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**AGREEMENT BETWEEN**  
**WAYNE COUNTY CHILDREN SERVICES BOARD**  
**And**  
**TEAMSTERS LOCAL UNION #436**

**Effective March 1, 2015**  
**Expires February 28, 2018**

**Case No. 2014-MED-11-1623**

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**ARTICLE 1**  
**AGREEMENT**

**Section 1.** This Agreement is made and entered into by the Wayne County CSB, hereinafter referred to as the "Board," "Appointing Authority," or as the "Employer," and The Excavating, Building Material, Construction Drivers, Race Track Employees, Manufacturing, Processing, Public Employees, Assembling and Installer Employees, Local Union #436, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union," to comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to set forth in its entirety the full and complete understanding and agreements between the parties governing wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

**Section 2.** The Employer and the Union agree that they have entered into negotiations to establish this Agreement and to provide an opportunity for the Union and the Employer to negotiate as to wages, benefits and other terms and conditions of employment for all employees included in the bargaining unit as defined herein.

**ARTICLE 2**  
**UNION RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive representative for those employees for the Employer in the bargaining unit. Wherever used in this Agreement, the term "bargaining unit" shall be deemed to include those individuals employed full-time or part-time, and shall consist of the following positions: Caseworker II, Clerical Specialist II, Account Clerk II, Case Aide, Records Technician, Network Technician, Foster/Adoption Recruiter/WWK Recruiter, and Homemaker/Health Aide.

**Section 2.** Notwithstanding the provisions of this article, management, confidential, professional, supervisory, temporary, seasonal and employees in the unclassified service shall not be included in the bargaining unit. Positions which are time-limited shall not be included in the bargaining unit.

**Section 3.** Should new classifications be established within the agency, the Employer and the Union shall discuss and attempt to reach agreement on the inclusion or exclusion of such classifications within the bargaining unit. If the parties have failed to reach agreement within thirty (30) days of the filling of such new classifications, either party may petition the State Employment Relations Board for a determination. The determination of SERB shall be binding upon both parties.

**Section 4.** For purposes of this agreement, part-time employees shall be those employees who work less than thirty (30) hours per week. Notwithstanding this definition the Employer reserves the right, in its sole and exclusive discretion, to redefine part time employees to those who work a lesser number of hours per week and to limit the hours available for part-time employees based upon its assessment of its operational needs and/or benefit liabilities that may be required under external law.

**ARTICLE 3**  
**UNION REPRESENTATION**

**Section 1.** An employee selected by the Union to act as Union representative for the purpose of processing grievances under the grievance procedure shall be known as a Steward. The Steward may have an alternate Steward to act as Steward in the absence of the regular Steward.

**Section 2.** The Employer agrees to admit not more than two (2) non-employee Union representatives to the Employer's facility during the Employer's normal office business hours Monday through Friday. Upon entering, such non-employee Union representatives shall identify themselves to the Employer or its designated representative. Non-employee Union representatives shall be admitted for the purposes established in the Agreement and shall only be permitted in the areas of the facility designated by the Employer or its designated representative. Such access shall not be unreasonably denied.

**Section 3.** The Union shall notify the Employer, in writing, of the names of the Steward and non-employee representatives before they will be recognized by the Employer.

For the purpose of this article, appropriate Union representative's business is defined as:

- a. representation of a member at any step of the grievance;
- b. representation of a member at a disciplinary conference;
- c. attendance at meetings between the Union and the Employer where their attendance is requested.

**ARTICLE 4**  
**UNION SECURITY AND DUES CHECK-OFF**

**Section 1.** The Employer and the Union agree that membership in the Union is available to all employees occupying job titles as has been determined by this Agreement appropriately within the bargaining unit.

**Section 2.** The Employer agrees that payroll dues deduction for those employees in the bargaining unit shall be available to the sole and exclusive representative of those employees only and no other organization shall be granted such rights.

**Section 3.** The Employer agrees to deduct regular Union membership dues, initiation fees, and other assessments, once each month from the pay of any employee eligible for membership in the bargaining unit upon the individual employee voluntarily signing a written authorization for such deductions. The employee will sign the Payroll Deduction Authorization Form along with a copy provided by the designated personnel administrator. The designated personnel administrator will send an authorization form and a copy to the county Auditor's office. Upon receipt of the proper authorization form, the Auditor will deduct Union dues, initiation fees, and other assessments from the payroll check for the pay period following the pay period in which

the authorization was received and dues are deducted by the Employer. The Employer shall also check-off regular Union membership upon presentation of an executed check-off authorization and assignment form.

**Section 4.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, action or proceedings by any employee arising from deductions made by the Employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 5.** The Employer shall be relieved from making such "check-off" deductions upon: (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or with applicable law. Employees making revocation of membership will be obligated to have a fair share fee deducted for all subsequent months of the life of the Agreement. Employees wishing to revoke membership, dues deduction and fair share fee may do so during a thirty (30) day period beginning one hundred twenty (120) days prior to the expiration of this agreement.

**Section 6.** The Employer shall not be obligated to make dues deductions of any kind from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deductions.

**Section 7.** It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. If a claim of error is made to the Employer, in writing, within thirty (30) days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted, by deducting the proper amount from the pay of the employee to correct said error. Payroll collection of dues shall be authorized for the exclusive bargaining agent only and no other organization attempting to represent the employees within the bargaining unit as herein determined.

**Section 8.** The Auditor may establish procedures for deducting dues which shall not be unreasonable or cumbersome. Deductions will be made during one (1) pay period each month. In the event a deduction is not made for any Union member during any particular month, the Employer, upon written verification of the Union, will make the appropriate deduction from the following pay period if the deduction does not exceed the total of two (2) months' regular dues. The Employer will not deduct more than two (2) months regular dues from the pay of any Union member.

**Section 9.** The Employer agrees to remit a copy of all new Payroll Deduction Authorization Forms along with a warrant in the aggregate amount of the deduction to the Union.

**ARTICLE 5**  
**UNION LEAVE**

**Section 1.** The Union Steward(s) and/or delegate(s) to conventions or conferences of the Union shall be granted time off without pay for the purpose of participating in such. In lieu of time off without pay, said employees may elect to take accumulated compensatory time or approved vacation leave for such meetings. The employee must request approval of such time off from the Employer ten (10) calendar days prior to any such meeting. Approval of such leave shall not be unreasonably withheld. Such leave shall not exceed a total of five (5) working days per calendar year for the unit.

**ARTICLE 6**  
**MANAGEMENT RIGHTS**

**Section 1.** Nothing herein shall be construed to restrict any constitutional, statutory, or inherent exclusive appointing authority rights with respect to matters of general managerial policy. The Employer retains the right and the authority to administer the business of the department, and in addition to other functions and responsibilities which are not specifically modified by this Agreement, the Union shall recognize the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations, and to otherwise exercise the prerogatives of management, and more particularly, including but are not limited to the following:

- a. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause;
- b. to manage and determine the location, type and number of physical facilities, type of equipment, programs and the work to be performed;
- c. to determine the department's goals, objectives, programs and services, and to utilize personnel in a manner designed to effectively and efficiently meet these purposes;
- d. to determine the size and composition of the work force and each department's organizational structure, including the right to lay off employees from duty due to lack of work or lack of funds;
- e. to promulgate and enforce reasonable work rules, policies and procedures;
- f. to determine the hours of work, work schedules and to establish the necessary work rules for all employees;
- g. to determine the necessity to schedule overtime and the amount required thereof;
- h. to determine the department's budget and uses thereof; and

- i. to maintain the security of records and other pertinent information.

**ARTICLE 7**  
**NO STRIKE/NO LOCKOUT**

**Section 1.** Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide uninterrupted services to the citizens of Wayne County. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by its members. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately issue telegrams to all Union members over the signature of an authorized representative of the Union to the effect that a violation is in progress and such telegram shall instruct all employees to immediately return to work. A copy of the telegram shall be directed to the Employer. Should the employees fail to return to work or the Union fail to send such notice, the Employer shall have the option of canceling dues deductions for any month in which illegal strike activity occurs. An employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be disciplined up to and including discharge and only the question of whether or not he did in fact participate in or promote such action shall be subject to appeal.
- B. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the bargaining unit, unless those members shall have violated Section 1 (A) of this article.

**ARTICLE 8**  
**DISCIPLINARY PROCEDURE**

**Section 1.** No form of disciplinary action will be taken against any employee except for just cause.

**Section 2. Progressive Discipline.**

- A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy.
- B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline and the employee's record of conduct.

**Section 3. Predisciplinary Conference.**

- A. Whenever the Employer or its designee determines that an employee may be disciplined for just cause (suspensions of record, unpaid suspensions, reductions, or termination), a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged conduct. The Employer shall provide the employee with a written outline of the charges which form the basis for the disciplinary action at the time that the predisciplinary conference is scheduled.
- B. At the predisciplinary conference, the employee may be accompanied by a Union representative. The Employer will present the charges and will ask the employee or his/her representative to respond to the allegations of misconduct which were outlined to the employee.
- C. Decision of the Employer may be appealed by filing a grievance at Step 2 of the grievance procedure within five (5) working days of receipt of the decision.

