



03-10-15
14-MED-10-1383
2580-01
K2580-01

15-00236

AGREEMENT BETWEEN
WOOD COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

AND

LOCAL 3446

OHIO COUNCIL 8

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES**

**MARCH 1, 2015 TO
FEBRUARY 28, 2017**

TABLE OF CONTENTS

<u>ARTICLES</u>	<u>PAGES</u>
ARTICLE 1 - PREAMBLE.....	1
ARTICLE 2 - RECOGNITION	1
ARTICLE 3 - MANAGEMENT RIGHTS	2
ARTICLE 4 - PAYROLL DEDUCTIONS.....	2
ARTICLE 5 - NONDISCRIMINATION.....	3
ARTICLE 6 - SEXUAL HARASSMENT	3
ARTICLE 7 - VISITS BY UNION REPRESENTATIVES	3
ARTICLE 8 - STEWARDS AND OFFICERS.....	4
ARTICLE 9 - BULLETIN BOARDS	4
ARTICLE 10 - NO STRIKE/NO LOCKOUT	5
ARTICLE 11 - LABOR/MANAGEMENT MEETINGS.....	5
ARTICLE 12 - GRIEVANCE PROCEDURE.....	5
ARTICLE 13 - CORRECTIVE ACTION.....	7
ARTICLE 14 - HOURS OF WORK.....	9
ARTICLE 15 - OVERTIME	9
ARTICLE 16 - WORK RULES	10
ARTICLE 17 - HEALTH AND SAFETY	11
ARTICLE 18 - WORKING OUT OF CLASSIFICATION.....	11
ARTICLE 19 - VACATION.....	11
ARTICLE 20 - SICK LEAVE.....	13
ARTICLE 21 - INJURY LEAVE.....	14
ARTICLE 22 - FAMILY AND MEDICAL LEAVE ACT.....	14
ARTICLE 22A - MEDICAL LEAVE.....	15
ARTICLE 23 - COURT LEAVE.....	15
ARTICLE 24 - MILITARY LEAVE.....	15
ARTICLE 25 - FUNERAL LEAVE.....	15
ARTICLE 26 - PERSONAL LEAVE	16
ARTICLE 27 - EDUCATIONAL LEAVE.....	16

ARTICLE 28 - UNION LEAVE.....	16
ARTICLE 29 - WAGES.....	16
ARTICLE 30 - HEALTH AND LIFE INSURANCE	16
ARTICLE 31 - TAX DEFERRAL	17
ARTICLE 32 - HOLIDAYS	17
ARTICLE 33 - TRAINING	17
ARTICLE 34 - BARGAINING UNIT WORK	18
ARTICLE 35 - PROBATIONARY PERIOD	18
ARTICLE 36- TRAVEL REIMBURSEMENT.....	18
ARTICLE 37 - PAY DAY.....	19
ARTICLE 38 - NEW EMPLOYEE ORIENTATION.....	19
ARTICLE 39 - SUBCONTRACTING.....	19
ARTICLE 40 - EVALUATIONS	19
ARTICLE 41 - UNION MEETINGS.....	20
ARTICLE 42 - SENIORITY AND OTHER RELATED MATTERS.....	20
ARTICLE 43 - JOB DESCRIPTIONS.....	21
ARTICLE 44 - COPIES OF AGREEMENT	22
ARTICLE 45 - MAINTENANCE OF STANDARDS	22
ARTICLE 46 - PERSONAL DAYS	22
ARTICLE 47 – SOCIAL WORK LICENSURE.....	22
ARTICLE 48 - SAVINGS CLAUSE.....	22
ARTICLE 49 - DURATION.....	23
ARTICLE 50 - EXAMINATIONS.....	23
ARTICLE 51 – NON-WOOD CO. DHS EMPLOYEES.....	23
ARTICLE 52 – DRESS DOWN DAYS	23
SIGNATURE PAGE	24
ADDENDUM A - FLEX TIME POLICY	25
ADDENDUM B - STATEMENT OF POLICY AND PROCEDURES REGARDING MOTOR VEHICLE VIOLATIONS UNDER O.R.C. 4511.19.....	29
ADDENDUM C – VIOLENCE IN THE WORKPLACE POLICY.....	36

ADDENDUM D – HARASSMENT POLICY 40
ADDENDUM E – DRUG POLICY 44
INDEX..... 48

ARTICLE 1 - PREAMBLE

This Agreement entered into by the Wood County Department of Job and Family Services and the Wood County Commissioners, hereinafter referred to as the Employer and Local 3446, Ohio Council #8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work and other agreed upon terms and conditions of employment.

ARTICLE 2 - RECOGNITION

SECTION 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in the bargaining unit described below for the purpose of bargaining wages, hours and other terms and conditions of employment. Included: All employees of the Wood County Department of Job and Family Services including: Account Clerk 1, 2, & 3; Cashier 1; Clerical Specialist; Custodian Worker; Data Processor 1 & 2; Employment Services Interviewer; Employment Services Representative; Family Services Aide 1; Income Maintenance Aide 1 & 2; Income Maintenance Worker 1, 2, & 3; Investigator 1, 2, & 3; Labor Crew Leader; Maintenance Repair Worker 3; Radio Operator 1; Radio Dispatcher 1; Social Service Worker 2-Family & Child Specialist; Social Service Worker 2-Elder Services; Secretary 1, 2, & 3; Social Services Aide 1 & 2; Social Services Worker 1, 2, & 3; Statistics Clerk; Telephone Operator 1; Employment Services Trainer; Typist 1 & 2; Technical Typist; Vehicle Operator 1; Wood County Eligibility Worker; Word Processing Specialist 1; and intermittents.

Excluded: All management level employees, professional employees, confidential employees, and supervisors as defined in the Act; and, all seasonal and casual employees as determined by the State Employment Relations Board; including: Account Clerk Supervisor; Administrative Secretary (*Administrative Assistant*) (confidential 1 position); Assistant County Human Services Administrator 1 (*Assistant County Job and Family Services Administrator*); Business Administrator I (*Business Administrator*); County Human Services Administrator 3 (*County Job and Family Services Administrator*); Employment Service Coordinator; Fiscal Officer; Income Maintenance Supervisor 1 & 2 (*Eligibility/Referral Supervisor 1 & 2*); Investigator 4; Office Manager 1; Personnel Officer; Personnel Officer 2; Social Program Administrator 1 (*Training Supervisor*); Social Program Coordinator; Social Program Specialist; Social Services Supervisor 1 & 2; Social Service Worker 4 (*Program Specialist*); Word Processing Specialist Supervisor (*Clerical Supervisor*), College Intern and *Student Help*.

SECTION 2. New classifications which are non-supervisory or otherwise excluded from the bargaining unit per ORC 4117, and which are similar in nature to bargaining unit positions shall be included in the bargaining unit. The parties agree that the rates of pay in the most closely related jobs based on qualifications and duties shall be used as the basis of establishing the new rate of pay. The Union shall have the right to grieve in the event it feels that the rate implemented is not appropriate.

ARTICLE 3 - MANAGEMENT RIGHTS

SECTION 1. The Union recognizes that except as specifically limited by the expressed provisions of this Agreement, the Employer retains traditional rights to manage and direct the affairs of the Employer as follows:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or layoff, abolish, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer of the unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

SECTION 2. All other managerial rights not expressly restricted by this contract are retained by management.

SECTION 3. If the parties negotiate during the term of this agreement, the Employer can implement their "last best offer" after a reasonable period of time.

ARTICLE 4 - PAYROLL DEDUCTIONS

SECTION 1. The Employer will continue all current payroll deductions as follows:

1. Savings Bonds
2. Deferred Compensation
3. United Way
4. AFLAC
5. City Income Tax Including Cities Other Than Bowling Green
6. Credit Union and Direct Deposit With The Approval Of The County Auditor

SECTION 2. The Employer shall make payroll deductions of Union dues from the wages of employees upon submission of a check-off card signed by the employee. Amounts deducted shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall advise the Employer, in writing, of the amounts to be deducted and shall designate the address where the dues shall be remitted.

The payroll deduction shall be made by the Employer on a bi-weekly basis (where there are three pays in the month it will be the first two pays), subject to the approval and participation of the County Auditor. Moneys deducted pursuant to the provisions of this Section shall be remitted to the Union within fifteen (15) days of their deduction. Each remittance shall be

accompanied by an alphabetized list of employees for which deductions were made, and amount deducted.

SECTION 3. Effective September 1, 1988, all employees in the bargaining unit who sixty (60) days from date of hire are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

All employees hired prior to or after September 1, 1988, who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty (60) days from the employee's date of hire as a condition of employment.

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

The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require a written authorization for payroll deduction.

Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein. The union shall inform fair share payees as to the procedure for rebate under union dues procedures.

The Union agrees to hold the Employer harmless against any and all claims which may arise in the Employer's implementation and administration of the fair share fee provisions.

ARTICLE 5 - NONDISCRIMINATION

SECTION 1. There shall be no discrimination on the basis of race, color, ancestry, national origin, religion, political affiliation, sexual orientation, age, sex, pregnancy, genetic information, veteran status, military status, disability, Union membership or Union activity. Alleged discrimination shall not serve as a valid reason for nonperformance of one's job duties.

SECTION 2. All references to employees designate both sexes.

ARTICLE 6 - SEXUAL HARASSMENT

Sexual harassment is defined as unwelcomed sexual advances, either verbal or physical. There shall be no sexual harassment. "Addendum D represents the understanding between the parties."

ARTICLE 7 - VISITS BY UNION REPRESENTATIVES

Ohio Council 8 and International Union representatives have the right to visit the premises during working hours to conduct Union business relative to matters involving its membership. Notice of such visit shall be given to the Director, Assistant Director or designee by the Union Representative or an employee no later than actual arrival at the premises. Such visit shall not unreasonably interfere with work necessities.

ARTICLE 8 - STEWARDS AND OFFICERS

SECTION 1. The union shall be entitled to four (4) stewards. No more than one (1) steward shall be selected from any unit. These stewards shall be permitted reasonable release time during working hours with no loss of pay to investigate and process grievances, prepare for and represent employees at disciplinary hearings, attend labor management meetings, and to conduct other Union business in accordance with this Agreement. The Union agrees to provide the Employer with a current list of officers and stewards.

SECTION 2. Union release time as provided above shall also apply to the Local Union President or another officer designated by the President.

SECTION 3. Stewards and officers shall notify their immediate supervisor or designee when leaving and returning to the work station for Union business. Use of release time is not intended to interfere with pressing agency business which cannot be taken care of at another time.

SECTION 4. In the event the employer has evidence that a steward or officer has abused Union release time, the Employer shall first notify the Union President. The Union shall have the opportunity to correct the problem if one exists and the Union shall do so as quickly as possible. In the event the problem continues, the steward or officer involved shall be subject to the corrective action provisions of Article 13 of this Agreement.

SECTION 5. The Local Union President shall receive a 15% work load reduction and each steward shall receive a 10% work load reduction. These work load reductions shall be based on the average work load of the unit involved. In the event a work load reduction is not possible because the President or Steward is the only employee in a specific job title, then the Employer will recognize the additional responsibilities placed on that union officer and steward due to the Union activities contained in Section 1 of this Article.

SECTION 6. A Union officer or steward can sign out a conference room per agency sign out procedures when it is necessary to conduct Union business, provided for in Section 1 of this Article, in private.

SECTION 7. Employees meeting with any union representative on agency time must notify their immediate supervisor. Such meetings on agency time can not interfere with any work requirements. Supervisor will not inquire as to specific nature of said meeting.

ARTICLE 9 - BULLETIN BOARDS

SECTION 1.

