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14-MED-09-1082  
2119-01  
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**AGREEMENT**

**BETWEEN**

**SCIOTO COUNTY CHILDREN SERVICES BOARD**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
OHIO COUNCIL 8, LOCAL 2718, AFL-CIO**

**SERB Case No. 11-MED-06-0924**

**January 1, 2015 to December 31, 2017**

## TABLE OF CONTENTS

	<u>Page</u>
Preamble .....	1
Article 1 Recognition .....	1
Article 2 Management Rights .....	1
Article 3 Dues Check-Off .....	2
Article 4 Union Representation.....	4
Article 5 Grievance Procedure .....	6
Article 6 Discipline .....	9
Article 7 Seniority and Other Issues .....	10
Article 8 Job Posting/Bidding and Transfer.....	11
Article 9 Probationary Period .....	12
Article 10 Layoff and Recall.....	13
Article 11 Labor Management Meetings .....	14
Article 12 Work Rules .....	15
Article 13 Nondiscrimination.....	16
Article 14 Health and Safety.....	16
Article 15 Hours of Work or Overtime.....	17
Article 16 Call-Out.....	19
Article 17 Paid Leaves .....	19
Article 18 Unpaid Leaves .....	20
Article 19 Sick Leave.....	21
Article 20 Holidays .....	23
Article 21 Vacation .....	24
Article 22 Family and Medical Leave Act.....	25
Article 23 Weather Emergencies .....	26
Article 24 Travel Allowance.....	27
Article 25 Insurance .....	27
Article 26 Wages and Compensation.....	28
Article 27 Drug Testing .....	28
Article 28 Sub Contracting .....	31
Article 29 Bargaining Unit Work.....	31
Article 30 Contract Reproduction .....	31
Article 31 Job Descriptions.....	31
Article 32 No Strike/No Lockout.....	31
Article 33 P.E.O.P.L.E. Check-Off.....	32
Article 34 Waiver of Ohio Civil Service Laws.....	32
Article 35 Waiver in Case of Emergency .....	34
Article 36 Savings Clause .....	34
Article 37 Duration .....	34
Signature Page .....	35
Appendix A.....	36

## **PREAMBLE**

This Agreement entered into by the Scioto County Children Services Board, hereinafter referred to as the Employer, and Local #2718, and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose to set forth the full and complete understandings and agreements between the parties governing the rates of pay, hours of work, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

## **ARTICLE 1** **RECOGNITION**

**Section 1.1.** The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees included within the bargaining unit as a result of the State Employment Relations Board's order of April 24, 2007, in Case No. 06-REP-06-0081, and is defined as follows:

Included: All employees of the Scioto County Children Services Board.

Excluded: All management-level, supervisory, and confidential employees as defined in the Act, and all seasonal and casual employees as defined by SERB, including Administrative Secretary 1, Attorney 1, Business Administrator, Child Welfare Caseworker Supervisor 2, Executive Director, and Personnel Manager.

**Section 1.2.** If the Employer adds new job titles, the Union may request negotiations regarding the inclusion of the new titles within the bargaining unit. If requested by the Union, the Employer and the Union shall meet at least once to negotiate regarding inclusion of new titles within the bargaining unit and wage rates for those new titles. Disputes regarding wage rates and inclusion of a job title within the bargaining unit are not arbitrable.

If the Employer and the Union cannot reach agreement, either may petition the State Employment Relations Board for unit clarification or amendment of certification, whichever is appropriate. This section neither waives nor modifies any jurisdictional requirement of the State Employment Relations Board regarding petitions to amend certification or clarify a bargaining unit.

## **ARTICLE 2** **MANAGEMENT RIGHTS**

**Section 2.1.** The Employer reserves all the customary rights, privileges or authority of Management, except as modified by the express terms of this Agreement, including but not limited to the following:

- A. The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered; the determination, purpose and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of facilities and installations; and the additional discontinuance of any services, facilities, equipment, materials or methods of operation;

- B. The right to determine starting and quitting times, work schedules and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean up time; and to determine the amount of supervision necessary;
- C. The right to determine the method or process by which work is performed; the right to contract, subcontract, and purchase work, processes, or services; to adopt, revise, enforce or delete working rules and carry out cost control and general improvement programs;
- D. The right to establish, change, combine, or discontinue job classifications and prescribe and assign job locations and relocations and job duties, content and classification and establish wage rates for any new or changed classifications;
- E. The right to determine the existence or nonexistence of facts which are the basis of Management decision;
- F. The right to establish or continue policies, practices or procedures for the conduct of the Employer's business and its services to the citizens of Scioto County and, from time to time, to change or abolish such practices or procedures;
- G. The right to establish training programs and upgrade requirements for employees within the Employer;
- H. The right to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty.

**Section 2.2.** The foregoing specific rights shall in no way be a limitation on general Management rights of the Employer to direct or control the work forces and general affairs of this Employer. Nothing in this Agreement shall be interpreted as an abdication of said authority or responsibility, and the only limitations on the Management's rights shall be the specific limitations agreed upon in this Agreement.

### **ARTICLE 3** **DUES CHECK-OFF**

**Section 3.1.** The Employer agrees to deduct regular Union membership dues in amounts authorized by the Union, from the pay of any bargaining unit employee eligible for membership dues and who is a member in the Union, and upon the individual employee voluntarily signing and submitting a written authorization for dues deduction. Upon receipt of the proper authorization form and following successful completion of sixty (60) calendar days of employment with the Employer, the Employer will deduct Union dues from the employee's payroll check for the pay period following the pay period in which the authorization was received and in which dues are normally deducted by the Employer.

**Section 3.2.** The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article. The Union agrees to indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer hereunder. It shall be the responsibility of the employee to obtain appropriate refunds from the Union. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 3.3.** The Employer shall be relieved from making such "check-off" deductions upon termination of employment, transfer to a job other than one covered by the bargaining unit, layoff from work, approved leave of absence without pay, or revocation of the check-off authorization. A copy of any notice of revocation of dues deduction authorization shall be submitted to the Union following receipt by the Employer.

**Section 3.4.** The Employer shall not be obligated to make dues, fees or assessment deductions of any kind from any employees who, during any dues month involved, shall have failed to receive sufficient wages to equal the deductions.

**Section 3.5.** It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions except as follows. If a claim of error is made to the Employer in writing within one hundred twenty (120) calendar days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues, fees and assessments shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

**Section 3.6.** Deductions provided for in this article shall be made in equal amounts, twice monthly. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification from the Union, will make the appropriate deduction from the following pay period(s). No deduction for a pay period shall exceed the equivalent of two (2) months regular dues.

**Section 3.7.** Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement, subject to Section 4.3, unless an eligible employee certifies, in writing, that the dues check-off authorization has been revoked, at which point the dues deduction will cease effective the pay period following the pay period in which the written dues deduction revocation was received by the Employer. A copy of the written revocation shall be forwarded to the Union. All dues, fees, and assessments shall cancel upon the termination date of the Agreement, unless the parties agree otherwise.

**Section 3.8.** The amount of dues to be deducted shall be certified to the Employer, in writing, by the Union. Changes in rates of deduction shall be effective thirty (30) calendar days after notice is received by the Employer or on the next payday from which dues are customarily deducted, whichever is later.

**Section 3.9.** The Employer agrees to remit a warrant in the aggregate amount of the deduction to the Controller of AFSCME/Ohio Council 8, 6800 North High St., Worthington, Ohio 43085-2512, no later than twenty (20) calendar days following the end of the pay period in which the deduction was made. Such warrant shall be accompanied by a listing of the employees for whom deductions were made.

**Section 3.10. Fair Share Fee:** All bargaining unit employees who are not members in good standing of the Union are required to pay a fair share fee to the Union as a condition of continued employment. All bargaining unit employees who do not become members in good standing of

the Union are required to pay a fair share fee to the Union, as a condition of employment. This condition is effective sixty-one (61) days from the employee's date of hire, or the date this Agreement is signed by the parties, whichever is later.

The fair share fee amount will be certified to the Employer by the Union. The deduction of the fair share fee from any earnings of the employee is automatic and does not require a written authorization for payroll deduction. The Employer agrees to notify newly hired employees of the requirement to pay the fair share fee.

The deductions of fair share fees will not be made until the Employer receives written notice to begin deductions from the Controller of Ohio Council 8.

Payment to the Union of fair share fees deducted will be made according to the same provisions of the Agreement that govern the payment to the Union of the regular dues deductions.

The payment will be accompanied by an alphabetical list of the name and current address of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted.

#### **ARTICLE 4** **UNION REPRESENTATION**

**Section 4.1.** The Employer shall grant reasonable access to non-employee representatives of the Union to attend meetings or perform duties, to the extent the meetings or duties are specifically allowed by this Agreement. Non-employee Union representatives shall first report to the main front desk and notify the Executive Director or designee prior to entering any of the premises of the Employer.