**Section 4.** Records of disciplinary action shall have force and effect according to the following schedule based on severity of offenses described in the Personnel Policy Manual, provided there have been no intervening disciplinary actions taken during the same time period.

|                         |                    |
|-------------------------|--------------------|
| Instruction and caution | Twelve months      |
| Written Reprimand       | Twenty-four months |
| Suspension, Reduction   | Thirty-six months  |

**Section 5.** The Employer agrees that all disciplinary procedures shall be carried out in private and in a businesslike manner.

**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

**Section 1.** The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard, answered, and appropriate action taken to correct a particular situation.

**Section 2.** The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement nor those matters not covered by this Agreement which are controlled by resolutions of the Wayne County Board of Commissioners, or by the provisions of Federal and/or State laws and/or by the United States or Ohio Constitutions.

**Section 3.** A grievance, under this procedure, may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desire to file a grievance involving a

situation affecting each member in the same manner, one member selected by such group will process the grievance.

**Section 4.** All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of management's answer at the last completed step.

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

**Section 5.** The written grievance shall be thoroughly completed and timely submitted on the grievance form attached as Appendix B.

**Section 6.** The time limitations provided for in this article may be extended by mutual agreement between the Employer and the Union; working days, as used in this article, shall not include Saturdays, Sundays or holidays. The day the grievance is received by management shall count as the first working day.

**Section 7.** Each grievance shall be processed in the following manner.

**Informal Step:** An employee having a grievance will first bring the complaint verbally, within five (5) working days of the incident giving rise to the grievance, to the attention of the employee's supervisor. The supervisor shall discuss the grievance with the employee within two (2) working days, and within twenty-four (24) hours of their discussion respond to the employee with an answer. If the employee is not satisfied with the response given by the supervisor, the employee shall within five (5) working days reduce the grievance to writing on the form provided by the Employer and submitted as Step 1.

**Step 1 - Supervisor:** The supervisor upon receipt of a written grievance shall schedule a formal meeting between him/herself and the employee filing the grievance. Such meeting shall take place within five (5) working days of submission of the grievance to Step 1. Prior to this meeting taking place, the supervisor shall make a complete and thorough investigation of all the allegations contained in the grievance. Within five (5) working days of the meeting, the supervisor shall provide the employee with his/her written response to the grievance. If the employee is not satisfied with the written response from the supervisor, the employee may within five (5) working days pursue the grievance to Step 2 of the procedure.

**Step 2 - Executive Director:** The Executive Director, upon receipt of a written grievance, shall schedule a formal meeting between him/herself and the employee filing the grievance. Such meeting shall take place within five (5) working days of the submission of the grievance at Step 2. Prior to this meeting taking place, the Executive Director shall make a complete and thorough investigation of all the allegations contained in the grievance. Within five (5) working days of the meeting, the Executive Director shall provide the employee with his/her written

response to the grievance. If the employee is not satisfied with the written response received from the Executive Director, the employee may within thirty-one (31) calendar days pursue the grievance to Step 3 of the procedure.

Step 3 - Arbitration:

1. Arbitrator Selection. Within thirty-one (31) calendar days after the Executive Director's response, the Union may refer the grievance to the arbitrator by giving written notice to the Executive Director and by submitting a joint request to the Federal Mediation and Conciliation Service (FMCS) for a list of fifteen (15) Ohio Resident, National Academy Certified arbitrators within ten (10) days of the date of the letter of intent, with a copy of such request delivered to the Employer. Once the panel of arbitrators is submitted to the parties, each party shall have fourteen (14) days from the mailing date in which to strike any name to which it objects, number the remaining names to indicate the order of preference, and return the list to the FMCS. Each party shall have the right to reject one (1) panel of arbitrators. All other procedures relative to the hearing shall be according to the rules and regulations of the FMCS. Prior to striking names, each party may once request that the list be rejected and submit a request for another list from the FMCS.
2. Hearing Procedure. The arbitrator shall hold the necessary hearing promptly and issue the decision within such time as may be agreed upon. The decision shall be in writing and a copy sent to all parties present at the meeting. The decision of the arbitrator shall be binding on both the Board and the Union.
3. Authority of the Arbitrator. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this contract, nor add to, detract from, or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issue(s) submitted for arbitration and shall have no authority to determine any other issue(s) not so submitted to him or to submit observations or declaration of opinion which are not directly essential in reaching this determination.
4. Fees/Expenses. The costs of the arbitrator shall be borne by the losing party. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the costs of the arbitrator, or in which proportion the parties shall share the costs.

**Section 8.** Any employee may choose one (1) other employee Union representative to accompany him in Steps 1 through 2 of the procedure.

**ARTICLE 10**  
**PLEDGE AGAINST DISCRIMINATION AND COERCION**

**Section 1.** In the administration of this Agreement, the Employer and the Union agree to comply with all applicable federal, state, and local laws regarding non-discrimination based on age, sex,

race, color, religion, national origin, military status, genetic information, or qualifying disability which can be reasonably accommodated. The Union will share equally with the Employer, the responsibility for applying this provision and ensuring against discrimination in the workplace.

**Section 2.** The Employer may take all reasonable action to reassign non-essential job duties, modify work procedures, modify work sites, transfer employees, modify leave policies, adjust hours of work and other actions that it deems appropriate in order to provide reasonable accommodation for an employee with a qualifying disability and comply with the requirements of all applicable laws.

**Section 3.** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**Section 4.** The Employer agrees not to interfere with the rights of employees within the bargaining unit to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or his representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

**Section 5.** The Union agrees not to interfere with the rights of employees not to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union.

**Section 6.** The Union recognizes its responsibility as bargaining agent and agrees to equally represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

**Section 7. External Actions/Tolling.** In the event that a grievance is filed over a matter alleging a violation of this article and at the same time a corresponding administrative action or legal action (e.g., OCRC or EEOC, etc.) is filed, such grievance shall be tolled until the disposition of the external action.

## **ARTICLE 11** **LAYOFF AND RECALL**

**Section 1.** In case a layoff of bargaining unit employees is anticipated, the Employer will notify the Union fourteen (14) calendar days in advance of the effective date of the pending layoff.

The Employer and the Union shall meet to discuss possible alternatives.

**Section 2.** In the event of layoff, due to lack of work or funds, affected employees shall receive a notice fourteen (14) calendar days prior to the effective date of layoff.

**Section 3.** In the event of layoff within a classification, employees within the affected classification shall be laid off in the following order:

1. Volunteers for layoff (see Section 9 of this article);
2. Intermittent employees;
3. Part-time employees in their probationary period;
4. Full time employees in their probationary period;
5. Part-time employees based on seniority (least senior first);
6. Full time employees based on seniority (least senior first).

Notwithstanding the above order of layoff, the parties recognize that part-time employees shall be obligated to fill full-time positions in the event of a layoff. If a part-time employee declines a full-time position in the event of a layoff, that employee shall be subject to being laid off regardless of his seniority.

For purposes of this article, part-time employees shall be credited with seniority based on hours actually worked.

**Section 4.** Any employee receiving notice of layoff shall have five (5) calendar days, following receipt, in which to exercise his right to displace (bump) a less senior employee. In order to be able to displace a less senior employee, the following conditions must be met:

- A. The displacing employee must have been in the same classification as the employee to be displaced during his or her employment with the Wayne County Children Services Board; and
- B. The displacing employee must still meet the qualifications of the previous classification.

**Section 5.** The Employer shall recall employees according to their seniority, beginning with the most senior employee in the classification, and progressing to the least senior employee in the classification, up to the number of employees to be recalled. An employee shall be eligible for recall for a period of one (1) year (three hundred sixty-five [365] calendar days) providing he remains qualified for the classification from which he was laid off. If an employee refuses recall, he shall lose recall rights.

**Section 6.** Notice of recall shall be sent to the employee and the Union by way of certified mail. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice to the last mailing address provided by the employee.

**Section 7.** A recalled employee shall have up to seven (7) calendar days following receipt of the recall notice by the employee or the Union to return to work unless a different date for returning to work is otherwise specified in the notice.

**Section 8.** Notwithstanding the provisions of Article 15, Section 2, an employee who is recalled from layoff within one (1) year (three hundred sixty-five [365] calendar days) from the date of layoff shall not be considered to have a break in service for purposes of seniority. Under these circumstances, an employee who is recalled within one (1) year (three hundred sixty-five [365] calendar days) shall be credited with seniority up to the date of the layoff. However, time spent on layoff shall not be counted towards the employee's seniority.

The parties acknowledge that the thirty-one (31) day period set forth in Article 15, Section 2, shall continue to apply in all other situations.

**Section 9. Voluntary Layoff.** When the Employer reduces the work force through layoff, and employees in the affected classifications and statuses desire to be placed on voluntary layoff, such shall be granted under the following conditions:

- A. An employee who wishes to volunteer for layoff must do so before the layoff actually goes into effect for those employees who have been notified that they are to be laid off.
- B. The volunteer with the most seniority in an affected classification and status shall be laid off first.
- C. The volunteer can only return to work when recalled in accordance with this article.

**Section 10.** It is the intent of the parties that the terms and conditions of this article specifically preempt and prevail over the statutory rights of bargaining unit employees as set forth in Revised Code Sections 124.321 through 124.328.