- A. The Employer shall provide bulletin boards for the Union. The Union shall post meeting notices, bulletins, legislative reports, committee reports, and other pertinent information relative to the Union activities on such board.
- B. The President of the Union shall give authorization to people in the Union for purposes of posting proper materials thereon.
- C. There shall be one (1) bulletin board located by the time clock
- D. There shall be a Union owned file cabinet to be housed in a union officer's office.

SECTION 2. The Union agrees there will be no posting of:

- A. Attacks on elected officials, administrative personnel, or nonunion employees.
- B. Scandalous, scurrilous or derogatory attacks upon the Union members, Union, or the Administration.

SECTION 3. The Union agrees to remove any unauthorized material from the Union bulletin boards in the event same is necessary.

ARTICLE 10 - NO STRIKE/NO LOCKOUT

SECTION 1. Neither the Union nor its members, officers, agents, or its representative, individually or collectively will cause, authorize, engage in, condone or instigate a strike during the term of this Agreement.

SECTION 2. Neither the Employer nor its officers, agents or representatives will individually or collectively authorize, cause, condone, instigate or engage in a lockout of members of the bargaining unit during the term of this Agreement.

ARTICLE 11 - LABOR/MANAGEMENT MEETINGS

SECTION 1. These meetings shall be held as requested, not to exceed once per month for a maximum of two (2) hours. Issues brought up should have an answer by the next scheduled meeting, as much as possible.

SECTION 2. The meetings shall take place during working hours with no loss of pay to the representatives of the Union. The Union shall be limited to three (3) Local Union representatives and one (1) AFSCME representative. The Employer shall be limited to four (4) Management representatives.

SECTION 3. The parties will exchange an agenda of items they wish to discuss prior to the Labor/Management meeting.

SECTION 4. The parties agree that Labor/Management meetings are not an extension of any required collective bargaining process.

ARTICLE 12 - GRIEVANCE PROCEDURE

SECTION 1. The purpose of this grievance procedure is to settle grievances at the earliest possible step.

SECTION 2. A grievance shall be defined as a dispute or difference between the Employer and the Union and/or a bargaining unit employee relative to the interpretation and application of or compliance with any provision of the Agreement.

SECTION 3. Work days for the purpose of this provision shall be defined as Monday through Friday, excluding holidays, vacation, sick leave, and leave of absence.

SECTION 4. An employee shall have the right to Union representation at each step of the grievance procedure. A hearing during working hours shall be held at each step of the grievance procedure.

SECTION 5. Grievances shall be prepared and presented within five (5) working days of the occurrence of the alleged infraction or the employee's or union's knowledge of the alleged infraction according to the following steps:

Step 1. A written grievance may be submitted to the employee's immediate supervisor who shall prepare and return his/her answer within three (3) working days.

Step 2. If this grievance is not resolved at Step 1, it may be presented to the Assistant Director and/or Director within five (5) working days. The Assistant Director and/or Director will submit his/her written answer within five (5) working days.

Step 3. If the grievance is not resolved at Step 2, it may be submitted to the County Commissioners within seven (7) working days. The County Commissioners shall submit their written answer within twenty (20) working days.

Step 4. If the grievance remains unsettled, either party may invoke this fact-finding step. Either party may submit a grievance to fact-finding no later than ten (10) working days after having received the answer in Step 3. The fact-finding committee will be composed of three (3) members. One (1) member representing the County Commissioners; one (1) member representing the Union; a third member who will be chosen by the other two (2) members of the committee.

The committee shall hear all the facts and render its findings to the Union and to the Board of County Commissioners no later than five (5) working days after the hearing. While the committee's decision is not binding, both parties shall treat the committee's decision as a serious attempt to preserve a good labor-management relationship.

Step 5. In matters of disciplinary action regarding suspensions of more than three (3) days and discharge, if not resolved at Step 3, may be submitted to arbitration by the Union. If the parties are unable to agree on an arbitrator, the Federal Mediation and Conciliation Service shall be requested to provide a list of seven (7) arbitrators. Alternately, one (1) name shall be struck from the list until one (1) name remains and that person shall be the arbitrator. The right to strike the first name shall be determined by lot.

The fees and expenses of the arbitrator shall be shared equally by the parties. Agency employees called by either party shall receive their regular rates of pay from the Agency while attending such hearing. All other expenses for witnesses or otherwise shall be borne by the party incurring the cost.

The arbitrator shall not be empowered to rule contrary to, add to, amend, or subtract from any of the provisions of this Agreement.

The decision of the arbitrator shall be final and binding on the parties.

SECTION 6. At each step of the grievance procedure, the Employer shall provide a copy of the written response to the grievant and the Union.

SECTION 7. The parties agree that the grievance procedure of this agreement supersedes State Personnel Board of Review (SPBR) appeal rights.

ARTICLE 13 - CORRECTIVE ACTION

SECTION 1. An employee shall only receive corrective action for just cause. Offenses for which an employee may receive corrective action are limited to incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, failure of good behavior, misfeasance, malfeasance, nonfeasance, conviction of a felony, or violation of any work rule authorized by the Appointing Authority and is published in either written or electronic form. The Employer shall not abuse its discretion in taking corrective action. The Employer shall not administer this provision in an arbitrary, capricious or discriminatory manner. The employee may request Union representation at any level of the corrective action process. Corrective action does not include counseling.

SECTION 2. All corrective action shall be subject to the grievance procedure.

SECTION 3. It is understood that the basic principles of progressive corrective action shall apply and shall include:

1. Verbal Reprimand
2. Written Reprimand
3. Suspension
4. Discharge

It is understood that the Employer may bypass any of the above steps when the nature of the offense warrants more severe action. It is also understood that the employer may repeat any of the above steps depending on the circumstances of each incident considered on a case by case basis.

SECTION 4. The Employer shall assume the burden of proof on sufficiently establishing the alleged employee offense.

SECTION 5. When an employee is to receive corrective action in the form of a suspension or discharge, the Employer shall first deliver a written statement of the charges to the employee and Union. Next, prior to taking corrective action, the Employer shall conduct a hearing regarding the charges. At the hearing the employee shall be entitled to Union representation. At the hearing the employee and the Union shall have the right to question adverse witnesses and present supportive witnesses in the employee's behalf. No hearing is necessary for verbal or written reprimands.

SECTION 6. Records of corrective action shall not be used for purpose of discipline when no offense repetition occurs within the following time frames:

1. Record of verbal reprimand - 9 months
2. Written reprimand - 1 year
3. Suspension - 2 years

If Corrective Action is an element of a grievance, all related Corrective Action(s) for the grievance shall be considered until said grievance is completely resolved.

Records of corrective action shall remain in an employee's personnel file. However, no record of corrective action shall be used for any disciplinary purpose after agreed to time frames for disciplinary action have expired.

SECTION 7. The parties agree that private supervisor-employee counseling without Union representation shall be considered as a pre-corrective action measure. However, the Employer's failure to conduct such a counseling session, when justified, shall not act as a valid defense to such charged disciplinary offense.

SECTION 8. Drug and alcohol abuse threatens the safety of employees, their co-workers and the public. To meet this threat and a variety of Federal and State mandates, the Union and Employer agree to the following policy for all employees:

A. Any employee who unlawfully uses, is under the influence of, possesses, manufactures, sells or otherwise distributes a controlled substance (as defined by Federal and State law) while on the job, during breaks or on County property will be subject to disciplinary action up to and including dismissal.

B. The Employer may hold in abeyance any disciplinary action, while requiring the employee to successfully complete a drug/alcohol rehabilitation program approved for such purposes by an appropriate agency, including any after-care requirements of the program. It is the Employer's belief that these resources are best used voluntarily by the employee before work performance has been affected. Such voluntary efforts will not, in and of themselves, result in the disciplinary action. However, the Employer reserves the right to take appropriate disciplinary action when an employee's job performance is impaired and/or the Employer's reputation is harmed by the employee's use of, or involvement with illegal drugs and/or alcohol abuse.

C. It is required that each Employee:

1. Abide by this policy, and
2. Notify the Employer of any criminal drug or alcohol convictions for a violation occurring in the work place within five (5) working days after such conviction (conviction includes a finding of guilt, including pleas of guilty and no contest).

Failure to comply with C (1) and (2) will result in disciplinary action up to and including dismissal. In addition, the Drug Free Workplace Act requires compliance with C (1) and (2) as a condition of employment under a Federal Grant.

The agreed upon DUI policy is addendum B of this agreement.

It should be noted, that at the time of the signing of this contract, the county offers an Employee Assistance Program (EAP).

In addition the parties agree to a drug policy contained in Addendum E of this agreement.

SECTION 9. In the event the Employer notifies an employee of its intent to discharge that employee, he/she shall have the option to resign prior to the discharge taking effect.

SECTION 10. No mention shall be made of a specific discipline on the evaluation form.

ARTICLE 14 - HOURS OF WORK

SECTION 1. The normal work day shall be 8 hours per day with a ½ hour paid lunch and ½ hour unpaid lunch. Employees must work at assigned duties for a minimum of five hours exclusive of a lunch period; otherwise any lunch period taken during that scheduled work day will be considered a non-paid lunch period. The normal work week shall be five (5) days per week Monday through Friday. The parties agree that some employees have work schedules which differ from the normal work day and that those shall remain in effect except as provided herein. Changes in the work schedules must be necessary, reasonable, and in accordance with the Flex Time Policy Addendum A.

SECTION 2. The agency will be open to the public Monday through Friday 8:00 a.m. to 4:30 p.m. with one day per week having extended hours to the public until 6:00 p.m. The Collabor8 call center hours are Monday through Friday 8:00 a.m. to 4:00 p.m. Other changes in work schedules shall be based upon external mandates/funding. Work schedules under this article shall not result in the payment of overtime.

ARTICLE 15 - OVERTIME

SECTION 1. No overtime may be worked without advance approval of the appropriate supervisor except in extraordinary circumstances, such as a worker being unable to terminate an interview or telephone conversation in a professional manner, or an appointment outside the office runs inadvertently past working hours. However, a supervisor must be notified immediately upon completion of such overtime.

SECTION 2. Approved overtime shall be paid at the rate of time and one-half (1-½X) the regular rate of pay for all hours in excess of 40 hours per week actually worked. The following do not qualify as hours worked when calculating overtime pay: vacation, sick leave, and compensatory time.

SECTION 3. The following provisions apply to end of the work week required overtime. For expedited cases in Income Maintenance only, section 5 shall apply. All other bargaining unit employees are required to handle their own cases or responsibilities at the end of the work week.

SECTION 4. Employees shall be paid double time (2X) after working twelve (12) hours in a regular work day as well as for work performed on Sundays and holidays, to include duties performed on such days while on-call.

SECTION 5. Overtime shall be based on a daily sign-up list where appropriate. Overtime shall be offered according to seniority beginning with the most senior qualified employee.

The overtime posting shall include the beginning of the specified overtime and an ending date, if appropriate.

In the event no employee consents to work such overtime, the qualified employee, with the least seniority shall be assigned the overtime. Overtime opportunities shall be equalized pursuant to an overtime roster which shall be revised monthly, adjusted and posted by the Employer. An overtime log book shall summarize all bargaining unit and non-bargaining unit employee overtime worked and refused. Such log book shall be made available to all unit employees. If management indicates need for specific employee skills on overtime, then job qualifications and seniority rank will be considered. Union President shall receive monthly list of all of the overtime.

Sections 6 and 7 of this article control all aspects of on-call procedures and compensation in the Children's Services Unit.

