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**AGREEMENT**

**BETWEEN**

**THE DARKE COUNTY BOARD OF COMMISSIONERS  
AND  
THE DARKE COUNTY DEPARTMENT OF  
JOB AND FAMILY SERVICES**

**AND**

**OHIO COUNCIL 8,  
AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL EMPLOYEES,  
AFL-CIO, LOCAL 3225**

**2015-MED-04-0339**

**EFFECTIVE:  
JULY 1, 2015 THROUGH JUNE 30, 2018**

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## PREAMBLE/PURPOSE

This Agreement, entered into by the Darke County, Ohio, Board of Commissioners and the Darke County Department of Job and Family Services, hereinafter referred to as the "County" or "Employer" and Ohio Council 8, Local 3225, American Federation of State, County, and Municipal Employees (AFSCME), AFL-CIO hereinafter referred to as the "Union" has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

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

Wherever the term "Employer" is used in this Agreement, it shall be interpreted to mean the Darke County Board of Commissioners, the Director of the Darke County Department of Job and Family Services, or their designee(s).

## ARTICLE 1 MANAGEMENT RIGHTS

**Section 1.1.** The Employer reserves all the customary rights, privileges, or authority of management, except as modified by the express terms of this Agreement, including but not limited to the following:

- A. The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency, and type of services to be rendered; the determination, purpose, and control of the types and numbers of materials, machines, tools, and equipment to be used; the selection of the location, number, and type facilities and installations; and the addition or discontinuance of any services, facilities, equipment, materials, or methods of operation;
- B. The right to determine starting and quitting times, work schedules, and the number of hours to be worked, including overtime, lunch, breaks, and rest periods; and to establish the procedures and means for properly documenting hours worked and not worked for all bargaining unit employees.
- C. The right to determine the methods, means, or process by which work is performed; to adopt, revise, or enforce work rules, policies, or regulations; to carry out cost control and general improvement programs; and to determine the methods and amount of supervision necessary;
- D. The right to establish, change, combine, or discontinue job classifications and prescribe and assign job locations and relocations and job duties, content, and classification titles for any new or changed classifications;

- E. The right to establish, continue, or discontinue policies, practices, or procedures for the conduct of the Employer's business and its services to the citizens of Darke County and, from time to time, to change or abolish such practices or procedures provided such does not violate Ohio Revised Code Section 4117;
- F. The right to establish training programs and upgrade requirements for employees within the department;
- G. The right to transfer, promote, demote, or layoff employees due to financial or work load requirements, reorganization of the department, or other legitimate reasons;
- H. The right to continue, alter, make, and enforce rules or regulations for the maintenance of discipline; to suspend, demote, discharge, or otherwise discipline employees for just cause and to take such measures that the Employer may determine are necessary for the orderly and efficient operation of the Employer's business;
- I. The right to subcontract, reorganize, or discontinue the agency or its functions, or to combine with any other public or private agency as a new Employer; further the Employer shall not be obligated to bargain over the decision to subcontract, reorganize, discontinue, and/or combine. The Employer agrees (prior to implementation) to meet and discuss the effects of the decision to subcontract, reorganize, discontinue, and/or combine.

**Section 1.2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the right and function of the Employer. Except in cases where the Union and the Employer mutually agree in writing, no action or inaction on the part of the Employer or any agent of the Employer shall be construed as a waiver of the express terms of this contract.

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

**Section 2.1.** The Employer recognizes the Union as the sole and exclusive representative of all employees included in the bargaining unit described in the State Employment Relations Board's order of August 28, 1997 in Case No. 97-REP-03-0065 or as subsequently amended. A current list of the bargaining unit classifications and pay ranges can be found in Appendix A.

**Section 2.2.** In the event of a change of duties of a position within a bargaining unit, or in the event that a new position is created within Darke County Department of Job and Family Services, the Employer shall determine whether a new position will be included in or excluded from the bargaining unit, or whether a changed position will be excluded from the bargaining unit, and shall so advise the Union in writing within thirty (30) calendar days. If the Union disputes the Employer's determination of bargaining unit status, the parties shall meet in an attempt to resolve their disagreement within seven (7) calendar days from the Union's notification to the Employer. If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union, except that a new classification will be jointly submitted to SERB for inclusion, which shall not be effective until SERB certifies its inclusion. If the parties do not agree, the position shall be subject to challenge by the Union to the State

Employment Relations Board (SERB) pursuant to Chapter 4117 of the Ohio Revised Code and the SERB Rules and Regulations.