## **ARTICLE 12** **SICK LEAVE**

**Section 1(a). Crediting of Sick Leave.** Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff. The maximum time accumulated shall not exceed one hundred twenty (120) hours per year. Unused sick leave shall accumulate without limit.

**Section 1(b).** Part-time employees and full-time employees who do not work a forty-hour week shall receive prorated sick leave based on the number of hours in active pay status.

**Section 2. Retention of Sick Leave.** An employee who transfers from another public agency to Wayne County, or who has prior service with a public agency in Ohio, shall retain credit for any sick leave earned so long as he is employed by Wayne County, except that deductions shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in Wayne County provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

**Section 3. Expiration of Sick Leave.** If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave, or a personal leave.

**Section 4. Uses of Sick Leave.**

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

1. Illness or injury of the employee or member of the immediate family as required. Immediate family is defined as mother, father, sister, brother, spouse, child, step-parent, step-child, step-brother, step-sister, or loco parentis; or grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, so long as the employee is serving in the capacity of legal custodian, is the legal guardian, has power of attorney for health care needs, or has durable power of attorney for the afflicted individual.
2. Death of a member of his immediate family as defined in Section 4 (B).
3. Medical, psychological, dental or optical examination or treatment of the employee.
4. If a member of the immediate family (see #1 above) is afflicted with a contagious disease and requires the care and attention of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
5. pregnancy and/or childbirth and other conditions related thereto.

B. Up to five (5) total days sick leave shall be granted to the employee who attends the funeral or memorial service of: brother, sister, spouse, child, mother, father, loco parentis, father-in-law, mother-in-law, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild and grandparents. Funeral or memorial service days must include the day of the funeral or memorial service. Where the day of the funeral or memorial service is on a day the employee is not otherwise scheduled to work, the days off will be scheduled with the approval of the supervisor.

**Section 5. Charging of Sick Leave.** Sick leave shall be charged in minimum units of one-quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he otherwise would have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings. Employees shall request sick leave only for the days and hours during which the employee is scheduled to work.

**Section 6. Evidence Required for Sick Leave Usage.** The Employer shall require an employee to furnish a standard written, signed statement explaining the nature of the illness to

justify the use of sick leave. Falsification of either a written, signed statement or a physician's or other health care provider's certificate shall be grounds for disciplinary action including dismissal.

**Section 7. Notification by Employee.** When an employee is unable to work, he shall notify the supervisor or other designated person one (1) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

**Section 8. Abuse of Sick Leave.** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud may result in disciplinary action, up to and including dismissal and refund of salary or wages paid.

**Section 9. Physician Statement.** If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or other health care provider notifying the Employer that the employee was unable to perform his duties. Such physician or other health care provider statement shall be required for absence of five (5) or more consecutive days due to illness. The Employer may require a physician's or other health care provider's certificate of disability where the Employer suspects abuse of sick leave.

**Section 10. Physician Examination.** The Employer may require an employee to take an examination, conducted by a licensed physician or other health care provider selected by the Employer to determine the employee's physical or mental capacity to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Board.

**Section 11.** For the purpose of this article, "health care provider" shall include the following: a doctor of medicine or osteopathy who is authorized to practice medicine or surgery in the State of Ohio; or any other state in which the employee is treated; a podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse midwife, or clinical social worker who is authorized to practice under the laws of the State of Ohio, or any other state in which the employee is treated, and who is performing within the scope of their practice as defined under state law.

**ARTICLE 13**  
**PRE-RETIREMENT SICK AND VACATION LEAVE CONVERSION**

In addition to the conversion of unused sick leave upon retirement, employees may also participate in any leave conversion program offered by the Wayne County Children's Services Board in accordance with the attached conversion program as currently enacted or subsequently amended from time to time. The conversion program is appended to the agreement as Appendix C. The parties recognize that PERS regulations control whether or not time converted is earnable salary. The parties further agree that an employee will be allowed to convert up to the maximum permitted under the policy regardless of whether or not such time is pensionable.

**ARTICLE 14**  
**LEAVES OF ABSENCE**

**Section 1. Family and Medical Leaves.**

- A. Employees shall be granted family and medical leave in accordance with the Employer's policy.

**Section 2. Disability.**

- A. If an employee demonstrates to the Employer through reliable medical evidence that he is unable to perform the essential function of the job and if the Employer is unable to provide reasonable accommodation, the employee is entitled to take unpaid leave under this section for not longer than two (2) years inclusive of all leave taken for the disabling condition.
- B. If the Employer believes that an employee is unable to perform the essential functions of the job, the Employer may require an employee to be examined by a physician or other health care provider of the Employer's choosing to determine whether the employee will be placed on an involuntary leave. For the purpose of this article, "health care provider" shall have the same meaning as it does in Article 12.
- C. Upon completion of a disability leave, the employee will apply to the Employer for reinstatement. If a position exists for which the employee is qualified, the employee will be placed in the position. An employee returning from a disability leave is required to present the Employer with a release from a physician or other health care provider. The Employer may request the employee to see a physician or other health care provider of the Employer's choosing to verify the employee's ability to perform the essential function of the job for which he is applying.
- D. The employee on a disability leave may be returned to active pay status prior to the originally scheduled expiration if such earlier return is agreed to by the Union and the Employer. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may impose discipline up to and including discharge.

**Section 3. Personal Leave of Absence.** The Employer may grant leave of absence without pay to an employee in the bargaining unit. Such leave may be granted for a maximum duration of six (6) months to extend a family or medical leave or for any personal reasons of the employee not covered under family/medical leave. In no case will the leave extend beyond six (6) months, including any leave taken under Section 1 of this article. Leave may be granted for a maximum period of one (1) year for purposes of education, training or specialized experience which would be of benefit to the Employer by improved performance at any level, or voluntary service in any government sponsored program of public betterment. An employee is not entitled to continued health care coverage at the Employer's expense during a leave granted under this section.

**Section 4. Failure to Return From Leave of Absence.** An employee who fails to return to duty at the completion of any of the leaves of absence outlined in this article, without reporting to the Employer or its representative, may be terminated from employment.

**Section 5. Non-Job Related Court Leave.** The Employer shall grant all pay for regularly scheduled working hours on any day when an employee is subpoenaed for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received for jury duty is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.

**Section 6.** It is understood that an employee released from jury duty prior to the end of his scheduled work day shall report to work for the remaining hours.

## **ARTICLE 15** **SENIORITY**

**Section 1.** Employees shall be entitled to exercise their seniority rights in accordance with the specific terms and conditions of this Agreement.

**Section 2.** Seniority shall in all applications be computed on the basis of uninterrupted length of continuous full-time service with the Employer. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave. A layoff also does not constitute a break in continuous service. However, any time spent on layoff status shall not count towards an employee's seniority (see Article 11, Layoff and Recall).

**Section 3.** Part-time employees' seniority will be calculated to the exact number of completed service hours.

**Section 4.** The Employer agrees to post in January of each year a complete seniority list reflecting each bargaining unit employee's name, current classification, and date of hire as a full-time employee. Disputes arising as a result of discrepancies in seniority lists shall be subject to the grievance and arbitration procedure contained herein. The Employer agrees to regularly post a complete seniority list which includes date of hire.

## **ARTICLE 16** **VACANCIES: IDENTIFICATION, ANNOUNCEMENT** **AND APPLICATION**

**Section 1.** The Board shall post internally, for a period of five (5) working days, vacancies which occur within the bargaining unit except in those cases where an employee is eligible for

reinstatement from layoff to the vacant position. Vacant positions shall be filled by promotion whenever possible. If two (2) or more employees are equally qualified in the opinion of management, the employee with the most seniority will fill the position.

**Section 2.** If no current department employee is deemed qualified for advancement by the Board, the job will be filled by selecting from outside candidates.

**Section 3.** Each vacancy shall be announced by the posting of the current job description for that position along with the deadline and place of application.

## **ARTICLE 17** **HOURS OF WORK**

**Section 1.** Active pay status is defined as conditions under which an employee is eligible to receive pay including, but not necessarily limited to approved vacation leave, approved compensatory time (AWT), approved sick leave and paid holidays. Active work status is defined as inclusive of everything listed under active pay status and also includes a board approved leave whether paid or unpaid and includes the expectation of a return to work at a specified or agreed upon time. For accounting purposes, the standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours. The work period shall be computed between 12:01 a.m. on Sunday of each calendar week and at 12:00 midnight the following Saturday.

**Section 2.** The hours of work shall be Monday through Friday, eight (8) hours per day, including a one (1) hour or one-half hour unpaid lunch period according to the employee's approved work schedule. Full-time Clerical Specialist II's, Account Clerk II's, Records Technicians, Network Technicians, and any Caseworker II serving as a full-time Screener are permitted one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon. Part-time employees shall work hours as scheduled. Hours of work determined by the Employer for all employees shall occur during a regular work week beginning at 12:01 a.m. Sunday of each calendar week to 12:00 midnight the following Saturday.

## **ARTICLE 18** **OVERTIME COMPENSATION**

**Section 1.** When an employee is required by the Employer to work more than the standard forty (40) hours in a work period as defined in this Agreement, he shall be entitled to overtime for such time over forty (40) hours at a rate of one and one-half (1 1/2) times the regular rate of pay. Compensation shall not be paid more than once under any provision of this article or Agreement.