SECTION 6. Employees in the Children's Services Unit shall be assigned on-call on a weekly rotation basis. Employees shall be allowed to trade on-call assignments. In addition to the regular weekly pay, an employee on-call shall be paid ten (10) hours at the overtime rate of time and one-half. In the event an employee is on-call during a week in which a holiday falls, the employee shall receive fourteen (14) hours pay at the rate of time and one half in addition to his/her regular weekly pay. In the weeks that Thanksgiving and Christmas fall, the employee shall receive sixteen (16) hours pay at the rate of time and one half in addition to his/her regular weekly pay. Further, if the employee is called out, he/she shall receive pay at the rate of time and one half for all hours worked or a minimum of four (4) hours straight time pay.

SECTION 7. When an employee is called out to work at a time other than the regularly scheduled shift, he/she shall receive a minimum of four (4) hours pay.

SECTION 8. No employee shall be required to work in excess of sixteen (16) hours per day unless an emergency exists.

SECTION 9. The employee shall have the option of earning compensatory time at the appropriate rate in lieu of overtime pay. Scheduling of compensatory time off shall be subject to supervisory approval. In instances where overtime must be paid to employees due to restrictions in a special funding source, the provisions of section 8 do not apply.

SECTION 10. **The parties agree to be covered by the county comp time policy. The parties recognize that this section can be a matter for negotiations in the next full contract negotiations.**

ARTICLE 16 - WORK RULES

SECTION 1. The Employer has the right to develop and implement work rules so long as those rules are reasonable and necessary.

SECTION 2. Whenever possible, work rules will be posted for ten (10) days before implementation. Each employee will be provided a copy of any work rule within thirty (30) calendar days of the effective date of the work rule.

SECTION 3. The parties recognize that not every work situation can be reduced to a written work rule, but the Employer always retains the right to manage the agency.

ARTICLE 17 - HEALTH AND SAFETY

SECTION 1. A Health and Safety Committee will be formed and shall be comprised of two (2) local Union representatives and two (2) Management representatives. The Committee shall meet as needed.

SECTION 2. No employee will be required to operate unsafe equipment.

SECTION 3. The employer agrees to provide for prompt snow and ice removal from the walkways and parking lot.

SECTION 4. Employees shall have the ability to contact police in threatening situations.

SECTION 5. The parties agree to abide by the Ohio OSHA Statute where applicable.

SECTION 6. The Employer agrees to have the vents and filters cleaned at least twice a year.

SECTION 7. Sanitary conditions in restrooms and kitchens shall be maintained as best as possible. Floors in these areas will be stripped and waxed quarterly.

ARTICLE 18 - WORKING OUT OF CLASSIFICATION

SECTION 1. During the time an employee is actually performing the work of a higher classification, as approved by the appropriate supervisor, he/she shall receive the higher base rate of pay. This shall be accomplished by paying the employee at that step of the higher classification which is just above the employee's regular base rate of pay. This provision shall apply when the employee is required to perform such work for at least two and one-half (2-½) hours per pay period and does not include training time.

SECTION 2. When an employee is required to perform the work of a lower classification, he/she shall be paid at his/her regular rate of pay.

ARTICLE 19 - VACATION

SECTION 1- All full-time employees are entitled to vacation leave, with pay, after the completion of one full year of full-time service with the county or any other political subdivision of the state. One year of service equals twenty-six biweekly payperiods.

Vacation is based on length of service as illustrated in the Vacation Accrual Table below:

Vacation Accrual Table

<u>Years of Service</u>	<u>Pay Periods</u>	<u>Accrual Rate</u>	<u>Balance Limit</u>
Less than one year	1-26	3.1 hours per payperiod (Accrues on paycheck but is not available for use or payout)	

After one year	27-208	3.10 hours per payperiod 80 hours annually (2 weeks)	160 hours
After 8 years	209-390	4.60 hours per payperiod 120 hours annually (3 weeks)	240 hours
After 15 years	391-650	6.2 hours per payperiod 160 hours annually (4 weeks)	320 hours
After 25 years	650 +	7.7 hours per payperiod 200 hours annually (5 weeks)	400 hours

Upon completion of an employee's 8th, 15th, or 25th year, the employee receives a credit of one week of vacation (i.e., 40 hours) added to his/her vacation balance.

Those employees who are currently accruing vacation at the 7.7 hours per payperiod rate but have less than 25 years of service (under previous contract table**) will have grandfather status and will maintain their current vacation accrual rate.

Employees who have completed 10 years of full-time public service (260 payperiods) by the ratification date of this contract will have grandfather status under previous contract table.**

**YEARS OF SERVICE	WEEKS OF VACATION
20 and more	5

SECTION 2. Vacation leave will not be granted without prior approval except under emergency conditions.

SECTION 3. Upon termination of employment, the employee shall receive a cash amount equal to all unused vacation including all accrued vacation subject to section 6.

SECTION 4. Vacation may be used in ¼ hour increments.

SECTION 5. Prior public service with the State or any of its political subdivisions shall be used to determine the rate at which vacation is accrued.

SECTION 6. Vacation may be carried over from year to year for up to two (2) years. However, the employee shall lose any vacation carried over in excess of two (2) years.

Should an employee be barred from scheduling vacation within a two (2) year period, the Employer may approve an extended carry over period.

SECTION 7. When more than one employee in a unit wishes to take vacation at the same time, the employee(s) with the greatest amount of seniority shall be given preference as long as equity

among employees is maintained and work responsibilities are sufficiently covered per management.

SECTION 8. Intermittent employees are not entitled to vacation.

ARTICLE 20 - SICK LEAVE

SECTION 1. Sick leave will accumulate at the rate of .0575 per hour. There shall be no limit to the amount of sick leave which may be accumulated. Sick leave may be used in ¼ hour increments.

SECTION 2. Sick leave may be used for illness, injury, pregnancy related condition of the employee, illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member, and medical, dental, and optical appointments of an employee or member of his/her immediate family. As used above, immediate family means an employee's spouse or significant other ("significant other" as used in this definition means 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 3. The employee shall personally report use of sick leave to the appropriate supervisor not later than 8:30 a.m. unless emergency conditions exist. An employee shall only be required to call in on the first day of an extended sick leave period.

SECTION 4. An employee shall not be required to present a doctor's statement unless he/she is absent for more than three (3) consecutive working days, or unless there is a valid reason to suspect abuse of sick leave.

SECTION 5. The Employer may require medical verification including a second opinion (at employer expense) and/or take disciplinary action if chronic use of sick leave, excessive use of sick leave or abuse of sick leave is suspected. Examples of abuse may include but are not limited to:

- A. Before or after holidays
- B. Before or after weekends or regular days off
- C. After pay days
- D. Any one specific day of the week
- E. Absences following overtime worked
- F. Partial days
- G. Pattern of maintaining zero or near zero balance
- H. Use of more sick leave than earned – excessive absenteeism
- I. Calling off sick on days when vacation or comp time was previously denied.

When medical verification is required, it is the employee's responsibility to provide his/her immediate supervisor with a written signed statement from an appropriate medical practitioner. Such statements shall include, a diagnosis, probable date of recovery and an assessment of the employee's ability/availability to report to work. If the illness is concerning the employee's

health, the statement should be related to the employee's condition. If the verification concerns the health of an immediate family member who requires care from the employee, then the medical statement should be related to the family member's health needs and the necessity for the employee's presence.

SECTION 6. Upon retirement after at least ten (10) years of service with the Employer, the State, any political subdivisions or any combination thereof, an employee shall receive payment for one fourth (1/4) of his/her unused sick leave. Such payment shall not exceed thirty (30) days pay.

Upon a OPERS retirement, employees with a minimum of 10 years of Wood County service may elect to be reimbursed for the balance of unused sick leave under the payment schedule outlined in the ORC or the following method:

Retirement means disability or service retirement under OPERS.

The balance of sick leave shall be paid at the following schedule:

<u>Years of Wood County Service</u>	<u>Percentage</u>	<u>Maximum Hours</u>
10	25	240
15	30	288
20	35	336
25	40	384
30	45	480

Payment shall be made at the rate of pay which is in effect at the time of retirement and shall be paid in accordance with the above scheduled rate at the time of retirement under PERS.

Acceptance of payment eliminates all remaining sick leave credit.

SECTION 7. Up to three days of Sick leave may be requested and used to supplement paid Funeral Leave.

SECTION 8. All part-time employees shall accumulate sick leave on a pro-rata basis.

ARTICLE 21 - INJURY LEAVE

The Employer agrees to continue to provide medical insurance for the first sixty (60) days of an industrial leave.

ARTICLE 22 - FAMILY AND MEDICAL LEAVE ACT

SECTION 1. The parties will abide by the Family and Medical Leave Act of 1993, as amended. A copy of said act will be available in the agency. The parties agree that the provisions of the Family and Medical Leave Act of 1993, as well as the requirement to exhaust all available leave before an unpaid leave of absence will be granted, effective August 5, 1993.

SECTION 2. The Employer shall continue to provide medical and life insurance benefits for the first ninety (90) days of Family and Medical Leave Act leave.

ARTICLE 22A - MEDICAL LEAVE

SECTION 1. Any time and benefits under this article shall be used concurrently with Article 22, Family and Medical Leave Act.

SECTION 2. Upon request, a pregnant employee may receive up to six (6) months leave of absence during the period preceding and immediately following delivery. Such leave requires the exhaustion of vacation and compensatory time before an unpaid leave of absence status will be granted. The parties agree that sick leave must be utilized if sick leave is medically required. Medical verification of pregnancy shall be required for approval of maternity leave. Upon the conclusion of the leave, the employee shall return to her previous position.

SECTION 3. An employee may be granted medical leave without pay for up to six (6) months upon providing a doctor's statement verifying the need for leave. At the conclusion of the leave, the employee shall return to his/her previous position or similar position within the employee's classification. If the employee's classification no longer exists, the employee shall with the approval of the Director, be assigned to a position in a classification similar to that formerly occupied.

ARTICLE 23 - COURT LEAVE

Section 1. In those instances when an employee is subpoenaed by any court where the employee has directly caused the action or has a personal interest, the Employer shall not grant full pay and benefits. The Employer shall grant full pay and benefits to any employee required to appear for jury duty. As soon as the employee has knowledge of his/her responsibility under this article he/she shall notify the appropriate supervisor. The employee will immediately provide copies of relevant notice(s) to the appropriate supervisor. All compensation received for serving as a witness or for jury duty shall be remitted by the employee to the Employer, unless such duty is performed outside of regular working hours.

Section 2. In other situations where the employee is a party to the action or has a personal interest in the action the employee shall be granted vacation, compensatory time, personal day, or Leave With Out Pay.

ARTICLE 24 - MILITARY LEAVE

Per county policy

ARTICLE 25 - FUNERAL LEAVE

In the event of the death of a member of an employee's immediate family an employee shall be entitled to two (2) days of paid funeral leave. Such leave shall not be taken from sick leave. Notice must be given to the appropriate supervisor as soon as possible. For purposes of this article, the immediate family is defined as follows: spouse, **significant other**, parents, and children.

SECTION 2. Up to three days of sick leave may be requested and used to supplement paid funeral leave.

ARTICLE 26 - PERSONAL LEAVE

An employee may be granted a personal leave of absence without pay for up to six (6) months subject to the approval of the Appointing Authority. Upon conclusion of the leave, the employee shall return to his/her previous position or similar position within the employee's classification. If the employee's classification no longer exists, the employee shall with the approval of the Director be assigned to a position in a classification similar to that formerly occupied.

ARTICLE 27 - EDUCATIONAL LEAVE

Section 1. An employee may be granted an educational leave of absence without pay for up to eight (8) months for work related courses subject to supervisory approval. Upon conclusion of the leave, the employee shall return to his/her previous position or similar position within the employee's classification. If the employee's classification no longer exists, the employee shall with the approval of the Director be assigned to a position in a classification similar to that formerly occupied.