**Section 4.2.** The Employer shall recognize the President or designee and two (2) employees to act as Union stewards of Local #2718 for purposes of representation as specifically outlined in this Agreement.

**Section 4.3.** The writing and investigating of grievances shall be on non-work time, but may be conducted during working hours, provided that the employee has permission of their supervisor. Such permission shall not be unreasonably denied. In no event shall time spent writing grievances or investigating grievances be considered as overtime or paid time outside the employee's regular working hours. Prior to leaving their work areas to conduct business or activities pursuant to this section, employees must notify their supervisor. Upon arriving at a different work area or unit employees shall notify the supervisor of that work area. Supervisors shall maintain the right to schedule activities so as to minimally impact their unit's work production.

The Union agrees that time spent writing and/or investigating grievances will be spent solely for that purpose and shall not be abused. Any claims by Management of abuse of release time shall be a subject for a Labor Management meeting.

**Section 4.4.** The Union shall provide the Employer an official roster of its local officers, assigned Union representatives and stewards, which is to be kept current at all times by the Union and shall include the following:

- A. Name
- B. Jurisdictional area (stewards only)
- C. Union position held
- D. Work address and phone number of non-employee representatives

No employee shall be recognized as a Union representative until the Union has presented the Employer with written notice of that person's selection.

**Section 4.5.** The Union agrees that no representatives of the Union, either employee or non-employee, shall interfere with, interrupt or disrupt the normal work duties of employees.

**Section 4.6. Bulletin Boards.**

- A. The Employer agrees to provide the Union bulletin board space for the exclusive use of the Union, to be located in an agreed upon area.
- B. The Union may post the following items without prior permission of the Employer:
  - 1. Notices of Union meetings
  - 2. Notices of elections
  - 3. Notices of social or recreational events
  - 4. Notices of conferences or conventions
  - 5. Notices of appointment of Union representatives

All other notices must be reviewed by the person designated by the Employer before posting to ensure that the notices are not defamatory, obscene, or politically partisan.

- C. No notice may contain anything political, controversial, defamatory, obscene, or critical of the Employer or of any employee or other person. The Employer agrees that if any material on a Union bulletin board is deemed to be in violation of this Agreement, the Employer shall notify the Union President or designee and request that the material be removed.
- D. All postings must bear the date of posting and a signature of the local Union official or steward who is responsible for the posting.

**Section 4.7. Union Leave.** Union delegates or alternates to the annual conventions of the Union Council and the biennial conventions of AFSCME AFL-CIO and/or employees designated by the Union to attend meetings may be granted time off without pay for the purpose of participating in such conventions and/or attend meetings or conduct union related duties, not to exceed ten (10) total days per year. Employees may opt to use vacation subject to operational demands. Requests will not be unreasonably denied. As much advance notice as is practicable of such attendance or usage shall be required and given to the Director or designee, identifying the employee and requested date(s) of usage.

**ARTICLE 5**  
**GRIEVANCE PROCEDURE**

**Section 5.1.** The term "grievance" shall mean an allegation by a bargaining unit employee or the Union alleging a violation, misinterpretation, or misapplication of a specific provision of this Agreement, or a claim that the Employer has taken disciplinary action without just cause. Any dispute or grievance which would change the terms of this Agreement is not a grievance and is not subject to the grievance procedure.

**Section 5.2.** A grievance, under this procedure, may be brought by any member of the bargaining unit or the Union. Grievances filed on behalf of the Union must be signed by an employee of the agency. Employees may utilize this procedure without fear of reprisal. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, all must sign the grievance, and one (1) member selected by such group will process the grievance.

**Section 5.3.** All grievances must be processed at the proper step in the progression in order to be considered at the next step. Grievances involving suspensions or discharges may be filed directly at Step 2. 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. For the purposes of the time limits contained herein, a grievance must be presented at each applicable step no later than 3:30 p.m. on the last day.

Any grievance not answered by the Employer's representatives within the stipulated time limits shall be considered to have been answered in the negative and may be appealed by the grievant or the Union to the next step of the grievance procedure. The Employer shall provide notice to the employees and the Union of the Employer's designation of "Department Manager" to be utilized for the purposes of Step 1.

**Section 5.4.** "Days" as used in this article shall be normal working days Monday through Friday and shall not include Saturdays, Sundays, or holidays unless calendar days are specified. The time limits provided for in this article may be extended by mutual agreement in writing between the Employer and the Grievant and/or Union.

**Section 5.5.** A grievance must be submitted within five (5) working days after an employee and/or Union knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed. In no case will a grievance be considered which is submitted later than thirty (30) calendar days following the date of the facts. This thirty (30) calendar day limit is designed to accommodate employees who were on leave status at the time of the occurrence of the facts. An employee returning from leave has five (5) working days to file a grievance over an occurrence during the term of her leave, provided the thirty (30) day limit is not exhausted.

**Section 5.6.** Prior to submitting a grievance in writing to the formal procedure, an employee may discuss the dispute with her supervisor in an attempt to reach resolution, however, it is the employee's and/or Union's responsibility to protect the time limits in which to file a formal written grievance at Step 1.

**Section 5.7.** At any point in the grievance procedure, the Union may request to utilize mediation to address the grievance. The parties must mutually agree to elect to utilize mediation. If mediation is agreed to, the parties agree to use SERB or Federal Mediation and Conciliation Services (FMCS) and follow SERB and/or FMCS guidelines.

**Section 5.8.** The following steps shall be followed in the processing of a formal grievance:

Step 1: Within the established time limits specifically enumerated in Section 6.5 above, the employee shall submit a written grievance to the employee's Department Manager. It shall be the responsibility of the Department Manager to investigate the matter. If the Department Manager determines that a meeting is necessary, the meeting shall be between the Department Manager, the grievant, and a Union steward and shall be held within five (5) work days after the submission of the grievance. A written response shall be provided to the employee and the Union within five (5) working days following the day on which the matter was submitted or if a meeting was held, five (5) working days following the meeting.

Step 2: If the grievance is not settled at Step 1, the employee and/or the Union shall submit the grievance to the Executive Director or designee within five (5) working days of receipt of the Step 1 response. The Executive Director or designee shall meet with the employee and a representative of the Union which may include an AFSCME staff representative, if the employee desires, within ten (10) working days of submission of the grievance to Step 2 to discuss the grievance. The Executive Director or designee shall provide a written answer to the employee and the Union within ten (10) working days of the meeting.

Step 3: Grievance Mediation: If the grievance is not satisfactorily settled at Step 2, the Union and the Employer may, within ten (10) working days, submit the grievance to mediation only by mutual agreement. The parties shall use Federal Mediation Conciliation Service (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.

The parties shall ask the mediator to determine when the mediation process is declared concluded or closed. Once the mediation process is declared concluded or closed, the time lines for filing for arbitration shall be ten (10) working days following such declaration by the mediator.

Step 4: ARBITRATION: If the Union is not satisfied with the answer received at Step 2, the Union may submit the grievance to arbitration, by serving written notice of desire to do so by U.S. Mail, presented to the Executive Director within thirty (30) calendar days after receipt of the decision at Step 2 or 3.

Any request for arbitration or notice of intent to arbitrate which is not actively pursued for a period of thirty (30) calendar days or more without a mutual agreement by the parties to extend such period, shall cause the grievance to be considered resolved based upon the Employer's last answer.

After receipt of a request to arbitrate, the representatives of each of the parties (AFSCME/OC 8 and the Employer) shall select an arbitrator. The arbitrator shall be selected in the following manner: The Federal Mediation and Conciliation Service (FMCS) shall be requested by the Union to submit a panel list of nine (9) arbitrators to each party from Sub-Region Ohio, NAA arbitrators only. The parties shall alternately strike the names of the arbitrators until only one (1) name remains.

Either party may once reject a list and request from the FMCS another list of nine (9) names until a mutually agreeable arbitrator is selected.

The arbitrator shall limit his decisions strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement, and shall be without power or authority to make any decision:

- A. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable law;
- B. Recommending any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated, or making any award based on rights arising under any previous Agreement; or
- C. Establishing any new or different wage rates not negotiated as part of this Agreement.

In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding on the Grievant, the Union and the Employer. The arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of testimony and argument or submission of final briefs.

The costs and fees of the arbitrator shall be borne equally by the Union and the Employer. Case presentation costs shall be borne by each party incurring such expenses. The expenses of any non-employee witness shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts. Any bargaining unit member whose attendance is required for such hearings shall not lose pay or benefits to the extent such hearing hours are during normally scheduled working hours on the day of the hearing, and for only such time as the employee is required to be present at the hearing.

**Section 5.9.** When an employee covered by this Agreement chooses to represent herself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union grievance representative will be notified of her right to be present at the adjustment.

**Section 5.10.** All written grievances should contain the following information:

- A. Aggrieved employee's name, classification, and signature;
- B. Date grievance is being filed;
- C. Date, time and location (if appropriate) of incident giving rise to the grievance;
- D. A description of incident or statement of perceived facts;
- E. Sections of the Agreement alleged to have been violated;
- F. Desired remedy to resolve the grievance.