**Section 2.** For the purposes of this article, only time actually worked and legal paid holidays (see Article 27, Section 1) shall be considered in calculation of overtime. Time spent on paid sick leave, compensatory time, vacation leave, personal days, and time spent overnight on official Board business shall not be considered time worked for overtime purposes.

**Section 3.** Employees may elect to take compensatory time at the rate of one and one-half (1-1/2) hours compensatory time off for each hour of overtime worked in lieu of overtime pay.

However, employees shall not maintain a compensatory time bank of more than forty (40) hours at any one time. Any employee who has accrued and not used compensatory time hours in excess of forty (40) during any one pay period shall be paid for those hours in excess of forty (40) in the paycheck received for the pay period in which they were earned.

Upon separation from the agency, an employee's balance of unused compensatory time shall be paid at the employee's hourly rate at the time of separation.

**Section 4.** Caseworkers who are required to work outside the regular hours of work (7:00 a.m. to 6:00 p.m.) must "flex" their hours; that is, they must take time off during the regular hours so that the total hours worked do not exceed forty (40) hours in the workweek. Work performed outside the regular hours of work which is not required to be "flexed" is limited to emergency overtime and the occasional exception that may be made at the supervisor's discretion. Examples of emergency overtime are completing emergency investigations, completing a removal, responding to a call out, attending a court hearing that runs over, and completing an assignment after court, that day, pursuant to orders received from the court. Hours not required to be flexed in accordance with this section shall be subject to overtime under Section 1, above.

**Section 5.** Employees shall designate to the supervisor on the form provided the method of receiving overtime compensation, i.e., monetary compensation or compensatory time. Compensatory time will be granted at a time mutually convenient to the employee and the Employer. Requests for use of compensatory time must be submitted, in writing, using the Employer's standardized form for obtaining approval for leave and must be approved by the Employer prior to taking the requested time off.

**Section 6.** All overtime shall be authorized by the supervisor or designee in advance of the overtime being worked. Unusual circumstances and situations may require employees to work overtime without having prior authorization. Whenever such unusual circumstances occur, the supervisor will determine the method and amount of compensation for the unauthorized overtime.

An employee found making a fraudulent claim for overtime shall be disciplined, including discharge for a first offense.

## **ARTICLE 19** **PROBATION**

**Section 1.** Each person entering agency service under these policy provisions shall be required to successfully complete a required probationary period as follows, excluding days an employee is on an unpaid leave of absence.

|                        | <u>Full-time</u> | <u>Part-time</u> |
|------------------------|------------------|------------------|
| Records Technician     | 120 days         | 700 hours        |
| Account Clerk II       | 120 days         | 700 hours        |
| Clerical Specialist II | 120 days         | 700 hours        |
| Case Aide              | 180 days         | 1000 hours       |

|   |          |            |
|---|----------|------------|
| Network Technician                      | 120 days | 700 hours  |
| Caseworker II                           | 365 days | 1040 hours |
| Foster/Adoption Recruiter/WWK Recruiter | 180 days | 1000 hours |
| Homemaker/Health Aide                   | 180 days | 1000 hours |

**Section 2.** The Appointing Authority or designee shall use the probationary period to closely observe and evaluate the work and fitness of employees and to encourage adjustment to jobs and the agency service. The Appointing Authority shall retain only those employees who meet acceptable standards during the probationary period.

**Section 3.** A probationary employee may be separated at any time during the probationary period. Such action may not be appealed and is not subject to the grievance and arbitration procedure herein. Any service credit given to an employee for prior service may be reduced or eliminated during an employee's probationary period if an employee, in the opinion of management, is not working up to the level of service given.

**Section 4.** Non-probationary part-time employees who go full-time in their current classification shall be subject to a ninety (90) day probationary period. Employees who are promoted to a new classification shall serve a probationary period as set forth in Section 1. Such employee shall be returned to his former position at any time during the applicable probationary period, when in the judgment of the Appointing Authority, the employee's fitness and/or quality of work are not such as to merit continuation in the higher level position. Such action shall not be considered disciplinary or eliminate the employee from consideration for later advancement.

**Section 5.** It is the intent of the parties that the terms and conditions of this article specifically preempt and/or prevail over the statutory rights of public employees as set forth in Ohio Revised Code 124.27.

## ARTICLE 20 HEALTH AND SAFETY

**Section 1.** Safety is a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to attempt to provide safe working conditions and working methods for its employees. The employee(s) accepts the responsibility to maintain their equipment and work area in a safe and proper manner and accepts the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the designated supervisor as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions, and will attempt to correct any which are found and see that the safety rules and safe working methods are followed. Employees must also report all job-related injuries at the time of the injury or within twenty-four (24) hours, unless there are extenuating circumstances.

**Section 2.** The Employer will reimburse any employee once, for up to \$100.00, who successfully completes a smoking cessation program. The Employer will compensate employees for flu shots administered by an approved Health Professional.

**ARTICLE 21**  
**DRUG AND ALCOHOL TESTING**

**Section 1.** Drug and/or alcohol testing may be conducted before job offers are made, upon reasonable suspicion, upon return to duty, and on a follow-up basis.

**Section 2.** All drugs tests shall be conducted by Medpro/Wooster Hospital. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody and control and split sample collection and testing.

**Section 3.** All alcohol tests shall be administered by a trained breath alcohol technician, a law enforcement officer certified to conduct such tests, or a certified screening test technician. An alcohol concentration of 0.02 or greater shall be considered a positive result.

**Section 4.** The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory drug test result is positive shall have the right to request a certified copy of the testing results in which the laboratory shall affirm that the test results were obtained using professionally recognized testing methods. The employee shall provide a signed release for disclosure of any and all testing results to the Employer. The Employer shall not disclose the testing results without the consent of the employee, except as otherwise required by a court order.

**Section 5. Testing Procedure.**

- a. All specimens identified as positive on the initial drug test (screen) shall be confirmed through the use of the gas chromatography/mass spectrometry method of detection, or any other method that is professionally recognized as being as or more accurate than the gas chromatography/mass spectrometry method.
- b. In the event the confirmatory test confirms the results of the first, the Employer will proceed with sanctions as set forth in this article.
- c. In the event the initial and confirmatory test results are positive, the employee is entitled to have the split sample tested in the manner prescribed above at the employee's expense. The results of this test shall be determinative.

**Section 6.** If the above drug and/or alcohol testing produces a positive result, the employee will be suspended pursuant to the progressive disciplinary procedure. If the employee is suspended, he will also be required to participate in a rehabilitation or detoxification program. The cost of any rehabilitation or detoxification program shall be borne by the employee, unless otherwise covered by the employee's health care insurance.

**Section 7.** An employee who participates in a rehabilitation or detoxification program shall be allowed, after completion of the suspension, to use sick time, compensatory time, and/or vacation time for the period of the rehabilitation or detoxification program. If no such leave time is available, the employee shall be placed on disability leave without pay for the period of the

rehabilitation or detoxification program. Upon completion of such program, as certified by a substance abuse professional, and upon receiving results from a return-to-duty test demonstrating that the employee is no longer under the influence of alcohol and/or controlled substances, the employee will be returned to his former position. Such employee may be subject to up to six (6) follow up tests during the first twelve (12) months following his return to work.

**Section 8.** A second positive drug and/or alcohol test result will result in termination of any employee not terminated due to the first positive drug and/or alcohol result.

**Section 9.** The cost of alcohol tests and drug screening and confirmatory tests shall be borne by the Employer. Any test initiated at the request of the employee shall be at the expense of such employee. Any record of disciplinary action, as a result of a positive drug and/or alcohol test, shall cease to have force and effect sixty (60) months after the employee completes his suspension, provided there has been no intervening disciplinary action taken during this time period. All records pertaining to drug/alcohol test results shall be kept in a confidential manner, except as otherwise required by law.

**Section 10.** Nothing in this section shall be construed as a waiver of the Union's right to appeal any disciplinary action, pursuant to the collective bargaining agreement between the Union and the Employer.

**Section 11. Notification of Prescription Medications/Narcotics.** All bargaining unit members are required to notify the HR Director when under a course of treatment that includes prescription narcotics so that a review of the employee's essential job functions and the impact, if any, of those prescription narcotics can be made. Such information shall be considered confidential and not subject to disclosure except to the Medical Review Officer, Medpro, and/or Wooster Hospital who shall evaluate the employee's ability to safely perform the essential functions of his position in light of the prescription medication. The HR Director shall have the authority to consult with the Medical Review Officer who shall be a physician designated by the Employer and having expertise in occupational medicine. In the event that the opinion of the Medical Review Officer, Medpro, and/or Wooster Hospital is in conflict with the employee's own physician, the Employer will designate a third physician having expertise in occupational medicine to review the issue and render an opinion on the employee's fitness for duty. The opinion of that third physician shall be binding on the parties and the Employer will pay for that opinion.

**Section 12. Elevated Testing & Prescription Medications.** Drug testing levels are applicable to all testing situations, except for those where an employee has been taking legally prescribed medications/narcotics and conforming to the prescribed dosage regimen. Any employee who tests above the NIDA established levels in these substance groups as a result of a legally prescribed medication/narcotic shall not be considered to have tested positive under this policy if the level reflects the dosage regimen. However, where the level is above the NIDA level and inconsistent with the dosage schedule, the employee shall be subject to discipline as a positive test.