Section 2. An Education/Training Committee will be formed and shall be comprised of two (2) local Union representatives and two (2) Management representatives. The Committee shall meet as needed to make recommendations to the Director regarding education/training necessary to meet agency requirements.

ARTICLE 28 - UNION LEAVE

The Employer shall grant a total of five (5) days of unpaid leave per year to allow Local Union members to attend Union activities. Such leave may be supplemented with vacation time. A Union Leave may only be denied due to an insufficient work force resulting from the absence of a substantial number of employees.

ARTICLE 29 - WAGES

The parties agree to a 3% across the board wage increase with a step if eligible effective March 1, 2015; a 2.5% across the board wage increase with a step if eligible effective March 1, 2016 with the understanding that if the County Commissioners announced across the board wage increase for 2016 is greater than 2.5%, the bargaining unit will receive the same increase as other general fund employees.

ARTICLE 30 - HEALTH AND LIFE INSURANCE

SECTION 1. Bargaining unit employees shall be covered by the County Health Insurance Program.

SECTION 2. The parties shall have equal representation on a county wide committee charged with studying the hospitalization/major medical program for Wood County employees.

SECTION 3. Current life insurance policy shall be continued for the life of this Agreement.

ARTICLE 31 - TAX DEFERRAL

The parties agree that the employee's contribution to the Ohio Public Employees Retirement System will, for tax purposes, be paid by the Employer. The Employer's share of the OPERS contribution shall not increase due to the provision, nor shall an employee's salary change due to the provision.

ARTICLE 32 - HOLIDAYS

SECTION 1. Employees shall receive the following holidays with pay:

1. New Year's Day (January 1st)
2. Martin Luther King Day (3rd Monday of January)
3. Washington-Lincoln Day (3rd Monday in February)
4. Memorial Day (30th day of May but may be observed on preceding Monday)
5. Independence Day (July 4th)
6. Labor Day (1st Monday of September)
7. Columbus Day (2nd Monday of October)
8. Veteran's Day (November 11th)
9. Thanksgiving Day (4th Thursday of November)
10. Day after Thanksgiving (4th Friday of November)
11. Christmas Day (December 25th)

In the event the Wood County Commissioners grant Christmas Eve, Good Friday or New Year's Eve to employees of the Wood County Commissioners, said holiday will be granted to employees covered by this Agreement.

In the event the Governor of the State of Ohio grants a State holiday, said holiday will be granted to employees covered by this Agreement if the State of Ohio agrees to reimburse the Wood County Department of Job & Family Services for personnel costs for the holiday.

SECTION 2. A holiday falling on a Sunday shall be observed on the following Monday. A holiday falling on a Saturday shall be observed on the preceding Friday.

SECTION 3. An employee must be in active pay status or on an approved leave the last working day preceding a holiday to be eligible to receive holiday pay.

SECTION 4. In the event an employee works on a holiday, with appropriate supervisory approval, he/she shall receive double time (2x) his regular rate of pay for all hours worked.

ARTICLE 33 - TRAINING

SECTION 1. The Employer shall provide appropriate training for all newly hired and promoted employees. In addition, the Employer shall provide appropriate training during working hours when introducing new equipment, methods, policies, procedures and regulations. When a

supervisor does not directly handle all training, said supervisor shall periodically monitor said training.

SECTION 2. The opportunity to attend the Directors Conference will continue contingent upon continuation of sufficient state reimbursement for this specific conference. Additional training opportunities will be offered to employees contingent upon funding and work-related necessity of such training. When it is not possible to provide training for all employees, those employees with the greatest seniority shall be given preference absent other appropriate concerns of the Employer.

SECTION 3. All employees shall receive copies of changes in procedures related to the job they perform.

ARTICLE 34 - BARGAINING UNIT WORK

Non-bargaining Unit employees can perform Bargaining Unit work so long as the performance of such work does not result in the layoff of any Bargaining Unit employee.

ARTICLE 35 - PROBATIONARY PERIOD

SECTION 1. The initial probationary period shall be 180 days. All promotional probationary periods shall be 180 days.

SECTION 2. During the initial probationary period, the employee shall not have the right to appeal disciplinary action through the grievance procedure. The Employer may terminate new employees without limitation except as provided by law.

SECTION 3 During the promotional probationary period the employee may have the right to return to his/her previous position after discussion with his/her supervisor. If during the promotional probationary period, the employee shows an inability to perform the work he/she shall be returned to his/her previous or comparable position by the Employer.

ARTICLE 36- TRAVEL REIMBURSEMENT

Employees shall receive travel related expenses listed below subject to prior management approval. Prior approval of the Board of County Commissioners is required for out of area travel with the exception of services mandated by law.

1. Full day reimbursement up to \$35.00 for food and beverages; half day reimbursement up to \$20.00 for food and beverages. Must have receipts for reimbursement.
2. Registration fees, parking fees, highway tolls will all be reimbursed with receipts.
3. The Board of County Commissioners, after review of the IRS mileage reimbursement rate and Wood County's current fiscal status, authorizes a mileage reimbursement rate for Wood County. This rate may be adjusted.

4. Hotel bills will be direct billed to Employer when hotel agrees to do so, otherwise hotel costs will be reimbursed with receipt. If the training is 100 miles away, and if the program (not the registration) starts before 10:00 a.m., the hotel bill will be reimbursed if the employee chooses to stay the night before.

ARTICLE 37 - PAY DAY

Payroll statement/checks shall be issued biweekly. The payroll statement or check stub shall list earned, used, and remaining vacation and sick leave contingent on Auditor's ability to provide same.

In those instances in which electronic payroll transfer is not available or utilized, payroll checks will be mailed to the mailing address provided by the employee when the employee is not able to pick up the payroll check during hours that the Department of Job and Family Services is open for business. Said payroll check shall be mailed within 3 working days unless prior arrangements have been made.

ARTICLE 38 - NEW EMPLOYEE ORIENTATION

The Employer shall allow the Union a total of twenty (20) minutes to orient a new employee to the Union and the Collective Bargaining Agreement. Such time shall be during work hours.

ARTICLE 39 - SUBCONTRACTING

SECTION 1. The Employer shall be permitted to subcontract bargaining unit work when there exists a sufficient demonstrated need to do so.

SECTION 2. No employees who could satisfactorily complete the work within the affected job classification intended for subcontracting, may be laid off as a result of subcontracting or shall be permitted to remain on layoff during such subcontracting, unless the Employer is required to contract out per Federal or State mandate.

SECTION 3. The Employer shall give at least five (5) working days advance notice (prior to letting the contract) to the Local Union President as to its intent to subcontract and shall discuss the matter with the Union.

SECTION 4. In the event that there remains a dispute as to such subcontracting, the Employer will be permitted to proceed with such activity notwithstanding the Union's objection.

SECTION 5. The Union shall have immediate access to the advanced steps of the grievance procedure to appeal any claimed contract violation.

ARTICLE 40 - EVALUATIONS

Evaluations of employee performance shall be done in a uniform manner. Employees shall have the ability to appeal evaluation results through the grievance procedure.

ARTICLE 41 - UNION MEETINGS

The Union shall be allowed to conduct Union meetings on the Employer's premises so long as:

1. The Employer is given advance notice.
2. The meeting occurs between 4:30 P.M. - 7:00 P.M.
3. No overtime is incurred.
4. Basics for discipline during work day applies to any infractions occurring during Union meetings.
5. During the months of contract negotiations only, the contract bargaining committee members shall be able to meet on premises so long as employer is notified and all employees are "off the clock".

ARTICLE 42 - SENIORITY AND OTHER RELATED MATTERS

SECTION 1. SENIORITY GENERALLY

Seniority shall be defined as the length of an employee's continuous service with the Agency. Time spent on paid time off, approved leaves of absence shall not constitute a break in service and employees who are on any of these leaves or layoff status shall earn seniority during the leave or layoff. Part time employees' continuous service shall be prorated.

SECTION 2. SENIORITY LISTS

The Employer agrees to provide the Union with a currently updated seniority list.

- A. This seniority list shall be updated quarterly by the Employer.

SECTION 3. LAYOFF AND RECALL

A. An employee may be laid off due to a lack of funds, the Employer's decision to eliminate a job, or as a result of a departmental reorganization.

B. The Employer shall give the affected employee(s) and the Union three (3) weeks notice of its intent to layoff.

C. The Employer shall meet with the appropriate Union officials fourteen (14) days prior to a layoff to discuss alternatives to a layoff. Should a dispute arise as to the necessity of such layoff, the Employer's determination shall control subject to the affected parties right to grieve.

D. The least senior employee within the affected job classification shall be the first to be laid off.

E. Layoffs shall be within a given classification series. No bumping to positions outside the employee's current classification series. Classifications consisting of one or two individuals where one or both have ten or more years of service with the Agency, those employees with ten years of employment are allowed one bump into a position they are immediately qualified and able to perform as determined by management.

F. Recall from layoff shall be in order of seniority provided the recalled employee possesses the qualifications of the position.

G. An employee's right to recall to his/her former position shall be limited to one (1) year.

H. Temporary, seasonal, and intermittent employees within the affected job unit shall be laid off in that order prior to the layoff of any bargaining unit part time or full time employees.

I. There shall be no new hires in the classification involved in a layoff while any employees qualified for the classification are laid off.

SECTION 4. JOB BID PROCEDURES

A. The Employer shall post all vacancies in each department for five (5) working days prior to filling such positions.

B. The Employer will consider internal and external candidates. Qualifications to be considered include an employee's work record, attendance record, disciplinary record, and evaluations. The Employer can upgrade state minimum qualifications and/or add new qualifications up to a total of three (3) changes. If grid comes out equal, preference will be given to in-house employee. However, attendance, work record, and discipline can disqualify. The most current two years will be used in assessing these qualifications. Management will not apply these qualifications in an arbitrary or capricious manner.

In the event all qualifications are equal, seniority shall prevail.

In the event an employee grieves a selection and upon conclusion of the grievance process the employee will be placed in the position within five (5) working days. If the grievance is successful and the grievance includes the issue of back pay, back pay will be awarded.

C. In the event the Employer decides to fill a vacancy and there is at least one (1) qualified bidder, such position shall be filled within three (3) weeks of the date such vacancy is posted insofar as feasible.

D. The bidder shall be notified of his/her selection in writing within five (5) days after selection.

E. Each job posting shall contain the following information: Work area, rate of pay, job description, minimum qualifications, the deadline for submitting bids, and the immediate supervisor.

F. The Employer shall provide the Local Union President with a copy of all job postings at the time of posting and the name of the successful bidder.

ARTICLE 43 - JOB DESCRIPTIONS

The Employer has the right to unilaterally issue job descriptions and to determine the appropriate qualifications for said jobs as well as determine the necessity of eliminating any classification. Further, the Employer can add up to three (3) additional job qualifications beyond State Minimum Qualifications to any job description. The additional qualifications must be necessary for the performance of the job. However, the Employer shall not add additional

qualifications for the sole purpose of disqualifying a specific employee from consideration for the job in question.

The Employer shall furnish a written copy to the Union of any changed or eliminated job description five (5) days in advance of the effective date of such change.

The parties may meet to discuss such job changes. However, mutual agreement is not required for such changes to occur.

ARTICLE 44 - COPIES OF AGREEMENT

The Employer agrees to provide a copy of this Agreement to each member of the Bargaining Unit within thirty (30) days after complete ratification of the Agreement.