### **ARTICLE 3** **DUES DEDUCTION**

**Section 3.1.** The Employer agrees to deduct Union membership dues, initiation fees, and assessments in accordance with this Article for all employees eligible for the bargaining unit. Neither the Employer nor the Union shall solicit a new employee regarding Union membership or non-membership during the employee's first sixty (60) days of employment.

**Section 3.2.** The Employer agrees to deduct regular Union membership dues, initiation fees, or assessments once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employees. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Authorization cards for payroll deduction of Union dues may be submitted anytime after the signing of this Agreement and shall continue in effect until the annual anniversary date of the Agreement or for a period of one (1) year, whichever is greater.

Dues deduction authorizations may be revoked by employees during the period May 22 through May 31 of each year. Dues deduction authorizations not revoked during this ten (10) day period shall continue in effect for a successive contract year. Written notice of the dues deduction revocation shall be served upon the Employer and the Union by the employee to make the revocation effective.

This provision shall not be construed as requiring an employee to become or remain a member of the Union as a condition of securing or retaining employment.

**Section 3.3.** For the duration of this Agreement, the Employer agrees to remit the dues deducted from eligible bargaining unit employee's pay, in accordance with this Article, once each month to AFSCME Ohio Council 8, Comptroller, 6800 North High Street, Worthington, Ohio 43085.

**Section 3.4.** The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues, initiation fees, or assessments. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 3.5.** The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization as provided herein; or (6) any other separation from the County's payroll.

**Section 3.6.** The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

**Section 3.7.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions; unless a claim of error is made to the Employer in writing within thirty (30) days after the date such an error is claimed to have occurred or was known to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deductions would normally be made by deducting the proper amount.

**Section 3.8. Fair Share Fee.** All employees in the bargaining unit defined herein who, sixty (60) days from the date of hire are not members in good standing of the Union, are required to pay the Union a fair share fee as a condition of employment and as permitted by the provisions of Section 4117.09(C) of the Ohio Revised Code. The fair share fee amount shall be certified to the Employer by the Secretary Treasurer of the Local Union. Nothing herein shall be construed as requiring any employee in the bargaining unit to become a member of the Union as a condition for serving or retaining employment or any benefits under this Agreement.

The Union agrees to establish a fair share fee procedure in compliance with Chapter 4117 of the Ohio Revised Code and Federal law. In addition, the Union will provide the Employer's designated representative for collective bargaining with a copy of the Union's fair share procedure.

#### **ARTICLE 4** **UNION BUSINESS**

**Section 4.1.** Upon twenty-four (24) hours advance notice, the Employer will grant reasonable access to non-employee or off-duty employee representatives of the Union to attend meetings or perform representational duties, to the extent specifically provided by this Agreement. Upon arrival, the representatives of the Union shall identify themselves to the Employer.

**Section 4.2.** The Employer shall recognize one (1) employee per work unit to act as Union steward for purposes of representation of employees within her unit as specifically outlined in this Agreement. For purposes of this Section, there shall be three (3) work units; Child Support, Income Maintenance, and Social Services. In the absence of the regular steward, the Local Union President, or Vice President may provide representation.

**Section 4.3.** The writing, investigating, and processing of grievances shall be on non-work time, except where the employee has permission of her supervisor and it is necessary to obtain information from the Employer or process a grievance to the Employer during working hours. In no event shall time spent writing, investigating, or processing grievances be considered as overtime. If a grievance hearing is held during the employee's working hours, the employee shall not suffer any loss in pay while attending such hearing.

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

1. Name;
2. Jurisdictional area (stewards only);
3. Union position held;
4. Work address and phone number of non-employee representatives.

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

**Section 4.5.** The Union agrees that no representatives of the Union, either employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of employees. The Local Union President or in her absence, the Local Union Vice President, shall be permitted to attend meetings with the Employer as specifically provided by this Agreement, without loss of pay.

**Section 4.6.** The Employer agrees to notify the Local Union President of all appointments of new employees to any bargaining unit positions and of any changes in bargaining unit employees' classifications or pay ranges within ten (10) calendar days after the appointment or change in classification or pay range.

**Section 4.7.** Employees shall not have access to the Employer's premises after agency hours except as approved in advance by the Employer. Employees shall not use the County's materials, supplies, or equipment for Union related functions or activities without obtaining advance approval from the Director and reimbursing the Employer for appropriate cost.