**ARTICLE 22**  
**UNION BULLETIN BOARDS**

**Section 1.** The Employer agrees to provide space for a bulletin board at the agency office. The space provided for the bulletin board shall be approximately 2' x 2'. The Union agrees that this shall be the only area used by the Union or its members for the posting of notices of Union business.

**Section 2.** All notices which appear on the Union's bulletin board shall be posted and signed by a Union official in the bargaining unit during non-working time and shall relate to items of interest to the members. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- a. Union recreational and social affairs;
- b. notice of Union meetings;
- c. Union appointments;
- d. notice of Union elections;
- e. results of Union elections;
- f. reports on standing committees and independent arms of the Union; and
- g. legislative reports

All other notices of any kind not covered in "a" through "g" above must receive prior approval of the Employer or its designated representative.

**ARTICLE 23**  
**LABOR-MANAGEMENT CONFERENCE**

**Section 1.** In the interest of effective communications either party may at any time request a labor-management conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A labor-management conference shall be scheduled within ten (10) days of the date requested if both parties agree a conference is necessary. Management will not unreasonably deny a request for a labor-management meeting.

**Section 2.** There shall be no more than two (2) representatives in attendance at the labor-management conference and no more than two (2) non-employee representatives. There shall be no more than four (4) management representatives at the conference.

**ARTICLE 24**  
**WAGES AND BENEFITS**

**Section 1.** The level of life, health and dental benefits, and the employee cost thereof, shall remain the same as that authorized by the Board of County Commissioners and/or the Children Services Board for classified non-bargaining unit employees of the Agency.

**Section 2.** All employees shall be paid in accordance with the wage schedule listed in Appendix A.

Effective March 1, 2015, bargaining unit employees shall receive a two percent (2%) general wage increase, not to exceed the maximum rate for the applicable classification.

Effective March 1, 2016, bargaining unit employees shall receive a two percent (2%) general wage increase, not to exceed the maximum rate for the applicable classification.

Effective March 1, 2017, bargaining unit employees shall receive a two percent (2%) general wage increase, not to exceed the maximum rate for the applicable classification.

**Section 3.** Employees in the classifications of Account Clerk II, Records Technician, Clerical Specialist II, Case Aide, and Network Technician shall receive longevity pay based on years of employment at WCCSB, in accordance with the following schedule: (Employees in the classifications listed above hired prior to 03/01/15, shall continue to receive longevity based on the current formula.)

| <u>YEARS OF SERVICE</u> | <u>HOURLY RATE</u> |
|-------------------------|--------------------|
| 5 - less than 9         | \$ .25/Hour        |
| 9 - less than 13        | \$ .50/Hour        |
| 13 - less than 18       | \$ .75/Hour        |
| 18+                     | \$1.00/Hour        |

**Section 4.** Employees who have obtained a LSW and/or a LISW shall receive a single supplement of twenty-five cents (\$.25) per hour. The Employer will continue to reimburse the cost of the LSW/LISW test fee (one time only), license fee, and renewal fee. Upon submitting proof of attaining an MSW degree, an employee shall receive an additional five percent (5%) on top of his base wage (current wage less the LSW/LISW supplement).

**Section 5.** Support staff who have/earn their bachelor degree in their field will receive a 5% increase in their base rate of pay.

**Section 6.** Employees who elect not to receive an Agency-issued cell phone shall receive a monthly stipend of thirty dollars (\$30.00).

## **ARTICLE 25** **ON-CALL**

### **Section 1.**

A. An employee who is assigned to "on-call status" shall be furnished an activated beeper/pager at the Employer's expense. An employee who is on-call is free to engage in

personal activities so long as he is able to be reached through the beeper/pager. An employee in an on-call status shall remain in a condition to effectively respond to a call or call-out.

B. When the Employer places an employee on "on-call status," he will be reimbursed at the following rates:

|                 |                 |
|-----------------|-----------------|
| Weekday         | \$35.00 per day |
| Saturday/Sunday | \$42.00 per day |
| Holiday         | \$57.00 per day |

For purposes of this article only, holiday will be defined to include the day after Thanksgiving, Christmas Eve, and New Year's Eve.

## ARTICLE 26 PAY PERIOD

**Section 1.** There are normally twenty-six (26) pay periods per year. All employees are to be paid every other Friday for the two week pay period ending two weeks prior to the payday. The bi-weekly payroll period for employees extends from 12:01 a.m. Sunday through 12:00 midnight the second Saturday.

**Section 2.** If a holiday occurs on a Friday on which a payday falls, paychecks will be issued on the preceding Thursday, except under extenuating circumstances in which case paychecks will be issued on the following Monday.

**Section 3.** The management person(s) responsible for personnel and payroll is to receive any questions regarding an employee's pay and is responsible for making the necessary explanations or inquiries to resolve the matter.

**Section 4.** Pay advances of any kind are not permitted.

**Section 5.** A written statement signed by the employee must be given to the management person(s) responsible for personnel and payroll prior to issuing a paycheck to any person other than the employee. Such statement must explicitly authorize that person to pick up the employee's paycheck in lieu of the employee.

## ARTICLE 27 HOLIDAYS

**Section 1.** Full-time employees shall be entitled to the following paid holidays at eight (8) hours at their straight hourly rate per holiday.

|                        |                                      |
|------------------------|--------------------------------------|
| New Year's Day         | (1 <sup>st</sup> day of January)     |
| Martin Luther King Day | (3 <sup>rd</sup> Monday of January)  |
| President's Day        | (3 <sup>rd</sup> Monday of February) |

|                  |  |
|------------------|--|
| Memorial Day     | (as designated by the Ohio General Assembly) |
| Independence Day | (4 <sup>th</sup> of July)                    |
| Labor Day        | (1 <sup>st</sup> Monday of September)        |
| Columbus Day     | (2 <sup>nd</sup> Monday of October)          |
| Veterans' Day    | (11 <sup>th</sup> day of November)           |
| Thanksgiving Day | (4 <sup>th</sup> Thursday of November)       |
| Christmas Day    | (25 <sup>th</sup> of December)               |

**Section 2.** If the holiday falls on a weekend day, the Agency will observe the holiday on the day designated by the County Board of Commissioners. In addition to the above-listed holidays, bargaining unit employees shall receive any other days that are declared as a holiday by the Commissioners.

**Section 3.** For all employees, full or part-time, work performed on the listed holidays shall be compensated at double time plus holiday pay. Part-time, intermittent employees will receive four (4) hours of holiday pay on each recognized holiday, regardless of whether they work on that holiday or not.

**Section 4.** In addition to the above holidays, each full-time employee shall qualify for paid personal time that occurs after the mid-point of their probation, if they have received a satisfactory evaluation. Qualified employees shall be entitled to sixteen (16) personal hours with pay in each contract year. The personal time must be taken in the contract year earned and may not be carried from one contract year to the next. Part-time employees are eligible for eight (8) paid personal hours to be taken between March 1 and February 28 of each year, provided they have received a satisfactory mid-point evaluation.

Employees shall be entitled to take off personal time in fifteen (15) minute increments. Employees wishing to take personal time must receive advance approval of the supervisor. Such approval shall not be unreasonably denied.

**Section 5.** During the week of Thanksgiving, employees will work three (3) ten (10) hour days on Monday, Tuesday, and Wednesday and then be eligible for a ten (10) hour Thanksgiving holiday. This equates to a forty (40) hour workweek, and employees will have Friday of that week off.

**Section 6. Holiday Pay Eligibility.** To be eligible to receive holiday pay, a member must work his last regularly scheduled workday immediately preceding the recognized holiday, on the day if applicable, and the first regularly scheduled workday immediately following the holiday.

## ARTICLE 28 VACATION

**Section 1.** Full-time employees are entitled to vacation with pay upon completion of one year of service. Regular part-time employees are entitled to vacation at the successful completion of

their probation. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

| <u>LENGTH OF SERVICE</u> | <u>VACATION</u> |
|--------------------------|-----------------|
| > than 1 year            | None            |
| 1 year > than 7 years    | 2 weeks         |
| 7 years > than 13 years  | 3 weeks         |
| 13 years > than 20 years | 4 weeks         |
| 20 years or more         | 5 weeks         |

Such vacation leave shall be accrued to employees at the following rates:

| <u>ANNUAL VACATION ENTITLED TO</u> | <u>CREDIT PER HOUR PAID</u> |
|------------------------------------|-----------------------------|
| 2 weeks                            | .03846                      |
| 3 weeks                            | .05769                      |
| 4 weeks                            | .07769                      |
| 5 weeks                            | .09615                      |

Part-time employees will accrue vacation on a pro-rated basis dependent upon the number of hours worked. Intermittent employees are not entitled to vacation leave.

**Section 2.** New employees of the Employer may be entitled to vacation service credit earned in other state or local governmental agencies in Ohio during previous periods of employment.

**Section 3.** No employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Employer.

Full-time employees shall be entitled to “borrow” forty (40) hours of vacation leave from their accrual after six (6) months of employment, provided they have received satisfactory midpoint or end of probation evaluations. Part-time employees may not “borrow” vacation.