ARTICLE 45 - MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in its operation relating to all working conditions and employee benefits shall be maintained as far as practical for no less than the highest minimum standards in effect at the time of the signing of this Agreement. Such conditions shall be improved wherever provisions for improvement are made elsewhere in this Agreement.

ARTICLE 46 - PERSONAL DAYS

All employees **after initial probationary period** shall be granted one (1) personal day to use independent of annual or sick leave. Requests must be made with reasonable advance notice. Only one personal day per year, not accumulative. Said requests shall not be unreasonably denied.

ARTICLE 47 – SOCIAL WORK LICENSURE

The employer will reimburse the employee the cost of the initial as well as renewal of the employees Social Worker License or License for Independent Social Workers.

ARTICLE 48 - SAVINGS CLAUSE

If any provision of this Agreement is found invalid by an appropriate court, then the parties shall meet within 30 calendar days in an attempt to renegotiate a provision in compliance with the law. If the parties cannot agree in a reasonable time period to new language, then the invalid provision will be submitted to the grievance procedure as outlined in this Agreement. The rest of the contract shall remain in full force and effect.

ARTICLE 49 - DURATION

This Collective Bargaining Agreement shall be in effect as of **March 1, 2015**. This Collective Bargaining Agreement shall remain in effect until **February, 28, 2017**.

ARTICLE 50 - EXAMINATIONS

Employees shall be allowed necessary time off without loss of pay to compete in civil service examinations conducted by the appointing authority and/or the director of administrative services. The employee shall be granted this time to compete in any test in which the employee is at the time serving in a provisional classification. The employee shall be granted additional time necessary to compete in two (2) civil service examination of his/her choice. If there are two tests given on any one day, this shall count as one test. In the event that the employee wishes to take more than the aforementioned tests per year, he/she may be granted vacation leave, compensatory time, personal day, or leave without pay in order to compete. Travel costs (use of county vehicle or mileage reimbursement plus lunch) are the responsibility of the employer when employee is taking any test in which the employee is at the time serving in a provisional classification. Travel costs are the responsibility of the employee when taking additional tests of his/her choice.

ARTICLE 51 – NON-WOOD CO. JFS EMPLOYEES

In the event of absorption of non-Wood Co. JFS employees into Wood Co. JFS, the parties agree to a limited reopener on Articles 34 and 39. Said reopener shall be for 30 days with mediation if necessary. The employer can implement a last and best offer once impasse (after FMCS mediation).

ARTICLE 52 – DRESS DOWN DAYS

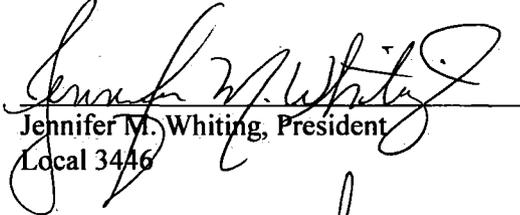
Every Friday, for life of CBA, will be a dress down day per the dress down guidelines.

SIGNATURE PAGE

FOR LOCAL 3446, AND OHIO
COUNCIL 8, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES:



Dawn Bailey
AFSCME Ohio Council 8



Jennifer M. Whiting, President
Local 3446



Monica Gazarek, Vice President
Local 3446

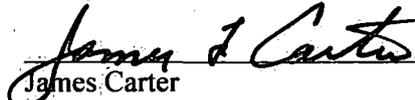


Cathy Allen
Negotiating Committee Member

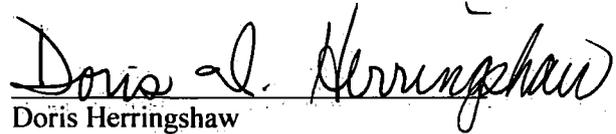


Megan McGranahan
Negotiating Committee Member

FOR THE EMPLOYER
WOOD COUNTY DEPARTMENT OF
JOB AND FAMILY SERVICES:



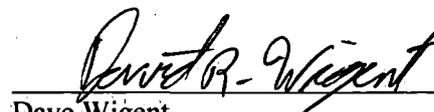
James Carter
Wood County Commissioner



Doris Herringshaw
Wood County Commissioner



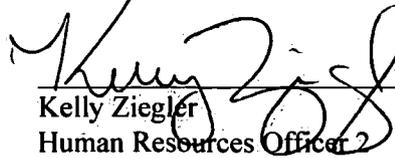
Joel Kuhlman
Wood County Commissioner



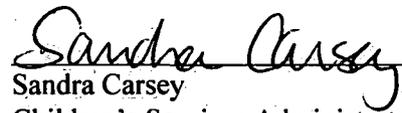
Dave Wigent
Director



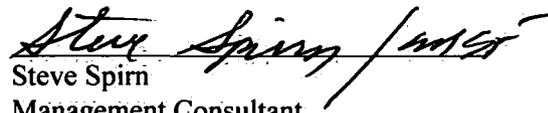
Michael Fuller
Assistant Director



Kelly Ziegler
Human Resources Officer 2



Sandra Carsey
Children's Services Administrator



Steve Spirn
Management Consultant

ADDENDUM A - FLEX TIME POLICY

Flex time is an opportunity for staff to choose their working schedule with supervisory approval within policy guidelines established by the Director. The parties recognize that client needs must be met and schedules must reflect this fact. The highest priority of the agency is to serve the public. This must be kept in mind at all times as supervisors administer and employees utilize the flex time policy. Supervisory discretion and employee cooperation will be necessary to insure that coverage is maintained. The Director will review this policy annually or as needed with the Flex Time Committee. **Joint committee with the union and employer representation from IM, Fiscal, Social Services, and Clerical shall explore and develop recommendations to be forwarded to the Director. Committee shall have equal representation from the union and employer.** However, the Director retains policy making authority.

1. Staff may begin work anytime between 7:30 a.m. and 8:30 a.m. except when they are scheduled to work until close on an extended hours day. On an extended hours day staff who are scheduled to work until closing at 6:00 p.m., may begin work at 9:30 a.m., 9:45 a.m., or 10:00 a.m. depending on the lunch hour chosen. The agency will be open to the public 8:00 a.m. to 4:30 p.m. except on an extended hours day when the hours will be 8:00 a.m. to 6:00 p.m. Core agency hours will be 8:30 a.m. to 3:30 p.m. except on an extended hours day when they will be from 10:00 a.m. to 3:30 p.m. Core hours indicate the time during which all employees will be present. Staff may leave work anytime between 3:30 p.m. and 5:00 p.m. (6:00 p.m. on an extended hours day) depending on starting time and lunch hour option. It is the responsibility of each employee to keep the supervisor informed of starting, ending, and lunch time schedule on a daily basis.
2. A normal work day is 8 hours: 7½ hours of work with ½ hour paid lunch or 7½ hours of work with a 1 hour lunch (½ hour paid and ½ hour unpaid) or 7½ hours of work with a 45 minute lunch (½ hour paid and 15 minutes unpaid). Each employee is responsible for punching out no sooner than the required 8 hours. (Punching the time clock may not be feasible for those in the field at the beginning or end of the work day. In these cases employees will write in their time). Exceptions to the 8 hour day are authorized use of sick leave, vacation leave, compensatory time or other time approved by an employee's supervisor. An in/out board may be used in various locations throughout the agency so other staff may easily determine an employee's hours for a particular day.
3. Supervisors will maintain authority to insure that their units are covered from 8:00 a.m. to 4:30 p.m. daily except on an extended hours day when coverage will need to be maintained until 6:00 p.m. Each unit will establish procedures with the supervisor to insure coverage of their unit. Each Supervisor, the Assistant Director or the Director has the authority to suspend the flex policy for a certain day(s) due to certain work activities taking place (i.e. staff meetings, first of month coverage, training sessions inside or outside the agency, conferences, emergencies determined by the employer, etc.). Written notice will normally be provided to staff who are involved in this type of situation at least 3 days in advance, however in emergency situations, the Supervisor, Assistant Director or Director may call for suspension of the flex policy on shorter notice.
4. The employee entrance will open no sooner than 7:15 a.m. Employees may begin work at 7:30 a.m. The time clock will continue to be used for clocking in in the morning, out at lunch, in from lunch and out at night.

5. Staff may choose a minimum of a ½ hour lunch (paid), a 45 minute lunch (½ hour paid and 15 minutes unpaid), or a maximum of a 1 hour lunch (½ hour paid, ½ hour unpaid). A lunch hour of 31 to 45 minutes constitutes a 45 minute lunch, a lunch hour of 46 minutes or more constitutes a 1 hour lunch. Lunch cannot be waived. Lunch must be taken between the hours of 11:00 a.m. and 2:00 p.m. except in exceptional circumstances as determined by the appropriate supervisor, with client coverage being maintained at all times. The ½ hour paid lunch may not be added to the beginning or end of the work day. At such times as flex time is suspended, an employee can work during the half hour portion of the lunch hour which is unpaid time and work and be paid for a half hour of overtime from 4:00 p.m. to 4:30 p.m. or leave at 4:00 p.m. only if this schedule has been prior approved by the Supervisor. Any overtime calculations shall be consistent with Article 15.

6. Due to the variable one hour starting time, all employees are required to be at work by 8:30 a.m. except employees providing late coverage on an extended hours day. The late policy that deals with flex time tardiness will be uniform throughout the agency. Flex time tardiness is defined as the following:
 1. clocking in after 8:30 a.m. (10:00 a.m. for staff working until close on an extended work day)
 2. clocking out for the day with less than the required 8 hours (and without supervisory approval); i.e. punched in at 7:45, ½ hour lunch, punched out at 3:40 p.m.
 3. Extending the lunch hour beyond one hour without prior approval.

The penalties for flex time tardiness will be as follows:

1st offense - warning of potential loss of flex time privileges

2nd offense and each offense thereafter - 30 day suspension of flex time privileges.

There will be no warnings after the first offense. The flex time tardiness record of each employee will be discarded six months from the most recent occurrence.

Chronic tardiness during the suspension of flex privileges will be reviewed by the supervisor prior to reinstatement of flex privileges. Flex privileges may not be reinstated should no improvement be made in correcting the tardiness problem.

An employee who is tardy 1-7 minutes will be required to make up the time before the end of the week. Makeup time must be done at the end of a work day rather than the start of a work day or at the lunch hour. An employee may be required to speak with the Director and/or Assistant Director if the employee feels he/she has a valid excuse for being tardy. It will then be determined if the tardiness is excused or unexcused. If tardiness is excused, it will not be counted as a tardy offense. Make up time will still be required, however. If tardiness is unexcused the above penalties will be imposed.

An employee who is late 8 minutes or more will not have the opportunity to make up time after hours and will be docked in 15-minute increments until the employee arrives at work. A valid excuse will be needed to determine if employee will not be docked of pay and if vacation or comp time can be requested to cover the time. The employee may be required to speak with the Director and/or Assistant Director if the employee feels he/she has a valid excuse for being tardy.

It will then be determined if the tardiness is excused or unexcused. If tardiness is excused, vacation/comp may be used to cover the time, and it will not be counted as a tardy offense. If tardiness is unexcused, employees must use leave without pay and above penalties will be imposed.