**Section 5.11.** Only discipline resulting in suspension, reduction in pay and/or position, or discharge shall be arbitrable under this Agreement. Written and verbal reprimands may be grieved directly to Step 2, but may not be appealed to arbitration. Grievances involving suspensions or discharges may be filed directly at Step 2.

**Section 5.12.** Two (2) or more grievances may not be joined or consolidated except upon mutual agreement of both parties.

**Section 5.13.** Both the employee and the Employer shall have the right to present witnesses as are necessary for the explanation and investigation of the grievance. The Union shall give twenty-four (24) hours advance notice whenever practicable to the Employer of the name(s) of any witness(es) requested who are employees of the Agency before the applicable step of the grievance procedure.

**Section 5.14.** The procedures set forth in this article shall be the sole and exclusive procedures for resolving any grievance or dispute which was or could have been raised by an employee covered by this contract. It is expressly understood that the procedures set forth in this article completely replace (and are not in addition to) any appeal process of the State Personnel Board of Review or of any such set of procedures.

## **ARTICLE 6** **DISCIPLINE**

**Section 6.1.** All disciplinary action shall be for just cause.

**Section 6.2.** Job Coaching (twelve [12] months), verbal (twelve [12] months), and written reprimands (eighteen [18] months) will be removed from employees' personnel files and placed in an alternate file after the effective date of the reprimand providing there is no intervening written notice of disciplinary action during the effective period.

**Section 6.3.** Suspensions will be removed from an employee's personnel file and placed in an alternate file twenty-four (24) months following the date of the suspension providing there is no intervening written notice of disciplinary action during the twenty-four (24) month period.

**Section 6.4.** For purposes of progressive discipline, the Employer shall not take into account any reprimands or suspensions which would have been removed by the procedure in Sections 7.2 and 7.3 herein.

**Section 6.5.** Whenever the Employer determines that an employee may be suspended, demoted, or terminated for disciplinary reasons, the Employer shall notify the employee and the Union in

writing of the charges against the employee. A mutually agreeable date and time will be set to hold the hearing.

The employee and/or the Union representative if so requested by the employee, shall have an opportunity to respond orally or in writing to the charges prior to discipline being imposed.

**Section 6.6.** In any investigatory interview between a bargaining unit employee and a member of the administration where it is reasonably expected that discipline of the employee being interviewed may result, the affected employee may request that a Union representative be present.

**Section 6.7.** An employee who has been disciplined by suspension, demotion, or discharge will be given a written statement apprising the employee of the effective date(s) of the suspension, demotion, or discharge. The Local Union President or designee shall receive a copy of any suspension, demotion, and/or discharge notice.

**Section 6.8.** Any suspension shall be for a specific number of days on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension only.

**Section 6.9.** Each employee may request to inspect his or her official personnel file maintained by the Employer. Inspection of personnel files shall be by scheduled appointments. Appointments shall be during the regular scheduled work hours of the Employer. An employee shall be entitled to have her assigned steward accompany her during such review. An employee shall be entitled to one (1) copy of any documents in his or her file.

**Section 6.10.** Verbal warnings and written reprimands may not be appealed to the arbitration step of the grievance procedure.

**Section 6.11.** Grievances involving disciplinary suspensions, demotions, or terminations may be filed directly at Step 2 of the Grievance procedure.

**Section 6.12.** A newly hired probationary employee may be terminated anytime during the probationary period and shall have no appeal over such removal.

## **ARTICLE 7**

### **SENIORITY AND OTHER ISSUES**

**Section 7.1.** Bargaining unit seniority shall be computed on the basis of uninterrupted length of continuous service with the Scioto County Children Services Board.

Classification seniority is the uninterrupted length of continuous service in the employee's current classification.

The following situations shall not constitute an interruption in continuous service:

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave;

- C. Military leave;
- D. A layoff of two (2) years duration or less.

**Section 7.2.** The following situations constitute an interruption in continuous service for which seniority is lost:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than two (2) years;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, or disability;
- E. Failure to return to work at the expiration of leave of absence; and
- F. Resignation.
- G. Transfer out of the bargaining unit (at the completion of six [6] calendar months).

**Section 7.3.** Effective for employees hired following the signing of this Agreement, ties in seniority shall be broken by the affected employees drawing numbers from a box with the employee having the lowest number being the more senior. The Union Local President or designee shall be present at the drawing.

**Section 7.4.** The Employer shall post and provide the local Union President with a seniority list annually within fourteen (14) calendar days after the effective date of this Agreement and thereafter, showing the seniority of each employee in the bargaining unit by classification and bargaining unit. Any employee shall have ten (10) working days after the list is prepared and posted in the department to protest his position on that list. If no challenge is received, the list shall be deemed accurate for the remainder of the posting period.

**Section 7.5.** The Employer shall provide the local Union President with the following list semiannually:

- A. Names, addresses and telephone numbers of current employees and those who have left the bargaining unit or are on an unpaid leave of absence and;
- B. Names, addresses and telephone numbers of new hires and transfers into the Union.

## **ARTICLE 8**

### **JOB POSTING/BIDDING AND TRANSFER**

**Section 8.1.** The Employer shall determine when a vacancy exists. The Employer shall post, internally on one (1) bulletin board specified for such postings, vacancies which occur or are imminent within the Board except in those cases where an employee is eligible for reinstatement from layoff to the vacant position. Each announcement shall specify the title and nature of the

job, the required qualifications, rates of pay, and the deadline and place of application. Each announcement shall be posted for five (5) working days, including the date it was first posted. Any employee who wishes to be considered for a vacancy shall file a written application with the Executive Director or designee no later than the end of the posting period. Applications not timely filed shall not be required to be considered. Employee applicants bear the responsibility for ensuring that all verifications of qualifications are supplied to the Executive Director or designee and/or in their personnel file prior to the expiration date of the posting. Employees who are on an approved vacation may file a written application with the Executive Director or designee not later than three (3) working days following the employee's return from the approved vacation.

**Section 8.2.** The Employer will consider the following criteria in selecting the successful applicant: experience, ability to perform the essential functions of the job; records of attendance, discipline, education, and seniority. All criteria will be considered equally important. Employee applicants shall be evaluated first for the vacancy where possible. However, no guarantee exists that employees who meet minimum qualifications will receive the job. The Employer will select the most qualified applicant based on these criteria. In the event all of the above named criteria are equal, seniority shall be the deciding factor.

**Section 8.3.** In the event of a promotion, the employee will be placed in the appropriate step that will afford the employee a minimum of a three and one-half (3.5%) percent increase.

**Section 8.4.** Employees who are temporarily assigned in writing by the Employer and actually work in a higher classification for two (2) calendar weeks shall be paid at the step of the higher classification which gives the employee at least a five percent (5%) hourly wage increase retroactive to the first day worked. Employees temporarily assigned to a lower classification shall continue to receive their current rate of pay.

## **ARTICLE 9** **PROBATIONARY PERIOD**

**Section 9.1.** Every newly-hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer. All employees' new hire probationary period shall be for a period of six (6) calendar months. A newly hired probationary employee may be terminated any time during his or her probationary period and shall have no appeal over such removal.

**Section 9.2.** Any newly-promoted employee will be required to successfully complete a probationary period in his or her newly-appointed position. The probationary period for a newly-promoted employee shall begin on the effective date of the promotion and shall continue for a period of six (6) calendar months. A newly-promoted employee may be returned to her former position any time during this probationary period. The Employer will conduct a performance evaluation at approximately the midpoint during the probationary period and at least one (1) additional evaluation prior to the end of the employee's promotional probationary period to ensure the employee's fitness to continue in the position. In the event a promoted employee is returned to their former position by the Employer or themselves during probation,

the employee(s) subsequently displaced will have no right to file a grievance relating to their being returned to their former positions.

**Section 9.3.** Newly hired and promoted probationary employees shall not be eligible for promotion to any other position until they have completed their probationary periods.

**Section 9.4.** For both new hire and promotional probationary periods, time spent on any leave of absence without pay and any paid leave of absence in excess of ten (10) working days shall not be counted as part of the probationary period. The probationary period shall be extended by a corresponding period of time. The Employer agrees to notify the employee and the Union of a probationary period extension.