**Section 4.** Vacations shall be taken in minimum increments of one-quarter (1/4) hour. Vacations are scheduled in accordance with the workload requirements of the department. For that reason, the Employer may require vacation requests be made sixty (60) days prior to the vacation period. Adjustments to the requests will be made based upon seniority and in accordance with the workload requirements as determined by the Employer. Requests will not be unreasonably denied.

**Section 5.** An employee wishing to change his scheduled vacation shall give the Employer thirty (30) days advance notice. All changes in the schedule shall be made on a “first-come-first-served” basis for those unscheduled and available weeks remaining.

The Employer may waive the advance notice if the employee can show that there is a bona fide emergency. The Employer shall have the right to deny vacation requests if workload requirements so mandate.

**Section 6.** Once the vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs.

**Section 7.** Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of an accrual of two hundred forty (240) hours for those employees with seven (7) years or more of service and one hundred sixty (160) hours for those employees with less than seven (7) years of service. Such excess leave shall be eliminated from the employee's leave balance.

**Section 8.** Days specified as holidays in this Agreement shall not be charged to an employee's vacation leave.

**Section 9.** At the time of separation of employment, a non-probationary employee is entitled to compensation at his current rate of pay for any earned but unused vacation leave.

**Section 10.** In the case of the death of a non-probationary employee, any unused vacation leave and unpaid compensatory time shall be paid to his spouse, and if none, to his/estate.

**Section 11.** It is the intent of the parties that the terms and conditions of this agreement specifically preempt and/or prevail over the statutory rights of public employees as set forth in ORC 325.19 and 9.44.

## **ARTICLE 29** **EXPENSE REIMBURSEMENT**

**Section 1.** Bargaining unit employees are to receive reimbursement for expenses incurred while traveling on official Agency business. Employees are eligible for expense reimbursement only when travel has been authorized, in writing, by the employee's Appointing Authority, or when travel is a part of the employee's regularly assigned job duties. Expenses shall be reimbursed in the following manner:

A. Mileage, Parking and Tolls:

1. Employees shall be reimbursed for actual miles while using their personal vehicle on agency business at the IRS rate effective at the time the mileage was accrued.

Such payment is considered to be total reimbursement for vehicle-related expenses (e.g., gas, oil, depreciation, etc.). Mileage reimbursement is payable to only one (1) of two (2) or more employees traveling on the same trip, in the same automobile.

2. Charges incurred for parking at the destination, and any highway tolls, are reimbursable at the actual amount. Receipts for parking costs (other than parking meters) and highway tolls are required.
3. No expense reimbursement will be paid for travel between home and office, except for Case Aides and on-call personnel.

4. Employees have the option of completing a mileage sheet twice a month (the first through the fifteenth and sixteenth through the thirty-first), thus receiving a mileage check twice a month instead of once.
- B. Meals: Expenses incurred for meals while on official Agency business will be reimbursed up to the limit of the current policy of the Board, with the approval of the Appointing Authority. An employee is eligible for such reimbursement only when travel outside the county has been authorized by the Employer and when travel extends through a normal meal period.
- C. Conference Expenses: Registration/tuition fees for conferences or seminars approved in advance according to board policy shall be paid by the Employer.
- D. Overnight Expenses: Expenses covering the actual cost of a motel room will be reimbursed in full when an employee travels out of the county on official Agency business, and such travel requires an overnight stay. Motel expenses will be reimbursed only with prior authorization by the employee's Appointing Authority.
- E. Incidental Expenses: Minor incidental expenses paid by the members of the bargaining unit on behalf of the Agency for client children meals during normal meal times or emergency sundries shall be reimbursed upon presentation of receipts and approval by the Executive Director.

### **ARTICLE 30** **SEVERABILITY**

**Section 1.** This Agreement is subject to the State of Ohio Revised Code, all applicable State and Federal laws, the Constitutions of the State of Ohio and the United States of America, and any rules and regulations or judicial decision interpreting them. Being subject thereto, in the event any provision of this Agreement is found to be contrary to any of these laws by a court of competent jurisdiction or by any official having authority to rule in the matter, it shall be of no further force and effect; however, any such ruling shall not adversely impact the force and effect of the remaining provision contained herein.

**Section 2.** In the event any provision is rendered invalid by enactment of law or by any tribunal of competent jurisdiction, the Union and the Employer agree to meet promptly upon written request by either party for the purpose of discussing a mutually acceptable replacement provision.

### **ARTICLE 31** **APPLICATION OF CIVIL SERVICE LAW**

The parties agree and understand that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no jurisdiction concerning bargaining unit employees.

**ARTICLE 32**  
**DURATION OF AGREEMENT**

**Section 1.** This agreement shall become effective as of March 1, 2015, and shall remain in full force and effect through February 28, 2018, unless otherwise terminated as provided herein.

**Section 2.** If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days, nor later than ninety (90) calendar days, prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

**Section 3.** The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior Agreements, either oral or written, are hereby canceled. Except where required or by mutual agreement, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, except as provided for in Section 4, even though such subjects or matters may both have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

**Section 4. Mid-Term Bargaining.** If the Employer is contemplating any changes that would affect the wages, hours, and/or conditions of employment not otherwise provided for in this contract, and provided that such action involves a mandatory subject of bargaining, then the Employer, prior to making such change, shall inform the Union of said proposed change, and if requested, meet and confer over the effects of the change with the Union, prior to making such change or as soon as practicable thereafter.

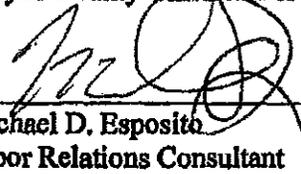
**SIGNATURE PAGE**

Entered into this 15<sup>th</sup> day of April, 2015 at Wooster, Ohio:

**FOR THE WAYNE COUNTY  
CHILDREN SERVICES BOARD**

  
\_\_\_\_\_  
Deanna Nichols-Stika  
Executive Director

  
\_\_\_\_\_  
Alicia Wallace, Chairperson  
Wayne County Children Services Board

  
\_\_\_\_\_  
Michael D. Esposito  
Labor Relations Consultant

**FOR LOCAL 436, INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS**

  
\_\_\_\_\_  
Gary M. Tiboni, President

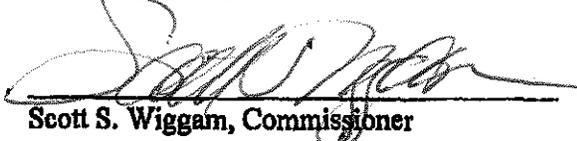
  
\_\_\_\_\_  
Jack Fortesque, Secretary/Treasurer

  
\_\_\_\_\_  
Chris Pavone, Vice President

Approved by the Wayne County Commissioners, Resolution No. 2015-176

  
\_\_\_\_\_  
Jim Carmichael, Commissioner

  
\_\_\_\_\_  
Ann M. Obrecht, Commissioner

  
\_\_\_\_\_  
Scott S. Wiggam, Commissioner

Approved by WCCSB: 03/17/15

**APPENDIX A**  
**WAYNE COUNTY CHILDREN SERVICES BOARD**  
**WAGE SCHEDULE**  
**03/01/15 through 02/28/18**

The following pay ranges are in effect for all bargaining unit employees:

| <b>CLASSIFICATION</b>  | <b>STARTING RATE</b> | <b>MAXIMUM RATE</b> |
|--|----------------------|---------------------|
| <b>CASE AIDE</b><br>03/01/15 thru 02/29/16<br>03/01/16 thru 02/28/18                                       | 9.52<br>9.52         | 11.23<br>11.42      |
| <b>CLERICAL SPECIALIST II &amp; RECORDS TECHNICIAN</b><br>03/01/15 thru 02/29/16<br>03/01/16 thru 02/28/18 | 9.92<br>10.15        | 11.72<br>12.18      |
| <b>ACCOUNT CLERK II &amp; IT TECHNICIAN</b><br>03/01/15 thru 02/29/16<br>03/01/16 thru 02/28/18            | 11.17<br>11.85       | 13.18<br>14.22      |
| <b>HOMEMAKER/HEALTH AIDE</b><br>03/01/15 thru 02/29/16<br>03/01/16 thru 02/28/18                           | 12.73<br>12.73       | 15.02<br>15.28      |
| <b>CASEWORKER II</b><br>03/01/15 thru 02/29/16<br>03/01/16 thru 02/28/18                                   | 16.85<br>16.85       | 19.39<br>20.22      |
| <b>RECRUITER</b><br>03/01/15 thru 02/29/16<br>03/01/16 thru 02/28/18                                       | 16.97<br>16.97       | 20.04<br>20.36      |

Clerical employees promoted to a higher paying position shall be placed at the same rate as a person currently in that position with the same number of years of service as the promoted employee.

The Executive Director may grant service credit, at the time of hire, for relevant prior experience.

No employee shall be paid a base rate more than the maximum rate for his classification.

The following employees, if still part of the bargaining unit and in the Case Aide classification as of 03/01/17, shall receive a one-time \$300 stipend: Angie Chrostowski & Don Schondel.