7. Employees will continue to call in sick and/or report an illness between 8:00 a.m. and 8:30 a.m. unless an emergency exists (per Union contract).
8. Clients will regularly be seen for appointments between 8:00 a.m. and 4:30 p.m. (6:00 p.m. on extended work days). Exceptions to this may be made with supervisory approval on a case by case basis. Appointments may be necessary before 8:00 a.m. or after 4:30 p.m. to accommodate a client's special needs. However, every effort must be made to see clients during normal business hours.
9. Employees who have appointments scheduled, who are not available due to the flex time option, and have not arranged for coverage will be subject to the same flex time penalties that exist for tardiness (see #6 above). There will be no grace periods. Employees are responsible for insuring they are available for scheduled appointments (including expedited slots) or arranging coverage for scheduled appointments. Because of the seriousness of not being available for a scheduled appointment, disciplinary action may also be taken.
10. In the event an employee utilizes sick time, vacation time, or comp time during the end of the work day, use of leave time will be calculated based on the employee's starting time. For example, if an employee reports to work at 7:45 a.m., takes a half hour lunch, and leaves at 3:00 p.m. due to being ill, sick leave will be used from 3:00 to 3:45 p.m.; overtime pay will not be calculated for the time period 7:30 a.m. to 8:30 a.m. because the employee began working during the flex block (7:30 a.m. to 8:30 a.m.).

Flex time is a benefit and may not be used to the detriment of the agency. Due to the nature of the flex time policy, overtime will not be paid to an employee unless the overtime was approved by the Supervisor.

11. Various positions may not be able to be involved totally in the flex time options due to the nature of those jobs. Examples of these positions include: cashier (first five working days of the month), crew leader, receptionists, switchboard operator, screener(s), aides, child and family specialist and, elder services worker.

These positions require the presence of persons during specific working hours. It may not be feasible for people in these positions to utilize flex time to its fullest extent. Supervisors of these employees will have discretion in determining if flex schedules will be feasible.

12. The switchboard will be open from 8:00 a.m. to 4:30 p.m. each day (6:00 p.m. on extended work days). Phone calls will be forwarded to staff even if they have chosen the flex option. It will be up to staff in those units to work together to pick up ringing phones and take messages when voice mail is not available.
13. Employees will be granted a one (1) minute grace period per day either when clocking in in the morning or at lunch, to be made up at the end of the day keeping within the flex policy guidelines.

The cooperation and commitment of every employee is needed to make a flex system work within the agency. We hope that the plan will be a benefit to all who choose to participate.

ADDENDUM B - STATEMENT OF POLICY AND PROCEDURES REGARDING MOTOR VEHICLE VIOLATIONS UNDER O.R.C. 4511.19

ORC 2913.03

BCC 3/29/88 Rev. 9/26/89 Rev. 95-291 Rev. 97-1385 Rev. 00-1828 BCC 01-1220 Rev. 04-2361

Rev. 05-1961 Rev. 07-2041 Rev. 08-2184 Rev. 11-679

This policy shall be kept current per County policy.

- I. This policy is promulgated to ensure the safety of all operators of motor vehicles while on County business and to maintain favorable motor vehicle insurance rates for Wood County motor vehicles.
 - A. Employee's insurability with Wood County is based on their personal driving record. Any and all activity on an employee's driving record within the prior three years weighs equally toward driving privileges while performing duties for Wood County.

II. Definitions

- A. Motor vehicles: All automobiles and off-road equipment including but not limited to lawn tractors, backhoes, gators, front-end loaders, compactors, etc. This policy does not apply to mobile equipment operated in a limited access, designated work site.

III. Motor Vehicle Operator Rules

- A. All Wood County employees operating motor vehicles to perform employment duties must comply with the following requirements and procedures:
 1. Possess a valid State of Ohio driver's license.
 2. Must wear safety belts while the motor vehicle is in operation whether they are a passenger or a driver.
 3. Operate motor vehicles in a lawful manner.
 4. Sign a release permitting a driving and criminal record check at any time throughout their employment with Wood County. Random driving checks may be administered. Wood County and/or its insurance carrier will review motor vehicle operation records for the prior three years when determining driving privileges.
 5. May not operate a Wood County motor vehicle for personal use.
 6. May not permit anyone other than an authorized Wood County employee to operate a Wood County motor vehicle.

7. May only transfer passengers in a County vehicle for reasons directly related to official Wood County business. Such passengers must wear their safety belts while the motor vehicle is in operation.
8. May only use communication equipment in a parked vehicle or in vehicles with hands free communication equipment. Employees shall not dial the cellular phone or take notes while driving. Emergency personnel performing safety sensitive functions are exempt, e.g., Sheriff or EMA personnel.
9. May not consume nor permit any other person to consume alcohol or drugs while in a motor vehicle on County business.
10. Keep County vehicles clean, maintain and repair as scheduled, and paid by the County.
11. Make no alterations to a Wood County motor vehicle, i.e. vehicle accessories, etc.
12. Maintain a copy of the Wood County Motor Vehicle Policy, insurance identification card, and Wood County Incident Report Form in the County motor vehicle.
13. Shall not knowingly damage the County vehicle through neglect, misuse, carelessness, or failure to follow instructions.
14. If a County-owned vehicle is not available, employees operating their personal motor vehicle to perform their duties of employment may request reimbursement for mileage, parking and toll fees, etc., if authorized prior to use. Such expenses shall be reported on a mileage reimbursement form submitted to the employee's supervisor.
15. If authorized to operate a personal motor vehicle, complete the "Certification of Compliance with Ohio's Financial Responsibility Law" form. The County's insurance carrier does not provide insurance coverage for an employee's personal vehicle while driving on County business.

B. Failure to comply with items listed above may result in disciplinary action.

II. Accidents

- A. In the event of an accident with a Wood County motor vehicle or a personal vehicle on County business, employees must follow the procedures below:
 1. Stay at the scene of an accident and identify yourself and render assistance if possible.
 2. Turn on four-way flashers and set out flags or flares, if available, to warn traffic.

3. Assist injured persons, if possible, giving immediate attention to severe bleeding. Do not move injured persons unless necessary for their protection against further injury. Send for an ambulance, if necessary.
 4. Do not admit responsibility or make any offer of settlement to the other party. Representatives of the County or the County's insurance carrier are responsible for settlements involving County vehicles. The employee or his/her insurance company is responsible for settlements involving personal vehicles.
 5. Obtain and record the name, address and license number of the other driver, car license plate number, and the name of car owner and insurance company.
 6. When requested, give your name, address, County affiliation and show your driver's license to the other party.
 7. Record names and addresses of witnesses and, if possible, get statement.
 8. Notify the police having jurisdiction (state, county or city) where the accident occurred. Record the name and badge number of any officer present.
 9. Sketch the location showing the position of vehicles, pavement markings, traffic control devices, witness locations and any special conditions such as obstructions, parked cars or skid marks. Show date, time of day, weather and road conditions, and any other useful information.
 10. Provide your supervisor with all information within 24 hours after the accident
 11. Complete a written Incident Report.
 12. Complete a "Traffic Violation/Accident Notice", as per Section VIII of this policy.
 13. Notify your supervisor if the fire extinguisher or first-aid kit has been used and replace as necessary.
- B. All supervisors must contact the Board of County Commissioners' Office immediately upon notification of an accident. The Commissioners' Office will notify the insurance carrier.

III. Fines

- A. Any fines incurred as a result of driving or parking violations shall be the responsibility of the employee.

IV. New Employees

- A. Appointing Authorities or supervisors shall obtain a traffic record check for prospective employees who may operate a motor vehicle for County related business by contacting the Commissioners' Office. This check shall include

any violations within the last three years. The insurance carrier will determine the driver's insurability.

V. Reportable Events

- A. Employees who may operate a county-owned or personal vehicle for county related business shall report any and all accidents that occur during or outside of work hours and regardless of fault, and arrests, citations, license suspensions or revocations resulting from moving violations, including, but not limited to: speeding, reckless operation, traffic control devices, assured clear distance, driving under the influence (DUI), driving under suspension, etc. Employees shall complete and return the "Traffic Violation/Accident Notice" by the next working day to their Supervisor.
 - 1. Employees must provide copies of the citation and/or indictment, court disposition of the charges, and any other court related documentation to their supervisor within three days of the action: changes in court dates, extensions, final outcome of court proceedings, etc.
 - 2. Failure to comply with the above will result in disciplinary action.
- B. The Appointing Authority or Department Head shall forward a copy of the "Traffic Violation/Accident Notice" and any other court related documentation upon receipt from the employee to the Board of County Commissioners.
- C. The Appointing Authority, in consultation with the Commissioners' Office and the insurance carrier, will determine whether the employee can continue to operate a motor vehicle in the performance of their job duties based on the following:
 - 1. Review of the employee's driving record,
 - 2. Any appropriate court determination including but not limited to driving privileges.
 - 3. Whether the employee can perform the duties of the position without operating a motor vehicle.
- D. If the Appointing Authority determines that the employee is unable to perform the duties of his/her position without operating a motor vehicle, disciplinary action may be taken, up to and including termination.

VI. Employer Restriction of Driving Privileges

- 1. If an employee's license is suspended, driving privileges are restricted until a final court determination is made.
- 2. If the employee receives court ordered driving privileges after a license suspension or an alcohol or drug related conviction, the employer may require the employee to comply with one or more of the following:

- a. Obtain a personal automobile liability policy with minimum limits of \$500,000 combined single limit, bodily injury and property damage. The policy must list Wood County as an additional insured party and be acceptable to the County's insurance carrier.
 - b. Increase insurance limits to \$1,000,000 if transporting clients.
 - c. Provide a certificate of insurance and full copy of the policy to the employer for review by the County's insurance carrier upon each period of coverage.
3. The County's insurance carrier reserves the right to amend the above requirements at any time. Any exception to these requirements must be approved in writing by the County's insurance carrier.
 4. The Appointing Authority may suspend the employee from operating a motor vehicle as part of his/her employment for one year periods, not to exceed three years.
 5. Disciplinary action may be taken, up to and including termination, if appropriate.

VII. OVI/DUI Convictions

A. An employee convicted of an OVI/DUI offense shall not operate a Wood County motor vehicle or his/her own motor vehicle on Wood County business until he/she has completed the following requirements:

1. Undergo at his/her own expense an acceptable alcohol dependency assessment within two weeks of conviction or other time period determined by the court.
2. Release the results of the drug/alcohol assessment in writing within five working days to his/her respective Appointing Authority/Department Head and the Commissioners' Office for insurance related purposes.
3. Complete any recommended treatment as outlined in the assessment. The employee shall provide written documentation of the successful completion of treatment within five working days of completing treatment to his/her respective Appointing Authority/Department Head and the Commissioners' Office for insurance related purposes.

B. Upon written certification of the successful completion of all assessment recommendations and if the court allows, the individual may drive his/her own vehicle while working for Wood County, but may not operate a Wood County motor vehicle for a three year period.

C. Following the original conviction, a second conviction of any major violation including another OVI/DUI or any other "6 point" violation or a suspension of license in the three year period immediately following the initial conviction will result in immediate termination of the employee.

**CERTIFICATION OF COMPLIANCE
WITH OHIO'S FINANCIAL RESPONSIBILITY LAW
AND
DRIVING AND CRIMINAL RECORD CHECK RELEASE**

I, _____, an employee of _____
(Employee Name) (Office/Department)

of Wood County, Ohio, do hereby certify that when using my personal vehicle(s) for County business that I am in compliance with Ohio's Financial Responsibility Law. I understand that I have a responsibility to report any and all accidents, arrests, violations, license suspensions or revocations to my supervisor and to the County Commissioners' Office using the Traffic Violation/Accident Notice form. Failure to do so could result in disciplinary action.

I further permit Wood County and its insurance carriers to perform driving and criminal record checks as they relates to my operating a motor vehicle during the course of my employment.

Employee Signature

Date

Witness

cc: Employee

Original to personnel file

TRAFFIC VIOLATION/ACCIDENT NOTICE

I am hereby submitting a notice of a reportable event as per Section VIII of the Wood County Motor Vehicle Policy. A copy of the violation/accident citation (if issued) must be attached.