## **ARTICLE 10 LAYOFF AND RECALL**

### **Section 10.1. Layoff.**

- A. When the Employer determines that a layoff or job abolishment is necessary because of lack of work, lack of funds, or job abolishment, the Employer shall notify the affected employees and the Union five (5) days in advance of the effective date of the layoff or job abolishment. If the employee's wages are paid through grant monies or restricted funds, and such monies or funds are terminated without prior notification to the Employer, the employee may be laid off effective immediately upon receipt of notice under this article, subject to the displacement and recall provisions of the remainder of this article. The Employer agrees to discuss the impact of the layoff on bargaining unit employees with representatives of the Union. The Employer and Union may agree to implement a paper layoff process under which employees who are to be laid off or displaced may be required, before the date of the actual layoff, to preselect their options for displacing other employees.
- B. The Employer will first layoff all intermittent, casual, seasonal, and temporary employees within the classification of layoff, except that this shall not apply to employees receiving compensation from a special project funding source.
- C. The Employer shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in order of bargaining unit seniority within the classification of the affected layoff, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

**Section 10.2. Bumping Rights.** Except for a mutually agreed to paper layoff process pursuant to Section 11.1 above, the following shall apply. Any employee receiving notice of layoff shall have one (1) workday following receipt to exercise any right to displace (bump) the least senior employee in the same classification. If there is none, then the employee may displace (bump) the least senior employee in a lower classification within the classification series, provided that the employee has more bargaining unit seniority than the employee displaced. Employees displaced pursuant to this provision may in turn displace the least senior employee in a lower classification in the same classification series, provided the employee has more bargaining unit seniority than

the employee displaced. This procedure shall continue successively until the last employee in the lowest classification in the classification series has been reached, and if necessary, laid off. Any employee displaced from his/her position shall have one (1) workday to exercise her bumping rights.

**Section 10.3. Recall.**

- A. When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees to the classification from which they were laid off or any lower classification in the same classification series. The Employer shall recall such employees according to bargaining unit seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of two (2) years after the effective date of the layoff.

When the Employer recalls persons off the list, they shall be recalled to their previous classification, but not necessarily to the shift or unit at which they were working when laid off.

Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer may comply by mailing the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the employee. It is the responsibility of the employee to provide the Employer with her latest mailing address.

- B. In the case of a layoff, the recalled employee shall have seven (7) calendar days following the date of mailing of the recall notice to notify the Employer of her intention to return to work and shall have fourteen (14) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice or agreed to by the Employer.
- C. Employees bumping, displaced, or recalled into another position shall receive the pay rate of the position in which the remaining work falls or into which the employee is recalled.

**Section 10.4. Abolishment.** Means the permanent deletion or removal of a position(s) of the Employer due to a lack of continued need, as a result of a reorganization for the efficient operation of the Employer, for reasons of economy, or due to a lack of work.

**ARTICLE 11**  
**LABOR MANAGEMENT MEETINGS**

**Section 11.1.** The Employer agrees that he or his designee(s) shall meet by mutual agreement but not less than quarterly with three (3) representatives of the Union at a mutually agreeable time and place to discuss matters which may include the following:

- A. Changes contemplated by the Employer that may affect bargaining unit employees;
- B. Ways to increase productivity and improve effectiveness;

- C. Issues of interest to bargaining unit employees;
- D. Quality of work issues; or
- E. Matters of contract administration that are not subject to the grievance procedure.

**Section 11.2.** The parties will submit an agenda at least five (5) days prior to the meeting specifying the topics they wish to discuss and the names of the Union representatives who will be attending.

**Section 11.3.** Participants in Labor Management meetings shall not lose straight time pay for such time spent in such meetings held during regular working hours. The meeting may be attended by a representative of the Council and/or representative of the International Union.

## **ARTICLE 12** **WORK RULES**

**Section 12.1.** The Employer or her designee(s), in order to carry out statutory mandates and goals, maintains the right to promulgate and enforce reasonable work rules, policies, procedures and directives, consistent with statutory authority, to regulate the conduct of employees and the conduct of services and programs. For the purposes of this article, all of the above shall be considered inclusive in the terminology of Work Rules.

**Section 12.2.** Work rules shall be applied uniformly under similar circumstances within the group or groups of employees to whom such rules are directed.

**Section 12.3.** Any additions or amendments to Employer generated agency-wide work rules shall be reduced to writing and posted on Department bulletin boards for a period of five (5) working days, and signed by all employees to acknowledge awareness of the addition or amendment within five (5) working days of the posting. A copy shall be provided to the Union President five (5) calendar days prior to implementation. Any employee on a leave of absence, sick leave, or vacation shall be required to sign the acknowledgment within three (3) working days upon return to work. The posting of work rules in conspicuous and customary places shall constitute notice to all employees.

The notification requirements for work rules do not limit the right of the Employer to immediately implement a work rule in cases of emergency or to comply with time limits imposed by outside agencies. Each bargaining unit employee shall be given a copy of the revised work rules.

**Section 12.4.** All work rules relating to safety standards and safe practice procedures shall, in addition to being issued, be verbally communicated to each affected employee by the Department Manager, or Employer's Safety Officer, or by the use of outside vendors for the conduct of awareness training.

**ARTICLE 13**  
**NONDISCRIMINATION**

**Section 13.1.** The Employer and Union agree to not discriminate because of age, sex, marital status, race, color, creed, national origin, veteran status, military status, genetic information, or disability. The Union and the Employer shall share equally the responsibility for implementing this section of the Agreement.

**Section 13.2.** Neither the Employer nor the Union shall discriminate against an employee because of Union membership or non-membership or any Union activity protected under O.R.C. 4117.

**Section 13.3.** All references to employees in this Agreement designate both sexes, and wherever the female/male gender is used it shall be construed to include female and male employees.

**ARTICLE 14**  
**HEALTH AND SAFETY**

**Section 14.1.** It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, Management accepts its responsibility to provide safe working conditions, tools, equipment and working methods for its employees. The supervisor will see that safety rules and safe working methods are followed by his employees. The employee(s) accepts the responsibility not to neglect or abuse his equipment, tools or work area, and accepts the responsibility to follow all safety rules and safe working methods as prescribed by the Employer's standard operating procedures. All unsafe working conditions must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known.

**Section 14.2.** An employee acting in good faith has the right to refuse to work under conditions she reasonably believes present an imminent danger of death or serious harm to herself or others, provided that such conditions are not such as normally exist or might reasonably be expected to occur in her position. Any incident of work refusal shall immediately be reported to the Safety Officer to determine what corrective action may be taken to eliminate or reduce the potential danger or hazard. The determination or recommendations of the Safety Officer shall not prevent the employee(s) from filing a safety complaint.

**Section 14.3.** The Safety Committee shall consist of the Employer's Safety Officer, one (1) additional Employer appointee, and two (2) bargaining unit members appointed by the Union. The parties shall provide to the other a list of its appointees for each agreement year not less than one (1) month prior to the anniversary date of this agreement, or changes as they occur.

It is understood that the committee is a fact-finding and communication vehicle only. The responsibilities of the committee are as follows:

- A. To review all health and safety complaints and make recommendations for corrective action;
- B. To review all incident reports of work-related incidents and/or accidents which involve damage to equipment or vehicles and/or injury of employees or others. The committee

shall not have the authority to determine whether safety violations have occurred or to recommend discipline;

- C. Shall immediately convene upon notice of a work refusal and shall perform the functions in conjunction with the Safety Officer as stated in Section 15.3;
- D. To recommend safety training programs and amendments, modifications, or additions to the Agency's safety program and/or policies;
- E. Make such recommendations as they deem necessary regarding safe work practices and methods, equipment, tools, and facilities;
- F. The committee's responsibility in general is to drive the Agency's safety program. The Employer's responsibility is to coordinate their efforts and monitor compliance with occupational safety and health administration requirements.

**Section 14.4.** Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to have his grievance heard before an arbitrator under the terms of this agreement. The Union shall be bound to follow the redress procedure elected by the employee.

**Section 14.5.** The Safety Committee shall meet at least once quarterly. Additional meetings may be scheduled based on need.

## **ARTICLE 15** **HOURS OF WORK OR OVERTIME**

**Section 15.1.** This Article is intended to define the normal hours of work for bargaining unit employees in order to determine eligibility for overtime. Nothing in this Article shall be construed as a guarantee of work hours or as a restriction on management's rights as specified in the Management Rights Article herein.

**Section 15.2.** The work period shall begin at 12:01 a.m. Sunday and continue for seven (7) consecutive calendar days (one hundred sixty-eight [168] consecutive hours) ending at 12:00 midnight the following Saturday.

**Section 15.3.** Each employee's work schedule shall be determined by the Employer. The normal work schedule for full-time bargaining unit employees shall consist of forty (40) hours of work performed during the seven (7) day work period.

**Section 15.4.** When an employee is required to work in excess of forty (40) hours during the seven (7) day work period, he shall be paid overtime pay for such time over forty (40) hours at the rate of one and one-half (1½) times his regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

**Section 15.5.** For purposes of determining an employee's eligibility for overtime, all hours actually worked by the employee will be included. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime.

**Section 15.6.** Whenever the Employer determines overtime is necessary to meet the operational needs of the department, any or all employees may be required to work overtime.

**Section 15.7.** Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless overtime has been approved by the Employer. Unless authorized in advance, such as for on-call, employees shall obtain advance approval of the Employer before working any overtime.

**Section 15.8.** The normal work schedule shall include a one-half (½) hour unpaid lunch period. Lunch periods shall be scheduled by the employee with prior approval of the immediate supervisor.

