off from work with regular work day pay to attend such training or meetings. Employees will be given the option, for out of county travel and not within employee's resident county if the distance to be traveled is ninety (90) miles or more, of traveling the day before the meeting on necessary Agency time or to go the day of the meeting. If an employee's necessary work time to attend Employer directed employee job training or meeting ends before the employee's normal quitting time, the employee is to report back to work and complete the hours remaining in his/her work day unless adjusted as per Section 17.8.

The cost of the actual job training session required by the Employer of the employee shall be paid by the Employer. The other travel cost will be reimbursed if allowable in Article 29 on Travel and Meal Allowance. Reasonable effort will be made to equitably distribute job training opportunities among employees when available and money permits. Upon completion of a job training program, the employee may forward a certificate or other appropriate recognition of job training completion to the Agency for placement in the employee's personnel file.

Section 32.4. Upon request by the Union, but no more than one time per year, the Employer shall contact PERS, the health insurance carrier, Deferred Compensation to inform them of a need to schedule a presentation to be given to the employees. If possible, these presentations shall be scheduled during regular work hours.

Section 32.5. The Union is encouraged to provide information to the Employer in the development of job training programs for employees. Such information can be offered during Labor/Management Committee meetings.

Section 32.6. Whenever new equipment or technological changes significantly affect operations, the Employer will provide notice to the Union immediately once the Employer is aware. The Employer, whenever possible, will provide training to specific employees to acquire the job skills and knowledge necessary for the new equipment or technological change. Therefore, the employee, if job training is required by the Employer, shall be required to attend the job training unless excused by management.

ARTICLE 33
UNIFORMS, TOOLS, EQUIPMENT, AND VEHICLES

Section 33.1. The Employer will provide a minimum allotment of five (5) sets of washable uniforms to Maintenance Repair Workers. It is the employee's responsibility to report to work in a clean uniform and their responsibility to wash them. The Employer will replace uniforms on an as needed (worn) basis.

Maintenance Repair Workers will be reimbursed for prescription safety glasses once every two (2) years in an amount equal to that reimbursed by the AFSCME Care Plan.

Section 33.2. The Employer shall furnish and both the Employer and employee shall maintain in good condition the equipment needed by the employees to perform their jobs.

It shall be the employee's responsibility to report to his/her immediate supervisor any defect in the tools or equipment. If the supervisor does not correct the defect within five (5) days, the employee shall report to the union steward.

No employee shall be required to operate equipment that any reasonable operator in the exercise of ordinary care would know could cause injury to the employee or anyone else.

Section 33.3. Vehicles owned or leased by the Employer shall be kept in good mechanical condition. It shall be the employee's responsibility to report any vehicle malfunction to his/her supervisor.

ARTICLE 34
DURATION OF AGREEMENT

Section 34.1.

- A. This Agreement shall be effective as of August 3, 2014 and shall remain in full force and effect until 11:59 p.m. on August 3, 2017.
- B. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than sixty (60) days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.
- C. The Union agrees that there shall be no interruption of work for any cause whatsoever, nor shall there be any work slowdown or other interference with the services of the Employer during the term of this Agreement.
- D. When the Employer notifies the Union President that any employees of the bargaining unit, individually or collectively, are engaged in any strike activity, as outlined above, the Union President agrees to disclaim approval by the Union of the strike and instruct all

employees to return to work immediately. Any employee failing to return to work or who participates in or promotes such strike activities as previously outlined shall be subject to disciplinary action on an individual basis, up to and including discharge.

- E. Nothing herein shall restrict any statutory rights of the Employer to act in regard to an illegal strike by its employees.

The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of employees of the bargaining unit, during the term of this agreement, any extension thereof or during negotiations for any successor Agreement.

ARTICLE 35 WEATHER EMERGENCY

When the County is in a state of emergency, as declared by the County Sheriff, the Director may, with approval of the County Commissioners, declare the Agency closed. Such days/hours shall be with pay for the time the Agency is closed.

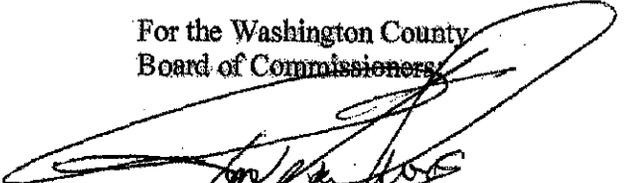
If the Agency is not closed, but road conditions due to snow, flooding or ice prevent an employee from getting to work, that employee may take vacation, personal, or comp time. The worker may opt to use available leave time or to take this as unpaid leave.

SIGNATURE PAGE

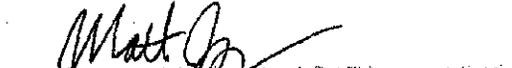
In Witness Whereof, the parties have hereunto signed by their authorized representatives this 6th day of November, 2014.

For the Washington County Board of Commissioners:

For AFSCME, Local #772, and Ohio Council 8:



Ronald L. Feathers, President



President Local 722



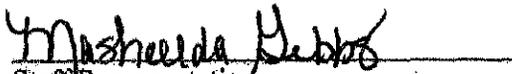
David A. White



Vice President Local 722

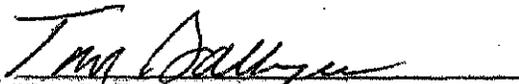


Timothy C. Irvine

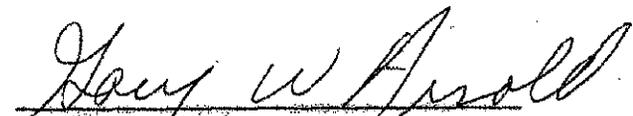


Staff Representative

For the Washington County Department of Job and Family Services:



Tom Ballengee, Director



Staff Representative 0-C-8



James E. Schneider, Prosecuting Attorney

Staff Representative



Chief Negotiator

Approved and journalized by the Washington County Board of Commissioners on this 6th day of November, 2014

Resolution number 1106

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