Name of Employee: _____

Office/Department: _____

Date Violation Occurred: _____

Violation Occurred During Work Time: Yes No

Description of Violation/Accident: _____

Court Date (If applicable): _____

I understand and acknowledge that I must provide copies of all court documentation related to this reportable event to my supervisor within three days of the action: changes in court dates, extensions, final outcome of court proceedings, etc.

Employee Signature

Date

Received by _____

Date: _____

All documentation regarding this reportable event shall be copied to the Board of County Commissioners upon receipt from the employee. Supervisors shall check with the Commissioners' Office regarding the employee's ability to operate a motor vehicle while on County business.

Supervisor's Signature

Date

cc: Employee
BCC
Original to personnel file

07-2041

ADDENDUM C – VIOLENCE IN THE WORKPLACE POLICY

Violence in the Workplace Policy

ORC Chapter 2903

BCC 97-2707 12/23/97

BCC 00-1828 8/31/00 Rev. 04-2361 Rev. 07-2041

This policy shall be kept current per County policy.

I. Policy: Wood County will provide and maintain a safe workplace for all employees and citizens on County property. No employee or person shall possess, use or threaten to use a deadly weapon at a County worksite or on County property, including County and personal vehicles, unless such possession, or use of a weapon, is a necessary and approved job requirement. Any employee or person who threatens violence or engages in violence, or who engages in intimidating behavior or harassment also violates this policy.

II. Definitions

A. Act of Violence: Any physical action, whether intentional or reckless, that harms or threatens the safety of another individual in the workplace.

B. Dangerous Ordnance: Any automatic or sawed-off firearm, zip-gun, ballistic knife, explosive device, incendiary device, firearm muffler or silencer, or any combination of parts that is intended by the owner for use in converting any firearm or other device into a dangerous ordnance and any other substance or device now defined as a dangerous ordnance by O.R.C. 2923.11 and as later amended.

C. Harassment

1. Physical Harassment: Any physical assault including but not limited to hitting, pushing, kicking, holding, impeding or blocking the movement of another person.

2. Verbal Harassment: Verbal threats toward persons or property; the use of vulgar or profane language towards others, disparaging or derogatory comments or slurs, offensive sexual flirtations and propositions, verbal intimidation, exaggerated criticism, and name calling.

3. Visual Harassment: Derogatory or offensive gestures, posters, cartoons, publications or drawings.

D. Lock Down: A method used to secure the building and personnel from threats of violence as deemed necessary.

E. Threat of Violence: Any behavior by its nature which could be interpreted by a reasonable person as an intent to cause physical harm to another individual, his immediate family, or property.

- F. **Weapon:** Any instrument, device, or thing capable of inflicting death or physical harm, and designed or specifically adapted for use as a weapon, or possessed, carried, or used as a weapon.
- G. **Workplace:** All areas where employees perform job related duties including all county work areas, whether owned or leased by the county, including parking lots, or other places where county employees are engaged in Wood County business.

III. Sources of Violence

- A. **Workplace violence sources** can be divided into categories depending upon the relationship between the assailant and the worker or workplace. These sources include but are not limited to;
 - 1. **Disgruntled Customers/Clients.** A current or former customer, client or patient, an individual being transported, a criminal suspect or prisoner receiving a service provided by Wood County. The violence can be committed in the workplace, or as with service providers, outside the workplace but while the worker is performing a job-related function.
 - 2. **Past and Present Employees.** A current or former employee, a prospective employee, a current or former supervisor or a manager with an employment relationship to the workplace.
 - 3. **Personal Relationships.** An individual who has a personal relationship with an employee such as a current or former spouse or partner, a relative or a friend who has a personal dispute with the worker and enters the workplace to harass, threaten, injure or kill.
 - 4. **Unknown Citizens.** An individual with no legitimate relationship to the worker or the workplace who enters the workplace, or off-site duty area, usually on the pretense of being a customer to commit a robbery or other violent act.

IV. Types of Violence

- A. **Physical Harm to Person:** The intentional infliction of physical harm including impairment of physical condition or substantial pain to another person, with or without a weapon or dangerous ordnance.
- B. **Damage to Property.** Intentional or reckless damage to county or employee personal property without permission.
- C. **Verbal or Written Threats.** The intentional use of abusive, derogatory, threatening, annoying, discriminatory or obscene language to an employee either in person, by written communication or by telecommunication.
- D. **Threatening Gestures and Behavior.** The intentional use of conduct with the purpose of causing another to believe that the offender will cause physical harm to the other person or property or cause mental distress.

V. Security Measures

A. Violence-proofing the Workplace

- 1. No weapons or dangerous ordnance shall be permitted on property owned or leased by Wood County unless the possession or use of a weapon is a necessary and approved job requirement.**
- 2. No county employee shall carry a weapon or dangerous ordnance while performing employment duties for Wood County unless the possession or use of a weapon is a necessary and approved job requirement.**
- 3. All county employees and frequent county vendors shall display identification cards during working hours on county property where required. Visitors shall display identification cards if requested.**
- 4. Each county office or work area shall designate a safe room or area for employees if an emergency develops.**
- 5. County agencies and departments shall review work areas, grounds and common areas to identify and implement security improvements.**

B. Notification of Suspicious Behavior

- 1. County officials and employees shall report all non-emergency or suspicious behavior to their supervisor or appropriate law enforcement agency.**

C. Emergency Threat Assessment

- 1. If the threat of violence is obvious and imminent, the employee shall immediately report the emergency by dialing 911 or using other pre-determined security measures and implement the lock down procedure.**
- 2. In all other instances, the elected official, department head or designee shall evaluate the reported behavior or incident to determine whether a potential emergency or actual emergency exists.**
- 3. The elected official, department head or designee shall determine the necessary action, including implementation of the lock down procedure.**

D. Lock Down Procedure

- 1. To implement a lock down, an announcement of the lock down shall be made by designated personnel to instruct employees and visitors to proceed to their designated safe room or area.**
- 2. Employees and visitors shall proceed to their designated safe room or area and secure all doors within the area.**
- 3. Designated personnel shall report the emergency by accessing an outside line and then dialing 911.**

4. Employees shall remain in their designated safe room or area until the law enforcement response team declares that an emergency no longer exists.
5. Immediately following the lock down, the official or employee implementing the lock down shall document all emergency and non-emergency incidents by completing an Incident Form. Copies shall be forwarded to the Sheriff's Office for assessment and the County Administrator.

VI. Assistance

- A. Elected officials, department heads or their designees may refer employees who are victims of or who have threatened violence in the workplace for assessment by the Employee Assistance Program. Participation in the Employee Assistance Program is not in lieu of prosecution and/or disciplinary action if warranted.

VII. Discipline and Prosecution

- A. Employees shall be subject to discipline for the following:
 1. Committing or participating in acts of violence while performing the duties of their position or while on county property.
 2. Failing to report suspicious behavior or threats against Wood County or its employees.
 3. Engaging in intimidating behavior or harassment.
 4. Intentionally and falsely alleging a violation of this policy.
 5. The employee may also be prosecuted under applicable federal or state law.
- B. Any non-employee who commits or participates in acts of violence or who engages in intimidating behavior or harassment against county employees while performing the duties of their position or against citizens on county property will be prosecuted under applicable federal or state law.
- C. Any employee found to be in violation of this policy shall be subject to disciplinary action up to and including termination.

VIII. Training

- A. All employees, including new hires, shall receive a copy of this policy.
- B. All employees shall attend training on recognizing, reporting and responding to potential workplace violence.
- C. Elected officials, department heads or their designees shall provide additional training as may be appropriate.

ADDENDUM D – HARASSMENT POLICY

Harassment Policy

ORC Chapter 2907

BCC 98-749 4/9/98 Rev. 04-2361 Rev. 08-2184

This policy shall be kept current per County policy.

I. Purpose: Wood County will provide a work environment free from harassment and will maintain a quality working environment for all employees that is free from discrimination, intimidation, insult, ridicule, offensive physical or verbal abuse of a sexual, ethnic, racial, gender, age, disability, or religious nature.

II. Types of Harassment

A. Personal Harassment includes, but is not limited to offensive racial, ethnic, physiological, age, disability, or religion-related, or gender-specific jokes, comments, or innuendoes, or any other verbal or physical conduct that reasonably could be construed as a failure of good behavior in the workplace..

B. Sexual Harassment is a violation of Section 703 of Title VII of the Civil Rights Act of 1964 and defined as “unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, used as the basis for employment decisions affecting such individual, or such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating hostile, or offensive work environment.”

1. There are two types of sexual harassment:

a) Quid Pro Quo Harassment occurs when there is submission to or rejection of unwelcome sexual conduct either explicitly or implicitly is used as the basis for employment decisions affecting such individual.

b) Sexual harassment caused by a hostile work environment is unwelcome sexual advances, or other sexually offensive conduct, that does not involve a specific reward or punishment, but which unreasonably interferes with an individual's job performance, or creates an intimidating, hostile, abusive, or offensive working environment.

c) Sexual Harassment can include, but is not limited to:

i. Verbal:

- (a) Sexual innuendo
- (b) Suggestive comments
- (c) Threats
- (d) Insults

- (e) Obscene joke telling
 - (f) Unwelcome humor and jokes about sex or gender-specific traits.
 - (g) Sexual proposals
 - (h) Unwanted and repeated requests for association
- ii. Non Verbal:
- (a) Making sexual or suggestive or insulting noises
 - (b) Obscene gestures
 - (c) Whistling
 - (d) Leering
 - (e) Written or electronically transmitted messages and/or letters
 - (f) Pictures, photographs
- iii. Physical:
- (a) Touching
 - (b) Pinching
 - (c) Squeezing
 - (d) Patting
 - (e) Coerced sexual activity
 - (f) Assault
 - (g) Repeated brushing against body

I. Responsibility

A No employee shall initiate, engage in alone, or with others, or encourage another to engage in any form of harassment.

B. All employees shall discourage harassment incidents from occurring in the workplace and report any harassment incidents to the appropriate Appointing Authority as required under Section IV of this policy.

C. All Supervisors or Department Heads must use reasonable efforts to prevent harassment incidents from occurring within their work jurisdiction.

D. Each Appointing Authority shall implement and enforce the Harassment Policy as follows:

1. Disseminate this policy and Equal Employment Opportunity Guidelines to every Department Head.
2. Provide harassment awareness education.
3. Conduct formal investigations (with assistance of legal counsel) of any harassment complaint.
4. Prepare a written investigation report and findings on each formal complaint alleging harassment.

5. Monitor appropriate personnel action regarding any situation that violates this policy.
 6. Compile information on department, division, and agency sexual harassment complaints.
- E. Each Appointing Authority and Department, Division, and Agency Head is responsible for observing and following this policy and procedure. The Appointing Authority may be legally liable if they knew or should have known of the conduct and did not take immediate and appropriate corrective action.

I. Reporting

A. An employee who believes that he/she has been subjected to harassment, who witnesses harassment, or who believes that a co-worker has been subject to harassment, whether sexual or personal, shall report in a timely manner, in writing, such complaints to a Supervisor or Department Head of his/her choice, or if necessary, to the appropriate Appointing Authority. No employee is required to report such incident to his/her immediate supervisor. B. It is a violation of this policy to retaliate in any way against any employee who complains of harassment.

B. No employee or public official shall retaliate against any employee who complains of or reports harassment.

II. Investigation Procedure

A. Upon receipt of a harassment complaint, the recipient of such complaint shall forward the complaint to the appropriate Supervisor or Department Head who will then conduct an internal investigation of the complaint.