**Section 15.9.** The work schedule shall include no more than two (2) fifteen (15) minute work breaks: one (1) scheduled between 9:00 a.m. and 10:00 a.m., and a second between 2:00 p.m. and 3:00 p.m., unless specifically approved otherwise by the supervisor.

Work breaks may be rescheduled and taken, with approval of the immediate supervisor, contiguous to the lunch period. Employees shall sign out or clock out and in for lunch. Employees shall sign out and in on the appropriate log for breaks. Employees who leave the Agency must sign out or clock out on the time clock.

Work breaks shall not be accumulative and employees are not entitled to additional compensation if they are unable to take their work breaks due to work load requirements.

**Section 15.10.** Upon the effective date of this agreement the parties agree to continue a sign-in/sign-out procedure for recording employees' working times. The parties agree to coordinate efforts to improve and endeavor to make the sign-in/sign-out procedure reflective of actual hours worked by employees. However, no earlier than six (6) calendar months following execution of this agreement and with no less than two (2) pay periods advance notice to the Union, the Employer may require utilization of a mechanical or electronic time recording system. The Employer agrees to discuss this issue with the Union through the Labor Management Committee.

**Section 15.11.** Compensatory time shall be granted at the rate of one and one-half (1½) hours of compensatory time off for each hour of overtime worked.

The maximum amount of compensatory time an employee may accrue and carry forward is eighty (80) hours. Any overtime worked which would increase the employees' accumulated compensatory time above this maximum shall be paid at the appropriate overtime rate.

Compensatory time off will be granted at a time mutually convenient to the employee and the Employer. The employee must submit a written request on a standardized form and receive approval from the Employer prior to taking compensatory time off.

Upon separation of employment, employees shall be paid for their accrued but unused compensatory time at their current straight-time hourly rate.

**Section 15.12.** Whenever the Employer determines to offer overtime to bargaining unit employees, the Employer shall make a reasonable effort to equally distribute offerings of overtime among available bargaining unit employees within the same classification. In the event

a bargaining unit employee does not desire to work overtime offered by the Employer, the Employer may order any available and qualified employee to work the overtime.

In the event the work involved requires special skills, employees possessing such skills may be assigned to work the overtime.

If there are errors in the distribution of overtime opportunities, the Employer shall attempt to correct such error by offering the affected employee the next overtime opportunity in the same unit and classification if qualified to perform the work required.

**Section 15.13.** Flex time means working an approved schedule for a particular day or time period other than the normal businesses hours of the Agency. Flex time is earned straight time that is flexed during a workweek with the approval of the immediate supervisor. Appropriate time records are required.

Employees may take an amount of earned straight time off on another workday, or during the same day as earned, but only within the same seven (7) day work period.

Any flex time scheduled and time used must be approved and may be required in advance by the immediate supervisor. Every effort shall be made to schedule earned straight time off within the same seven (7) day work period.

## **ARTICLE 16** **CALL-OUT**

**Section 16.1.** After hours services shall be provided by the Agency through the investigative department. Each of the investigators shall rotate being on-call for one (1) week at a time.

**Section 16.2.** Each caseworker/supervisor on-call shall carry a cell phone. When a report is received the caseworker shall be called and the caseworker shall timely respond to the call.

**Section 16.3.** Caseworkers on-call shall follow Agency rules and procedures regarding prioritizing of and responding to referrals after hours.

**Section 16.4.** Caseworkers shall be required to complete six weeks of their probationary period before they begin the on-call rotation. They shall then be added to the end of the current on-call schedule.

**Section 16.5.** Caseworkers shall receive \$225.00 per week (\$25.00 per weekday and \$50.00 per weekend day; \$50.00 per day for each holiday while on-call); one and one-half (1½) times their hourly rate for any referrals they have to go out on (this is received even if they do not work a forty [40] hour week).

## **ARTICLE 17** **PAID LEAVES**

**Section 17.1. Military Leave.** Military leave shall be granted and applied pursuant to applicable state and federal laws.

**Section 17.2. 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 of competent jurisdiction who can require or who can have a court require the employee's appearance.

All compensation received from the summoning agency for such duty must be paid the Employer unless such duty is performed totally outside the employee's normal working hours, except that the employee may elect to keep the compensation and forgo her pay for the time off.

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.

An employee must request advance notice for court leave when receiving the notice of jury duty or subpoena.

Employees are expected to report for work following jury duty, if one (1) or more hours of time remain during the employee's normally scheduled workday.

**Section 17.3. Personal Leave.**

- A. The Employer shall allow employees, based on operational requirements, up to three (3) paid personal leave days per year. Newly hired employees shall be allowed personal leave on a pro-rata basis, one (1) day per full four (4) months of employment. Personal leave days shall not be cumulative or carried over from one (1) calendar year to the next.
- B. No pay shall be received for unused personal leave days.
- C. Requests for personal leave should be made at least five (5) working days in advance.

**ARTICLE 18**  
**UNPAID LEAVES**

**Section 18.1.** The authorization of a leave of absence is a matter of administrative discretion. The Employer in each individual case will decide if a leave of absence is to be granted. Unpaid leaves of absence will not exceed three (3) months duration, unless an extension is requested by the employee and approved by the Employer for up to an additional three (3) month period, or as specified elsewhere in the Agreement.

**Section 18.2.** Except in cases of emergency, an employee must request an unpaid leave at least thirty (30) days in advance.

**Section 18.3.** An employee may only use a leave of absence for the reason for which it was granted. If the Employer determines that the leave is being used for a different reason, the Employer may require the employee to return to work and/or may discipline the employee up to and including discharge.

**Section 18.4.** An employee may return from a leave of absence before the time granted for the leave expires with the permission of the Employer.

**Section 18.5.** If an employee fails to return from leave upon the expiration of the leave, the Employer may consider the employee's failure to return as job abandonment, and may remove the employee from her job.

**Section 18.6.** The Employer may, at its expense, require an employee to be examined by a licensed physician of the Employer's choosing for the purpose of determining whether the employee is physically or mentally able to perform the substantial duties of her position. An employee found to be physically or mentally unable to perform the substantial duties by such physician shall be placed on sick or disability leave.

**Section 18.7.** The Employer shall place an employee returning from leave in the same or similar classification, if the original classification no longer exists, from which the employee took leave. If such classification no longer exists, the Employer shall treat the employees as if she were laid off from her classification.

**Section 18.8.** The Employer may place or an employee may request a leave of absence without pay for maternity or disability purposes by submitting such request in writing to the Employer, subject to the requirements found within this Article. A disability leave may be granted only when an employee has exhausted her accumulated sick and vacation leaves.

**Section 18.9.** The Employer may grant any employee a leave without pay for personal reasons, in accordance with the rules for leaves of absence in this Agreement.

**Section 18.10.** An employee is entitled to unpaid maternity or disability leave if declared incapacitated for the performance of the duties of her position by a licensed physician designated by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

When an employee is ready to return to work, she shall furnish a statement from her attending physician certifying the employee is able to return to work before her scheduled reporting time to the Personnel Officer.

In all other respects, the employee is subject to the rules for leaves of absence in this Agreement.

**Section 18.11.** Leave for male employees may be deducted from sick leave for care of the employee's wife and family during the post-natal period. Such sick leave shall be for a maximum of five (5) consecutive days.

## **ARTICLE 19** **SICK LEAVE**

**Section 19.1.** For each completed eighty (80) hour pay period in active pay status, an employee earns 4.6 hours of sick leave, not to exceed fifteen (15) days accumulation per year. The amount of sick leave time any one (1) employee may accrue is unlimited. Sick leave shall be charged in minimum units of one-fourth (3) hour. Employees absent on approved sick leave shall be paid at the regular rate.

Sick leave may be granted to an employee upon approval of the Employer for the following reasons:

- A. Illness, injury, pregnancy or childbirth related conditions of the employee or of the employee's immediate family where the employee's presence is medically necessary;
- B. Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
- C. Medical, dental, or optical examination or treatment of employee or a member of her immediate family when the employee's attendance is medically necessary and when such examination or treatment cannot be scheduled during non-working hours. A statement from the attending practitioner or from the hospital that the employee's attendance with a family member was necessary must be attached.
- D. Death of a member of her immediate family [leave usage limited to time actually required: to attend funeral, make necessary funeral arrangements and to take care of related matters. Maximum usage is limited to two (2) working days not chargeable to sick leave]. Additional time chargeable to sick leave may be granted by the Executive Director.

**Section 19.2.** If sick, the employee must report absences daily. The employee is required to notify their supervisor or designee as close to 8:00 a.m. as possible. If they are unavailable after trying, the employee may leave notice with the receptionist. Failure to do so may result in denial of sick leave, no pay, and/or appropriate disciplinary action.