**APPENDIX B**  
**WAYNE COUNTY CHILDREN SERVICES**

**GRIEVANCE APPEAL FORM**

\_\_\_\_\_  
Name of Employee (Grievant)

\_\_\_\_\_  
Grievance Number

\_\_\_\_\_  
Classification

\_\_\_\_\_  
Immediate Supervisor

Date & time grievance was first discussed with supervisor:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Time

Nature of grievance; article and section violated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Statement of facts: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief Requested: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Union Steward's Signature

**GRIEVANCE APPEAL**

STEP 1

Delivered by Grievant to Supervisor

Grievant \_\_\_\_\_

Date \_\_\_\_\_

Received by \_\_\_\_\_

Date \_\_\_\_\_

Supervisor's answer: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

**GRIEVANCE APPEAL**

STEP 2

Delivered by Grievant to Executive Director

Grievant \_\_\_\_\_

Date \_\_\_\_\_

Received by \_\_\_\_\_

Date \_\_\_\_\_

Executive Director's answer: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Executive Director's Signature

\_\_\_\_\_  
Date

**APPENDIX C**  
**WAYNE COUNTY CHILDREN SERVICES**  
**LEAVE CONVERSION PROGRAM**

**Section 1.** An employee may elect to convert up to eighty (80) hours of sick leave and/or up to eighty (80) hours of vacation leave per year to cash for leave that is accrued but not used during the calendar year, as defined January 1 to December 31, as part of an annual conversion plan. This conversion will result in the employee receiving payment for these hours, and having the appropriate leave account reduced by the hours converted. Only eligible employees may elect this conversion. Eligibility and the rules regulating the conversion are as follows:

1. In order to be eligible, the employee must be an active employee of Wayne County, Ohio at the time of conversion (no later than January 31 of the calendar year following the conversion request.) Wayne County, Ohio is defined for this purpose as “the political subdivision organized pursuant to Chapter 301 of the Ohio Revised Code and known as Wayne County.”
2. The “time of conversion” for the purposes of this policy shall mean the date on which payment for the leave time converted takes place, i.e. the second pay date in January.
3. In order to convert sick leave, the eligible employee must have, at the time of the conversion, a minimum balance of nine hundred and sixty (960) hours of accumulated sick leave plus the amount they wish to convert. (For example, an employee must have a balance of one thousand forty [1,040] hours of sick leave accumulated to convert eighty [80] hours.)
4. In order to convert vacation leave, the eligible employee must have, at the time of conversion, enough vacation leave accumulated to cover the number of hours converted up to the eighty (80) hours, plus a balance of forty (40) hours that is not converted. (For example, an employee must have one hundred and twenty [120] hours vacation leave accumulated in order to convert eighty [80] hours.)
5. An eligible employee may convert any combination of sick and/or vacation leave, subject to the regulations, up to the maximum of eighty (80) hours for each type of pay (one hundred sixty [160] hours total).
6. Leave shall be converted on a last in, first out (LIFO) basis. The maximum amount of converted sick and/or vacation leave that can be considered earnable salary under OPERS is the amount the employee earns in one calendar year, less any amounts taken during the calendar year. For this plan, it would be leave earned and unused between January 1 and December 31 of the current calendar year, i.e., the calendar year immediately prior to the time of conversion.
7. Conversion of sick leave and vacation leave will result in a permanent deduction of the converted hours from the participating employee’s appropriate leave balance at the

time of conversion. Conversion will not affect an employee's eligibility for sick leave payment upon retirement per section 5.5 (J) of this policy manual. Further conversion under this policy by a rehired retiree can not occur until such time as the rehired retiree once again has the minimum balance of sick leave as required herein.

8. Additional sick and vacation leave accrual will not be earned from converted sick and vacation leave. Standard deductions as required by law, including OPERS deductions will be made.
9. Converted hours will not count as "hours worked" in the week paid out for the purposes of calculating overtime.
10. Employees are responsible for initiating the conversion process by annually completing and filing a "Leave Conversion Request" form. This request form must be completed by the employee, and approved by the Human Resource Administrator and Appointing Authority no later than December 1<sup>st</sup> of the year prior to the actual conversion. The employee will receive the payout on the second pay of the following year. For example, a conversion request would have to be completed and approved by December 1st, in order for the conversion to take place on the second pay of January, 2015. However, any leave time taken between December 1, 2014 and December 31, 2014, shall be considered in determining leave time accrued but unused.
11. Once approved, the Human Resource Administrator or Appointing Authority will submit the "Leave Conversion Request" form to the Fiscal Officer who must put the approved conversion request on a separate transmittal sheet for the second pay of the New Year and label the hours as "Sick Leave to be Converted" or "Vacation Leave to be Converted."
12. Although it is the intent to have the leave conversion payments be considered earnable salary, all converted hours are subject to OPERS rules and regulations. In all cases, OPERS makes the final determination as to what constitutes earnable salary.

**MEMORANDUM OF UNDERSTANDING**  
**10 HOUR DAYS**

Wayne County Children Services Board, hereinafter referred to as the "Employer," and the Teamsters Local Union #436, hereinafter referred to as the "Union," enter into this Memorandum of Understanding (M.O.U.) with the purpose of modifying the terms of the collective bargaining agreement as set forth below.

Employees shall have the option of remaining on the eight (8) hours per day schedule or going to ten (10) hours per day schedule. If the employee chooses the ten (10) hours per day schedule, they will be covered under the terms of this M.O.U.

Either party may terminate this M.O.U. by giving a fourteen (14) day written notice to the other party. Once the notice to terminate has been given, the M.O.U. will terminate at the end of the scheduling period. In the event this M.O.U. is terminated, employees will revert back to the forty (40) hour workweek schedule that is presently in place in Article 17.

**ARTICLE 5**  
**UNION LEAVE**

**Section 1.** The Union Steward(s) and/or delegate(s) to conventions or conferences of the Union shall be granted time off without pay for the purpose of participating in such. In lieu of time off without pay, said employees may elect to take accumulated compensatory time or approved vacation leave for such meetings. The employee must request approval of such time off from the Employer ten (10) calendar days prior to any such meeting. Approval of such leave shall not be unreasonably withheld. Such leave shall not exceed a total of five (5) working days per calendar year for the unit.

**ARTICLE 12**  
**SICK LEAVE**

**Section 1(a). Crediting of Sick Leave.** Sick leave credit shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff. The maximum time accumulated shall not exceed one hundred twenty (120) hours per year. Unused sick leave shall accumulate without limit.

**Section 1(b).** Part-time employees and full-time employees who do not work a forty-hour week shall receive prorated sick leave based on the number of hours in active pay status.

**Section 2. Retention of Sick Leave.** An employee who transfers from another public agency to Wayne County, or who has prior service with a public agency in Ohio, shall retain credit for any sick leave earned so long as he is employed by Wayne County, except that deductions shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in Wayne County provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service.

**Section 3. Expiration of Sick Leave.** If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave, or a personal leave.

**Section 4. Uses of Sick Leave.**

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

1. Illness or injury of the employee or member of the immediate family as required. Immediate family is defined as mother, father, sister, brother, spouse, child, step-parent, step-child, step-brother, step-sister, or loco parentis; or grandparent, grandchild, aunt, uncle, niece, nephew, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, so long as the employee is serving in the capacity of legal custodian, is the legal guardian, has power of attorney for health care needs, or has durable power of attorney for the afflicted individual. .
2. Death of a member of his immediate family as defined in Section 4 (B).
3. Medical, psychological, dental or optical examination or treatment of the employee.
4. If a member of the immediate family (see #1 above) is afflicted with a contagious disease and requires the care and attention of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
5. pregnancy and/or childbirth and other conditions related thereto.

B. Up to forty (40) hours sick leave shall be granted to the employee who attends the funeral or memorial service of: brother, sister, spouse, child, mother, father, loco parentis, father-in-law, mother-in-law, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, grandparents, aunt, uncle, niece, and nephew. Funeral or memorial service days must include the day of the funeral or memorial service. Where the day of the funeral or memorial service is on a day the employee is not otherwise scheduled to work, the days off will be scheduled with the approval of the supervisor.

**Section 5. Charging of Sick Leave.** Sick leave shall be charged in minimum units of one-quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he otherwise would have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings. Employees shall request sick leave only for the days and hours during which the employee is scheduled to work.

**Section 6. Evidence Required for Sick Leave Usage.** The Employer shall require an employee to furnish a standard written, signed statement explaining the nature of the illness to

justify the use of sick leave. Falsification of either a written, signed statement or a physician's or other health care provider's certificate shall be grounds for disciplinary action including dismissal.

**Section 7. Notification by Employee.** When an employee is unable to work, he shall notify the supervisor or other designated person one (1) hour before the time he is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

**Section 8. Abuse of Sick Leave.** Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud may result in disciplinary action, up to and including dismissal and refund of salary or wages paid.

**Section 9. Physician Statement.** If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or other health care provider notifying the Employer that the employee was unable to perform his duties. Such physician or other health care provider statement shall be required for absence of five (5) or more consecutive days due to illness. The Employer may require a physician's or other health care provider's certificate of disability where the Employer suspects abuse of sick leave.

**Section 10. Physician Examination.** The Employer may require an employee to take an examination, conducted by a licensed physician or other health care provider selected by the Employer to determine the employee's physical or mental capacity to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Board.