B. The Supervisor's investigation shall proceed in a discreet and reasonably timely fashion by using the following guidelines:

1. Complainant shall be interviewed.
2. Alleged Harasser(s) shall be interviewed including disclosure of alleged allegations.
3. Witnesses, if any, including persons to whom contemporaneous complaints have been made, shall be interviewed.
4. All relevant evidence shall be collected and weighed.
5. A written recommendation shall be directed to the appropriate Appointing Authority and copied to the County Administrator.

C. If the situation cannot be resolved internally, the Supervisor or Department Head of a Commissioners' Department shall forward said complaint to the County Administrator for further investigation. For employees under another Appointing Authority, the complaint shall be forwarded to the employee's Appointing Authority. Thereafter, a thorough

investigation of the harassment complaint shall be instituted by the Appointing Authority or designee with consultation from legal counsel. The Appointing Authority may request assistance from the County Administrator as needed.

I. Penalties

- a. Violation of this policy is a "Failure of Good Behavior". Any employee found to be in violation of this harassment policy, or a Supervisor, or Department Head who knowingly permits violation of this policy without taking appropriate action, shall be subject to disciplinary action up to and including dismissal.

ADDENDUM E – DRUG FREE WORKPLACE POLICY

This policy shall be kept current per County policy.

I. Purpose: The Wood County Drug Free Workplace Policy provides a safe, drug-free work environment to ensure an employee's health and job performance and guidelines for the consistent handling of drug use violations in the workplace.

III. Definitions

A. County Property: Any premises owned, leased, or under the control of Wood County.

B. Controlled Substance: Any mind-altering substance not legally prescribed by a licensed physician (illegal drugs such as marijuana, crack, cocaine, downers, uppers, etc.) or legally prescribed but not taken as directed by the physician

C. Reasonable Suspicion: Belief based upon specific, contemporaneous, articulable, observations of the appearance, behavior, speech, or body odor of an employee.

D. Certified Testing Facility: Testing facility which is certified and operated in accordance with Federal regulations.

II. Policy

A. Prohibited Drug Use

1. Employees shall not manufacture, sell, or otherwise distribute, dispense, possess, or use alcohol or controlled substances on County property or while acting in any official capacity as a Wood County employee.
2. Employees shall not work or report to work under the influence of alcohol or controlled substances.
3. Employees shall not use prescribed controlled substances other than as directed by a physician while at work or on County property.
 - a. A County employee must advise his/her Supervisor of any prescription or non-prescription medications he/she uses which may impair judgment, coordination, or any other sensory ability necessary to perform job duties. Employees must submit written medical documentation for prescription medications. Reasonable accommodations will be made when possible for any employee on medications.

B. Voluntary Drug Dependency Treatment

1. Employees may request assistance with any drug or alcohol problem before disciplinary action is necessary. Conscientious efforts to seek help will not jeopardize an employee's job and will not be noted in any personnel records. An employee may take sick leave or vacation for counseling or treatment or if leave is unavailable, the employee may request to take an unpaid leave of absence.

2. County sponsored health insurance may provide coverage for treatment of chemical dependency for eligible employees. The employee must follow applicable insurance procedures regarding treatment and payment. Consult the Insurance Subscriber Booklet for more information.

I. Procedure

A. Reporting of Drug Violations

1. Employees must provide written notification to their Supervisor or Appointing Authority within two business days of any criminal drug statute charge and/or conviction.
 - a. The Employee shall provide copies of all court documents related to the charge to the Appointing Authority within three days of the action, including but not limited to, the complaint or indictment, changes in court dates, or final outcomes of court proceedings.
2. Supervisors shall notify their Appointing Authority in writing within 24 hours of an employee's violation of this policy.
3. If the drug related violation occurs within the workplace, or while acting as a Wood County employee/representative, Supervisors shall forward the written notification and all ongoing case information received from the employee to the Commissioners' Office within two business days for insurance related purposes
 - a. If the agency receives federal grant funds, the Supervisor or Appointing Authority must notify the federal agency providing the funds of the conviction within 10 calendar days.

C. Drug/Alcohol Testing

1. Cause for testing

- a. If "reasonable suspicion" exists that an employee is working or has reported to work under the influence of alcohol or a controlled substance the Supervisor or Appointing Authority shall require that the employee submit to a drug and/or alcohol test immediately.
- b. The Supervisor or Appointing Authority may require testing after a motor vehicle accident which results in bodily injury, property damage or if other reasonable suspicion exists for testing.

2. Documentation and Testing Procedures

- a. The Supervisor, Appointing Authority or other witness shall make a written record of the observable facts supporting "reasonable suspicion" for a drug and/or alcohol test. The report must be signed by the supervisor and/or witnesses within 24 hours of the incident or before the results of the test are released, whichever is earlier. A copy of the report will be given to the employee.

- b. Supervisors shall notify the employee of the decision to require a drug and/or alcohol test in the presence of a witness, preferably by another departmental supervisor.
- c. County personnel will transport the employees to the certified testing facility.
- d. Employees must sign an authorization form permitting the physician or lab to conduct the tests (urine and breath) and release the results to the testing employee's Appointing Authority.
- e. The standard for a positive initial test and for confirmation tests shall be those set forth in Federal regulations, 49 CFR, Part 40, and as amended. The cut off level for alcohol will be as set forth in Federal regulations which is currently an alcohol concentration of 0.04 or greater.
- f. An employee shall remain on active duty for pay purposes during testing.
- g. A positive test will result in the employee being relieved from duty until such time as the employer determines that rehabilitation and or discipline is appropriate. Employees may use sick or vacation leave, if available. If neither is available, said time shall be considered unpaid.
- h. An employee who refuses to be tested or tampers with test results will be presumed to test positive for drug or alcohol use.

3. Test Results

- a. Wood County shall maintain all test results in a confidential medical file.
- b. Wood County will retain negative test results for one year and positive test results for five years.
- c. The employee will be given a copy of the test results.

4. Appeal

- a. The employee may request another test on the split sample in accordance with Federal regulations at his/her own expense.
- b. Any employee may appeal action taken by the County under this policy through the grievance procedure.

5. Disciplinary Action

- a. Employees in violation of this policy and related procedures shall be subject to disciplinary action, including but not limited to termination of employment.
- b. The type and severity of discipline will depend on all the circumstances, including but not limited to, type and amount of drug or

alcohol used, employee's explanation, employment record, and willingness to enter a rehabilitation program if treatment is appropriate.

- c. An employee who fails to comply with any portion of this policy including a refusal to sign the drug/alcohol test authorization form, or to take a requested drug/alcohol test can be discharged for insubordination.

6. Rehabilitation and Counseling

- a. Treatment programs shall be accredited by the Joint Commission on the Accreditation of Hospitals and/or licensed through an appropriate State licensing agency.
- b. Employees must provide written evidence of enrollment in a bona fide rehabilitation program within 48 hours of acceptance to their immediate supervisor.
- c. The employee must complete the treatment program within 45 days of admission. The treatment can be extended with written medical justification, but in no event for longer than six months from the date of the original positive test.
- d. The employee must provide written verification that he/she has completed the program and is fit to return to work. The employee must pass a drug/alcohol screen prior to returning to active duty.
- e. If the treatment requires a leave of absence, the employee will be considered on sick leave or FMLA if available. The employee must provide written documentation from the treatment provider that the employee is cooperating and making reasonable progress in the treatment program
- f. County sponsored health insurance may provide coverage for treatment of chemical dependency for eligible employees. The employee must follow applicable insurance procedures regarding treatment and payment. Consult the Insurance Subscriber Booklet for more information.
- g. Failure to meet any provisions of this section will result in termination of employment.

7. Distribution of Policy and Training

- a. All employees shall receive or have access to a copy of the Drug Free Workplace Policy.
- b. Supervisors shall receive two hours of initial training in accordance with the FHWA regulations regarding the detection of the use of controlled substances or alcohol as set forth in the Federal regulations. Training records shall be maintained for five years.

INDEX

—B—

BARGAINING UNIT WORK, 18
bid, 21
bulletin boards, 4, 5
BULLETIN BOARDS, 4

—C—

civil service, 23
compensatory time, 10, 26
COPIES OF AGREEMENT, 22
corrective action, 4, 7, 8, 9
CORRECTIVE ACTION, 7
COURT LEAVE, 15

—D—

dismissal, 9, *See* termination
doctor's statement, 13, 14
double time, 9, 17
DRUG POLICY, 44
DURATION, 23

—E—

educational leave, 16
EDUCATIONAL LEAVE, 16
EVALUATIONS, 19
EXAMINATIONS, 23

—F—

Family and Medical Leave Act, 14, 15
FAMILY AND MEDICAL LEAVE ACT, 14, 15
Flex, 9, 25, 26, 27
FLEX TIME POLICY, 25
funeral leave, 15, 16
FUNERAL LEAVE, 15, 16

—G—

grievance, 5, 6, 7, 8, 19, 20, 21
GRIEVANCE PROCEDURE, 5

—H—

HARASSMENT POLICY, 40
HEALTH AND LIFE INSURANCE, 16, 17
HEALTH AND SAFETY, 11
holiday, 10, 17
holidays, 5, 10, 17
HOLIDAYS, 17
HOURS OF WORK, 9

—I—

immediate family, 13, 14
INJURY LEAVE, 14
insurance, 15, 16, 17

—J—

job descriptions, 21
JOB DESCRIPTIONS, 21

—L—

LABOR/MANAGEMENT MEETINGS, 5
layoff, 2, 20, 21
leave without pay, 15, 25, 26
lunch, 9, 25, 26, 27

—M—

MAINTENANCE OF STANDARDS, 22
MANAGEMENT RIGHTS, 2
MEDICAL LEAVE, 15
MILITARY LEAVE, 15
MOTOR VEHICLE VIOLATIONS, 29

—N—

NEW EMPLOYEE ORIENTATION, 19
NO STRIKE/NO LOCKOUT, 5
NONDISCRIMINATION, 3
NON-WOOD CO. DHS EMPLOYEES, 23

—O—

officers, 4, 5
on-call, 10
overtime, 9, 10, 17, 25, 26
Overtime, 9, 10
OVERTIME, 9

—P—

PAY DAY, 19
payroll deductions, 2
PAYROLL DEDUCTIONS, 2
personal day, 15, 22
PERSONAL DAYS, 22
PERSONAL LEAVE, 16
PREAMBLE, 1
probationary, 18
PROBATIONARY PERIOD, 18

—Q—

qualifications, 1, 11, 20, 21, 22
Qualifications, 21

—R—

RECOGNITION, 1
reprimand, 7
Reprimand, 7

—S—

SAVINGS CLAUSE, 22
seniority, 9, 10, 12, 18, 19, 20, 21
Seniority, 20
SENIORITY AND OTHER RELATED MATTERS, 20
SEXUAL HARASSMENT, 3
sick leave, 5, 13, 14, 15, 16, 25
Sick leave, 13, 14, 15, 16
SICK LEAVE, 13
SOCIAL WORK LICENSURE, 22
steward, 4
Stewards, 4
STEWARDS AND OFFICERS, 4
subcontracting, 19
SUBCONTRACTING, 19

—T—

TAX DEFERRAL, 17
termination, 12
training, 11, 18
TRAINING, 18
travel 18, 19
TRAVEL REIMBURSEMENT, 18

—U—

UNION LEAVE, 16
Union meetings, 19, 20
UNION MEETINGS, 20

—V—

vacation, 5, 11, 12, 13, 14, 25, 26, 27
Vacation, 11
VACATION, 11
VIOLENCE IN THE WORKPLACE POLICY, 36
VISITS BY UNION REPRESENTATIVES, 3

—W—

WAGES, 16
work rules, 10, 11
WORK RULES, 10
WORKING OUT OF CLASSIFICATION, 11