Upon return to work an employee shall complete an application for sick leave form to justify the use of sick leave within twenty-four (24) hours and submit such form to their supervisor. The Employer may, when an employee utilizes sick leave for medical appointments or where an absence is for three (3) days or more, require the employee to furnish a certificate from a physician, dentist, or other medical practitioner stating that the employee was unable to perform her duties during the period of absence and is now able to report to work.

For the purposes of this article, immediate family is defined as employee's spouse, significant other (one who stands in place of a spouse, and who resides with the employee), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

**Section 19.3.** Employees who transfer between departments or agencies, or from other public employment, or who are reappointed or reinstated within ten (10) years of prior public service employment will be credited with unused balance of sick leave upon submission of certification of employment and sick leave balances from previous employers. Employees are responsible for informing the Employer within 120 days of employment of such prior service.

**Section 19.4.** The Employer may investigate any employee's absence.

**Section 19.5.** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Falsification of applications for sick leave, or the filing of sick leave

applications and documentation with intent to defraud, shall result in the disapproval of sick leave and shall be grounds for disciplinary action, up to and including discharge.

**Section 19.6.** The Employer may require an employee to take an examination, conducted by a licensed practitioner selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Employer.

**Section 19.7.** In accordance with this article, payment of accrued, but unused, sick leave will be made to each employee, having ten (10) or more years of continuous service with the Employer, upon disability or service retirement under the Ohio Public Employees Retirement System from active service with the Employer. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee, and the amount of such payment shall be limited to twenty-five percent (25%) of the employee's accrued, but unused, sick leave hours, up to a maximum of thirty (30) days

## **ARTICLE 20** **HOLIDAYS**

**Section 20.1.** Holidays for employees in this bargaining unit shall be as follows:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Eve
Labor Day	Christmas Day

**Section 20.2.** The length of each holiday above shall be equal to the length of the employee's normally scheduled workday. Any employee required to work on one (1) of the recognized holidays is entitled to receive compensation at the rate of one and one-half (1.5) times her regular holiday pay for actual hours worked in addition to receiving regular holiday pay.

**Section 20.3.** In the event any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

**Section 20.4.** If a holiday occurs while an employee is on vacation such vacation day will not be charged against her vacation leave. An employee who is in unpaid status the last scheduled workday before or the first scheduled workday following a paid holiday will not be paid for the holiday.

**Section 20.5.** Part-time bargaining unit employees shall receive holiday pay according to this Article only for the day on which they are scheduled to work and for the hours they are normally scheduled.

**ARTICLE 21**  
**VACATION**

**Section 21.1.** Full-time employees will be credited and are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service with the Employer as follows:

<u>Length of Service</u>	<u>Vacation</u>	<u>Credit Per Pay Period</u>
less than 1 year	none	
1 year but less than 5 years	80 hours	3.1 hours per 80 hours worked
5 years but less than 10 years	120 hours	4.6 hours per 80 hours worked
10 years but less than 15 years	160 hours	6.2 hours per 80 hours worked
15 years or more	200 hours	7.7 hours per 80 hours worked

No newly hired employee will be entitled to payout for vacation for resignation or termination until she has completed one (1) year of employment with the Employer.

**Section 21.2.** For the purposes of this article hours worked shall be defined as hours in paid status. No vacation is earned while an employee is in no-pay status, or while on paid overtime. Prorated credit shall be given for any part of a pay period. Under no circumstances may an employee take vacation prior to its being earned. A one (1) time lump sum of forty (40) hours vacation credit is added at the completion of five (5), ten (10), and fifteen (15) years of employment in addition to the increased rates of accrual.

**Section 21.3.** Vacation leave shall be taken in minimum units of one-fourth (3) hour.

**Section 21.4.** Employees shall be entitled to vacation service credit or prior service credit for tenure with the State or any other political subdivision of the State of Ohio.

Each employee of the Employer, who has been previously credited with vacation service credit or prior service credit prior to the execution of this Agreement, shall retain such service credit.

**Section 21.5.** No vacation leave shall be carried over for more than two (2) years. Employees, who have more than two (2) times current annual accrual as of December 31 annually, shall have any excess amount deducted from their accumulated vacation and subsequent pay periods.

**Section 21.6.** Vacation scheduling is subject to the advance approval of the Employer. Requests for vacation leave for that calendar year may be submitted during the months of January and February. Such requests shall be honored based on operational needs and according to the employee's bargaining unit seniority, except that vacation requests submitted on or after March 1 shall be honored in order of application and no seniority rights to preferred dates shall exist.

**Section 21.7.** Employees are not permitted to work rather than take vacation leave and be paid for hours worked plus vacation pay.

**Section 21.8.** Upon separation from the Employer's payroll, an employee shall be entitled to compensation at her current rate of pay for all credited and accrued and unused vacation leave to her credit at the time of separation up to two (2) years maximum accumulation. An employee shall forfeit her right to take or be paid for any vacation leave to her credit which is in excess of her accrual for two (2) years. In the case of the death of the employee, the unused vacation leave credit of such employee shall be paid to the deceased employees' spouse or the estate if there is no surviving spouse.

## **ARTICLE 22**

### **FAMILY AND MEDICAL LEAVE ACT**

**Section 22.1.** Pursuant to the Family and Medical Leave Act of 1993, FMLA leave may be granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The leave may be granted up to a total of twelve (12) weeks during any twelve (12) month period for the following reasons:

- A. Because of the birth of a child or placement for adoption or foster care of a child;
- B. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent or "in loco parentis" has a serious health condition;
- C. Because of a serious health condition that makes the employee unable to perform her employment functions.

**Section 22.2.** When the necessity for Birth or Placement Leave is foreseeable, the employee must so inform the Director not less than thirty (30) days before the date such Leave is to begin, but if the date of the birth or adoption requires the Leave to begin in less than thirty (30) days, the employee shall provide such notices as is practicable.

**Section 22.3.** Care Leave or Illness Leave may be taken intermittently when medically necessary. If intermittent Care or Illness Leave is foreseeable based on planned medical treatment, the Employer may require the requesting eligible employee to transfer temporarily to an available alternative position for which the employee is qualified and that (1) has equivalent pay and benefits, and (2) better accommodates recurring periods of leave than the regular employment position of the employee.

**Section 22.4.** When the necessity for Care or Illness Leave is foreseeable based on planned medical treatment, the employee is obligated:

- A. To make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Employer, subject to the approval of the treating health care provider; and

- B. To provide the Employer with not less than thirty (30) days notice before the beginning date of the Leave, but if the date of treatment requires Leave to begin in less than thirty (30) days, such notice as is practical shall be given.

**Section 22.5.** An eligible employee who is granted Intermittent Care or Illness Leave is required to make a reasonable effort to schedule treatment so as not to unduly disrupt the operations of the Employer (subject to health care provider approval) and to give the Employer not less than thirty (30) days notice before the date the Leave is to begin, except that if treatment requires Leave to begin in less than thirty (30) days, notice as is practical is required. The employee must also provide the Employer with a health care provider certification as to the date on which the treatment is expected to be given and the duration of such treatment.

**Section 22.6.** The employee must provide the Employer with certification of the condition giving rise to the request for leave from a health care provider. The Employer, at the Employer's expense, may require a second opinion on the validity of the certification. Should a conflict arise between health care providers, a third and binding opinion, at the Employer's expense will be sought. An employee qualifying for FMLA leave must use all sick leave, vacation, and personal leave, then unpaid leave if applicable except that the employee may, at the employee's option, retain up to sixteen (16) hours of any combination of vacation and/or personal leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to family leave are both employed by the Employer, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child or to care for a sick parent who has a serious health condition. The employee will be responsible for her share of the health insurance cost (if any) during the leave. If the employee does not return from the leave, she is responsible for the total insurance premium paid by the Employer unless the reason for not returning is directly due to the medical condition of the employee. Employees who utilize Family and Medical Leave shall not lose seniority. Employees shall return to the same position or similar position if the original position no longer exists.

It is intended that this article comply with the Family and Medical Leave Act of 1993 and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

## **ARTICLE 23**

### **WEATHER EMERGENCIES**

**Section 23.1.** In the event a weather emergency is declared by the Governor, Scioto County Sheriff, Scioto County Engineer, or Executive Director, employees shall be compensated for the number of hours for which they were scheduled to work during the emergency period but did not work by reason of such weather emergency.

**Section 23.2.** Employees not scheduled to work during the emergency because of scheduled vacation or compensatory time off or continuing sick leave shall not be charged for such leave.

**Section 23.3.** An employee who is absent, tardy, or who leaves work early with the Employer's permission on days when severe weather conditions interfere with travel but when no weather

emergency has been declared by the Governor, Scioto County Sheriff, Scioto County Engineer, or Executive Director, shall receive no pay for work missed. With the approval of the Employer, the employee may account for the time absent because of inclement weather by charging such time to the employee's vacation leave compensatory time or personal leave balance; otherwise, the employee shall be assessed leave without pay for the hours missed. Nothing in this section shall be construed to require the Employer to keep the work facility open beyond normal scheduled hours.