**Section 11.** For the purpose of this article, "health care provider" shall include the following: a doctor of medicine or osteopathy who is authorized to practice medicine or surgery in the State of Ohio; or any other state in which the employee is treated; a podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse midwife, or clinical social worker who is authorized to practice under the laws of the State of Ohio, or any other state in which the employee is treated, and who is performing within the scope of their practice as defined under state law.

## **ARTICLE 17** **HOURS OF WORK**

**Section 1.** Active pay status is defined as conditions under which an employee is eligible to receive pay including, but not necessarily limited to approved vacation leave, approved compensatory time (AWT), approved sick leave and paid holidays. Active work status is defined as inclusive of everything listed under active pay status and also includes a board approved leave whether paid or unpaid and includes the expectation of a return to work at a specified or agreed upon time. For accounting purposes, the standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours. The work period shall be computed between 12:01 a.m. on Sunday of each calendar week and at 12:00 midnight the following Saturday.

**Section 2.** The employee may work four ten (10) hour days each work week (Monday through Friday), plus a one hour or one-half hour unpaid lunch period, and request one day off each week (Monday through Friday). The daily start time for employees working the ten hour day schedule will not be earlier than 6:00 a.m. The employee must submit their planned work schedule to their immediate supervisor one month in advance. The supervisor will approve the schedule based on work load and staffing needs of the unit. Failure to meet the one month advance deadline will result in the employee working five eight (8) hour days for that week.

However, where a holiday designated by Article 27 is observed on a weekday (Monday through Friday), the work schedule shall revert back to an eight (8) hour per day work week.

Newly hired employees must have a successful mid-point performance evaluation before requesting a ten (10) hour day schedule.

Full-time Clerical Specialist II's, Account Clerk II's, Records Technicians, Network Technicians, and any Caseworker II serving as a full-time Screener are permitted one (1) fifteen (15) minute break in the morning and one (1) fifteen (15) minute break in the afternoon. Part-time employees shall work hours as scheduled. Hours of work determined by the Employer for all employees shall occur during a regular work week beginning at 12:01 a.m. Sunday of each calendar week to 12:00 midnight the following Saturday.

## **ARTICLE 27** **HOLIDAYS**

**Section 1.** Full-time employees shall be entitled to the following paid holidays at eight (8) hours at their straight hourly rate per holiday.

|                        |  |
|------------------------|--|
| New Year's Day         | (1 <sup>st</sup> day of January)             |
| Martin Luther King Day | (3 <sup>rd</sup> Monday of January)          |
| President's Day        | (3 <sup>rd</sup> Monday of February)         |
| Memorial Day           | (as designated by the Ohio General Assembly) |
| Independence Day       | (4 <sup>th</sup> of July)                    |
| Labor Day              | (1 <sup>st</sup> Monday of September)        |
| Columbus Day           | (2 <sup>nd</sup> Monday of October)          |
| Veterans' Day          | (11 <sup>th</sup> day of November)           |
| Thanksgiving Day       | (4 <sup>th</sup> Thursday of November)       |
| Christmas Day          | (25 <sup>th</sup> of December)               |

**Section 2.** If the holiday falls on a weekend day, the Agency will observe the holiday on the day designated by the County Board of Commissioners. In addition to the above-listed holidays, bargaining unit employees shall receive any other days that are declared as a holiday by the Commissioners.

**Section 3.** For all employees, full or part-time, work performed on the listed holidays shall be compensated at double time plus holiday pay. Part-time, intermittent employees will receive four (4) hours of holiday pay on each recognized holiday, regardless of whether they work on that holiday or not.

**Section 4.** In addition to the above holidays, each full-time employee shall qualify for paid personal time that occurs after the mid-point of their probation, if they have received a satisfactory evaluation. Qualified employees shall be entitled to sixteen (16) hours of personal time with pay in each contract year. The personal time must be taken in the contract year earned and may not be carried from one contract year to the next. Part-time employees are eligible for eight (8) paid personal hours to be taken between March 1 and February 28 of each year, provided they have received a satisfactory mid-point evaluation.

Employees shall be entitled to take off personal time in fifteen (15) minute increments. Employees wishing to take personal time must receive advance approval of the supervisor. Such approval shall not be unreasonably denied.

**Section 5. Holiday Pay Eligibility.** To be eligible to receive holiday pay, a member must work his last regularly scheduled workday immediately preceding the recognized holiday, on the day if applicable, and the first regularly scheduled workday immediately following the holiday.

**ARTICLE 28**  
**VACATION**

**Section 1.** Full-time employees are entitled to vacation with pay upon completion of one year of service. Regular part-time employees are entitled to vacation at the successful completion of their probation. The amount of vacation leave to which an employee is entitled is based upon length of service as follows:

| <u>LENGTH OF SERVICE</u> | <u>VACATION</u> |
|--------------------------|-----------------|
| > than 1 year            | None            |
| 1 year > than 7 years    | 2 weeks         |
| 7 years > than 13 years  | 3 weeks         |
| 13 years > than 20 years | 4 weeks         |
| 20 years or more         | 5 weeks         |

Such vacation leave shall be accrued to employees at the following rates:

| <u>ANNUAL VACATION ENTITLED TO</u> | <u>CREDIT PER HOUR PAID</u> |
|------------------------------------|-----------------------------|
| 2 weeks                            | .03846                      |
| 3 weeks                            | .05769                      |
| 4 weeks                            | .07769                      |
| 5 weeks                            | .09615                      |

Part-time employees will accrue vacation on a pro-rated basis dependent upon the number of hours worked. Intermittent employees are not entitled to vacation leave.

**Section 2.** New employees of the Employer may be entitled to vacation service credit earned in other state or local governmental agencies in Ohio during previous periods of employment.

**Section 3.** No employee will be entitled to vacation leave or payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with the Employer.

Full-time employees shall be entitled to “borrow” forty (40) hours of vacation leave from their accrual after six (6) months of employment, provided they have received satisfactory midpoint or end of probation evaluations. Part-time employees may not “borrow” vacation.

**Section 4.** Vacations shall be taken in minimum increments of one-quarter (1/4) hour. Vacations are scheduled in accordance with the workload requirements of the department. For that reason, the Employer may require vacation requests be made sixty (60) days prior to the vacation period. Adjustments to the requests will be made based upon seniority and in accordance with the workload requirements as determined by the Employer. Requests will not be unreasonably denied.

**Section 5.** An employee wishing to change his scheduled vacation shall give the Employer thirty (30) days advance notice. All changes in the schedule shall be made on a “first-come-first-served” basis for those unscheduled and available weeks remaining.

The Employer may waive the advance notice if the employee can show that there is a bona fide emergency. The Employer shall have the right to deny vacation requests if workload requirements so mandate.

**Section 6.** Once the vacation has been approved by the Employer, alteration or cancellation of vacation days off by the Employer shall be based only on unforeseen emergency needs.

**Section 7.** Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of an accrual of two hundred forty (240) hours for those employees with seven (7) years or more of service and one hundred sixty (160) hours for those employees with less than seven (7) years of service. Such excess leave shall be eliminated from the employee’s leave balance.

**Section 8.** Days specified as holidays in this Agreement shall not be charged to an employee’s vacation leave.

**Section 9.** At the time of separation of employment, a non-probationary employee is entitled to compensation at his current rate of pay for any earned but unused vacation leave.

**Section 10.** In the case of the death of a non-probationary employee, any unused vacation leave and unpaid compensatory time shall be paid to his spouse, and if none, to his/estate.

**SIDE LETTER #1**  
**WAYNE COUNTY CHILDREN SERVICES BOARD**  
**AND TEAMSTERS LOCAL UNION #436**

Effective March 1, 2015, the following employees shall receive a wage equity adjustment as set forth below. Such adjustment shall be applied to the employee's current base salary prior to any applicable general wage increase.

| <b>Bargaining Unit Employee</b> | <b>Current Base Hourly Rate</b> | <b>Adjusted Base Hourly Rate</b> |
|---------------------------------|---------------------------------|----------------------------------|
| Abruzzino                       | \$16.52                         | \$17.02                          |
| Brumme                          | \$18.27                         | \$18.76                          |
| Durkee                          | \$18.02                         | \$18.51                          |
| Geitgey                         | \$16.52                         | \$17.02                          |
| Hafner                          | \$18.27                         | \$18.76                          |
| Haynes                          | \$16.77                         | \$17.27                          |
| Krichbaum                       | \$18.02                         | \$18.51                          |
| Leach                           | \$17.52                         | \$18.01                          |
| Lilley-Burns                    | \$17.77                         | \$18.26                          |
| Mollahan, R.                    | \$16.52                         | \$16.77                          |
| Workinger-Perry                 | \$18.27                         | \$18.76                          |
| Zimmerman                       | \$16.52                         | \$17.02                          |
| Bevington                       | \$10.63                         | \$10.96                          |
| Chio                            | \$11.35                         | \$11.49                          |
| Rudy                            | \$11.17                         | \$11.49                          |
| Smith                           | \$11.17                         | \$11.49                          |
| Putt                            | \$10.25                         | \$10.61                          |
| Greenberg                       | \$18.74                         | \$19.35                          |
| Moore                           | \$14.09                         | \$14.51                          |