**Section 23.4.** Employees shall not charge sick leave for absences due to inclement weather.

**Section 23.5.** The immediate supervisor shall notify employees in his/her unit upon being notified of a weather emergency to advise of what procedure to follow.

## **ARTICLE 24** **TRAVEL ALLOWANCE**

**Section 24.1.** Employees who are required to use his or her personal automobile for County business shall be reimbursed mileage at the rate approved by the Board following the employee's compliance with Department rules and regulations. Employees using privately-owned vehicles for Agency business must maintain and provide to the Employer a copy of a current, valid Ohio drivers license and must provide evidence of liability insurance prior to using their personal vehicle for Agency business.

**Section 24.2.** Expenses incurred for meals while on official Employer business will be reimbursed at maximum cost of thirty-five dollars (\$35.00) per day with the proper submission of all required receipts and with the approval of the Employer. Maximum reimbursement for meals shall be as follows and/or in accordance with this section:

Breakfast	\$7.00 when the employee must leave home prior to 6:00a.m.
Lunch	\$10.00
Dinner	\$18.00 when employee's return to Agency is after 8:00p.m.

An employee is eligible for such reimbursement only when travel has been authorized by the Employer, and when travel extends through a normal meal period. If a meal(s) is furnished with the training, seminar, conference, etc., (excluding a continental breakfast, box lunches), no reimbursement will be provided for that meal. The Agency will not reimburse the employee for any gratuities paid.

Expenses for necessary lodging expenses will be reimbursed not to exceed the single room rate established for the conference or event, or as otherwise approved in advance by the Director or designee.

Case workers will be reimbursed for reasonable meal costs bought for a foster child.

## **ARTICLE 25** **INSURANCE**

**Section 25.1.** For the duration of this Agreement, the Employer will continue to provide full-time bargaining unit employees with hospitalization coverage. All employees shall pay, through

payroll deduction, thirteen percent (13%) of their health insurance premiums during the life of this agreement, with the Employer paying eighty-seven percent (87%). The level of health insurance benefits provided to bargaining unit employees will also be equivalent to those provided to non-bargaining unit employees. Nothing in this article shall be construed to limit the Employer's right to solicit and implement "cost containment" features provided any changes in such plan are applicable to all Scioto County CSB employees. Bargaining unit employees will be provided a copy of the plan description. The Employer may, during the life of this Agreement, change insurance carriers or methods of providing insurance coverage. For the employee's share of insurance premiums, the Employer agrees to deduct in even amounts one-half (2) of the monthly insurance premiums from the first two (2) pay periods each month.

**Section 25.2.** The Employer will continue to provide the County's adopted liability insurance coverage for each employee if applicable.

## **ARTICLE 26** **WAGES AND COMPENSATION**

**Section 26.1.** Effective the pay period that includes January 1, 2015, employees shall receive a three percent (3%) across-the-board wage increase and be paid in accordance with the rates in Appendix A. Employees shall advance to the next higher step on their anniversary date of employment.

**Section 26.2.** Newly hired employees will normally be hired at the first Step of the Employer's Wage and Salary Schedule in effect at the signing of this agreement. However the Employer may choose to place a new hire on another Step based on the candidate's qualifications and/or experience.

**Section 26.3.** Bargaining unit employees with, or upon obtaining, a Master's degree in a field related to their job description will receive a thirty-five (\$0.35) cent per hour supplemental pay added to their step rate.

**Section 26.4.** Upon ratification by both parties, bargaining unit employees shall receive a five hundred (\$500.00) dollar signing bonus minus applicable deductions. Such signing bonus shall be paid on the first payroll following ratification by both parties allowing a reasonable time to process the bonus through the Auditor's office.

**Section 26.5.** After fifteen (15) years with the Scioto CSB and the employee has spent at least one (1) year in Step 15, the employee shall annually in the pay period of their anniversary date of employment receive a one-time lump sum payment minus applicable deductions of one and one-half (1.5%) percent of their Step 15 rate of pay.

**Section 26.6.** There shall be a wage reopener in the 2nd and 3rd years of this Agreement.

## **ARTICLE 27** **DRUG TESTING**

**Section 27.1. Reasonable Suspicion.** Drug/alcohol testing may be conducted on employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

- A. Observable phenomena, such as direct observation of drug or alcohol use or possession and/or the physical symptoms of being under the influence of a drug or alcohol;
- B. A pattern of abnormal conduct or erratic behavior, including abnormal leave patterns;
- C. Arrest or conviction for a drug or alcohol-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug or alcohol possession, use, or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated;
- E. Evidence that an employee has tampered with a previous drug test;
- F. Facts or circumstances developed in the course of an authorized investigation of an accident or unsafe working practice.

**Section 27.2. Prohibition Against Use of Test Results in Criminal Prosecution.** Drug/alcohol testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol screening or testing be released to a third party for use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the initial reagent testing results alone.

**Section 27.3. Drug Testing Procedures.** All drug screening tests shall be conducted by laboratories certified by the Department of Health and Job and Family Services (DHJFS) or certified by a DHHS-recognized certification program. No test shall be considered positive until it has been confirmed by a gas chromatography/mass spectrometry full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in three (3) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

**Section 27.4. Alcohol Testing Procedures.** Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this article.

**Section 27.5. Test Results/Refusal to Submit to Testing.** The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline.

**Section 27.6. Confirmatory Testing.**

- A. If a drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from no more than two (2) of the three (3) containers collected in the manner prescribed above.
- B. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this article.
- C. In the event that the second test contradicts the result of the first test, the Employer may request a third test in accordance with the procedures prescribed above. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.
- D. In the event that any two (2) test results are positive, the employee is entitled to have the sample in the third container tested in the manner prescribed above at the employee's expense. The results of this test, whether positive or negative, shall be determinative.

**Section 27.7. Selection of Testing Laboratories.** A list of three (3) testing laboratories shall be maintained by the Employer. These laboratories shall conduct any testing directed by the Employer. The Employer shall obtain the approval of the bargaining unit representative as to any laboratories put on this list, which approval shall not be unreasonably withheld.

**Section 27.8. Rehabilitation/Detoxification Programs.** If the testing required above has produced a positive result the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. Discipline allowed by the positive findings provided for above shall be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to her former position. Such employee may be subject to periodic retesting upon her return to her position for a period of one (1) year from the date of her return to work. The Employer may conduct four (4) tests of an employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided above. Any employee in a rehabilitation or detoxification program in accordance with this article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

**Section 27.9. Discipline.** If the employee refuses to undergo rehabilitation or detoxification, or does not follow the rehabilitation or detoxification program in good faith, or tests positive during a retesting within one (1) year after her return to work from such a program, the employee shall be subject to disciplinary action, including removal from her position and termination of her employment.

**Section 27.10. Payment of Testing Costs.** Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

**Section 27.11.** The provisions of this article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

**ARTICLE 28**  
**SUB CONTRACTING**

**Section 28.1.** The Employer agrees to not contract-out services that will result in a layoff of bargaining unit employees, or utilize Work Fare participants during a layoff period.

**ARTICLE 29**  
**BARGAINING UNIT WORK**

**Section 29.1.** The Employer agrees not to use non-bargaining employees to perform work that would result in a layoff of bargaining unit employees.

**ARTICLE 30**  
**CONTRACT REPRODUCTION**

**Section 30.1.** This contract shall be completed with at least eight (8) original documents for signature, with the Union receiving four (4) signed originals and the Employer receiving at least four (4) signed originals. The cost of all remaining copies for all Union members and the Administration shall be shared equally by the parties.

**ARTICLE 31**  
**JOB DESCRIPTIONS**

**Section 31.1.** The Employer agrees to provide the Union with a copy of current job descriptions and as they are reviewed agrees to provide employees with a copy of their job descriptions.

**ARTICLE 32**  
**NO STRIKE/NO LOCKOUT**

**Section 32.1.** The Employer and the Union realize that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that neither it, its officers, representatives, or members will authorize, instigate, cause, aid, condone or participate in strike, sympathy strike, work stoppage, or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement.

**Section 32.2.** Should any employee(s) engage in a sick call work stoppage, strike, sympathy strike or slowdown, upon notification by the Employer the Union will prepare a letter addressed to the Employer and all bargaining unit employees stating "the strike action is not sanctioned by the Union and that all employees should return to work immediately," signed by the ranking Union officer of the Local.

Nothing in this article shall be construed to limit or abridge the Employer's right to seek any available legal remedies against the Union or its bargaining unit members to deal with any unauthorized or unlawful strike, or to impose discipline including discharge upon those employees violating this article. A grievance may be filed on the issue of whether any employee was actually engaged in a strike, work stoppage or slowdown, or other concerted activity as outlined in Section 33.1(A) of this article.

**Section 32.3.** The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit members during the term of this Agreement, unless those members have violated Section 33.1 of this article.

### **ARTICLE 33** **P.E.O.P.L.E. CHECK-OFF**

**Section 33.1.** Provided that a minimum of ten percent (10%) of bargaining unit employees authorize and maintain such authorization, the Employer agrees to the bi-weekly payroll deduction of voluntary contributions authorized by bargaining unit members to the AFSCME P.E.O.P.L.E. Fund. Once an employee authorizes such a deduction, it shall continue until such time as the employee revokes his or her authorization in writing. The amount authorized by the employee may be changed no more than once annually and will be effective thirty (30) calendar days after notice is received by the Employer. If participation falls below the minimum ten percent (10%), the Employer agrees to meet and discuss such issue with the Union prior to canceling any deductions authorized by this article.

New employees may authorize such a deduction at the end of their probationary period. P.E.O.P.L.E. deductions shall be transmitted to the International P.E.O.P.L.E. Committee by the Employer within forty-five (45) days after they have been made, along with a list of all employees for whom a deduction has been made.

The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article. Employees, the Union, and International P.E.O.P.L.E. Committee agree to indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee, the Union, and/or the International P.E.O.P.L.E. Committee arising from deductions made by the Employee hereunder.

### **ARTICLE 34** **WAIVER OF OHIO CIVIL SERVICE LAWS**

**Section 34.1.** The Employer and the Union agree that for purposes of this Agreement, all provisions of the Ohio Revised Code and Ohio Administrative Code pertaining to personnel and payroll reporting requirements to the Ohio Department of Administrative Services do not apply to bargaining unit employees.

**Section 34.2.** The parties further agree, except as otherwise provided by ORC 4117, Sections 9.44, 124.01 through 124.56 and 325.19 of the Civil Service Laws contained in the Ohio Revised Code shall not apply to employees in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have

no authority or jurisdiction as it relates to employees in the bargaining unit, except that complete lists of persons having passed the Civil Service examinations must be provided to the Employer, when requested, for selection of original appointments.

**Section 34.3.** For purposes of example, and in no way to be construed as all inclusive or a limitation of Sections 35.1 and 35.2 above, in accordance with the provisions of 4117.10(A) ORC, the following Agreement references, articles, and/or sections thereof specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and/or Ohio Administrative Code as follows:

<b><u>Contract Article</u></b>	<b><u>Supersedes/Prevails Over</u></b>
Article 7, Discipline	ORC 124.03, 124.34 OAC 124:1-01 through 124:1-17-08
Article 8, Seniority and Other Issues	ORC 124.321 through 124.328
Article 9, Job Posting/Bidding and Transfer	ORC 124.27, 124.32, 124.33 OAC 123:1-19-01 through 123:1-19-05, 123:1-21-01 through 123:1-21-04, 123:1-23-01 through 123:1-23-12
Article 10, Probationary Period	ORC 124.27 OAC 123:1-19-01 through 123:1-19-05
Article 11, Layoff and Recall	ORC 124.32, 124.321 through 124.328 OAC 123:1-41-01 through 123:1-41-23
Article 16, Hours of Work or Overtime	ORC 4111.03
Article 18.2, Court Leave	OAC 123:1-34-03
Article 19, Unpaid Leaves	ORC 124.135, 124.388 OAC 123:1-34-01, 123:1-34-03, 123:1-34-08
Article 20, Sick Leave	ORC 124.38 through 124.387; 124.39, 124.391
Article 21, Holidays	ORC 124.19, 325.19
Article 22, Vacation	ORC 9.44, 325.19

**Section 34.4.** Issues, references, articles, and/or sections thereof which are not specifically referenced above but which may be included by agreement of the parties and/or the adoption of recommendations of the fact finder, shall be considered to have appropriate provisions of the Ohio Revised Code and/or Ohio Administrative Code incorporated and listed in “Supersedes/Prevails Over” as is provided above.

**ARTICLE 35**  
**WAIVER IN CASE OF EMERGENCY**

**Section 35.1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Scioto County Board of Commissioners, the Scioto County Sheriff, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

**Section 35.2.** Upon the termination of the emergency, grievances filed prior to the emergency 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 the grievance(s) had properly progressed, prior to the emergency.

**ARTICLE 36**  
**SAVINGS CLAUSE**

**Section 36.1.** If any provision of this Agreement is found to be unlawful by any court of law, that provision will be automatically terminated but all other provisions of the Agreement will continue in full force and effect.

The parties agree to immediately re-open negotiations for the purpose of negotiating lawful alternative language for any provision found to be unlawful.

**ARTICLE 37**  
**DURATION**

**Section 37.1.** This Agreement shall be effective on January 1, 2015 and shall remain in full force and effect for three (3) years through midnight, December 31, 2017. Notice to negotiate a successor agreement shall be given by either party no sooner than one hundred twenty (120) days, but not later than sixty (60) days prior to the expiration date of this Agreement.

**Section 37.2.** The date, time, place, and other conditions for negotiating sessions shall be established by mutual agreement between the parties.

**Section 37.3.** There shall be a wage reopener in the 2nd and 3rd years of this Agreement.

**SIGNATURE PAGE**

**In witness** whereof, the parties have executed this Agreement on \_\_\_\_\_, 2015.

For Scioto County Children Services Board

For American Federation of State, County  
and Municipal Employees, Ohio Council 8,  
Local 2718, AFL-CIO

\_\_\_\_\_  
Lorra Fuller, Director

\_\_\_\_\_  
Sandra S. Shonborn, Staff Representative

\_\_\_\_\_  
Andrew A. Esposito, Labor Consultant

\_\_\_\_\_  
President

Approved As To Form:

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Scioto County Prosecutor

\_\_\_\_\_  
Bargaining Committee Member

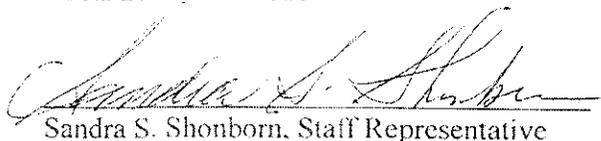
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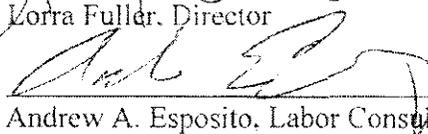
In witness whereof, the parties have executed this Agreement on 1-1, 2015.

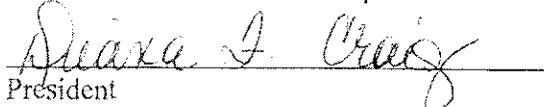
For Scioto County Children Services Board

For American Federation of State, County  
and Municipal Employees, Ohio Council 8,  
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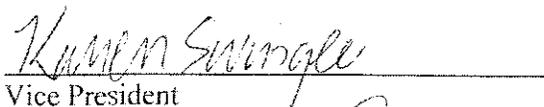
  
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Lorra Fuller, Director

  
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Sandra S. Shonborn, Staff Representative

  
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Andrew A. Esposito, Labor Consultant

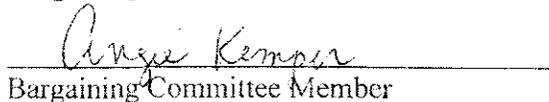
  
\_\_\_\_\_  
Diana J. Craig  
President

Approved As To Form:

  
\_\_\_\_\_  
KAREN SWINGLE  
Vice President

\_\_\_\_\_  
Scioto County Prosecutor

  
\_\_\_\_\_  
Naomi Kucak  
Bargaining Committee Member

  
\_\_\_\_\_  
Angie Kemper  
Bargaining Committee Member

\_\_\_\_\_  
Bargaining Committee Member

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Bargaining Committee Member

\_\_\_\_\_  
Bargaining Committee Member

**APPENDIX A**

<b>Step</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>
<b>Range 2 Hourly</b>	\$10.97	\$11.25	\$11.51	\$11.79	\$12.07	\$12.37	\$12.68	\$12.98	\$13.29	\$13.61	\$13.95	\$14.29	\$14.64	\$15.00	\$15.36
<b>Range 3 Hourly</b>	\$11.51	\$11.78	\$12.07	\$12.36	\$12.67	\$12.98	\$13.28	\$13.60	\$13.94	\$14.29	\$14.63	\$14.98	\$15.35	\$15.72	\$16.11
<b>Range 4 Hourly</b>	\$12.06	\$12.35	\$12.66	\$12.97	\$13.27	\$13.60	\$13.94	\$14.28	\$14.62	\$14.97	\$15.33	\$15.71	\$16.10	\$16.49	\$16.88
<b>Range 7 Hourly</b>	\$13.91	\$14.38	\$14.87	\$15.38	\$15.91	\$16.45	\$17.02	\$17.59	\$18.20	\$18.82	\$19.46	\$20.13	\$20.83	\$21.54	\$22.28

<u><b>Range 2</b></u>	<u><b>Range 3</b></u>	<u><b>Range 4</b></u>	<u><b>Range 7</b></u>
Typist 1		Account Clerk 3	Caseworker 2
Receptionist		Data Processor	
Clerical Specialist			