**Section 4.8.** The Employer shall grant up to ten (10) days of unpaid leave to the bargaining unit to permit employees to attend Union conventions, conferences, or seminars. No more than one (1) employee from each work unit shall be granted leave at the same time. The employee shall provide notice to the Director five (5) workdays in advance of the requested leave.

## **ARTICLE 5**

### **LABOR/MANAGEMENT MEETINGS**

**Section 5.1.** In the interest of good labor/management relations, upon the request of either party, and on a mutually agreeable date and time, up to three (3) management employees plus their representatives shall meet with not more than three (3) bargaining unit employees plus their representatives of the Union to discuss pending issues as contained in Section 5.2.

**Section 5.2.** An agenda will be furnished by the party requesting the meeting at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement.

- B. Notify the Union of changes made by the Employer which affect bargaining unit members of the Union.
- C. Disseminate general information of interest to the parties.
- D. Discuss ways to increase productivity and improve efficiency.
- E. Consider and discuss health and safety matters relating to employees.

**Section 5.3.** It is further agreed that if special Labor/Management Meetings have been requested and mutually agreed upon they shall be convened as soon as possible.

## **ARTICLE 6** **NONDISCRIMINATION**

**Section 6.1.** The Employer agrees not to restrain or coerce any employee because of Union membership or because of any authorized employee activity in an official capacity on behalf of the Union.

**Section 6.2.** The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no unlawful disparate treatment, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

**Section 6.3.** Employees are encouraged to present to the Employer any other allegation of discrimination which the Employer will investigate and attempt to resolve outside the scope of this Agreement.

**Section 6.4.** The provisions of this Agreement shall be applied equally to all current employees without unlawful discrimination as to age, religion, sex, race, color, creed, ancestry, national origin, military status, or disability/handicap.

## **ARTICLE 7** **WORK RULES**

**Section 7.1.** The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, policies, and regulations consistent with the Employer's authority to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

**Section 7.2.** The Employer agrees that no existing work rules, policies, or regulations nor those to be established in the future, shall violate any expressed terms of this Agreement or Ohio Revised Code Section 4117. The Employer further agrees that work rules, policies, and regulations shall be interpreted and applied uniformly under similar circumstances within the group or groups of employees to whom such rules, policies, or regulations are directed.

**Section 7.3.** Employees or the Union shall have the right to grieve work rules, policies, or regulations which violate the express terms of this Agreement.

**Section 7.4.** Any additions or amendments to the work rules, policies, or regulations, shall be reduced in writing and posted on the department bulletin board for a period of ten (10) calendar days prior to implementation, except as specified in Section 7.5. Such posting shall constitute notification to all employees and the Union. A copy of any new or amended work rule, policy, or regulation will be provided to the local Union President at the time of posting.

**Section 7.5.** The notification requirements provided for in Section 7.4 herein shall not limit the right of the Employer to implement a work rule prior to the conclusion of the posting period when earlier implementation is necessary for the effective and efficient operation of the department or necessary to comply with the law or state regulations.

## **ARTICLE 8** **BULLETIN BOARDS**

**Section 8.1.** The Employer agrees to provide a mutually agreed upon bulletin board in an agreed upon area in 603 and 631 Wagner St. office for use by the Union. Should any location change during the terms of this Agreement, the Employer will meet with the Union to discuss availability and location of bulletin boards.

**Section 8.2.** All Union notices of any kind posted on the bulletin board shall be signed, posted or removed by the Local Union President during non-work time. The President may designate an alternate at each building and, if so assigned, he will designate the name of the alternate and their assigned bulletin board to the Director. The President and alternate will initial each posting that they post. 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 of non-political standing committees and independent non-political arms of the Union; or
- G. Non-political publications, rulings, or policies of the Union.

All other notices of any kind not covered by (A) through (G) above must receive prior approval of the Employer or his designated representative. It is also understood that no materials may be posted on the Union bulletin board at any time which contain the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the Employer, or any other governmental units or officials;

- C. Attacks on any employee organization regardless of whether the organization has local membership; or
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

**Section 8.3.** No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the Union.

**Section 8.4.** Upon the request of the Employer or his designee, the Union shall cause the immediate removal of any material posted in violation of this Article.

## **ARTICLE 9**

### **HEALTH AND SAFETY**

**Section 9.1.** Management, the Union, and the employees pledge to comply with all State regulations and standards as developed pursuant to OSHA. It is agreed that safety must be a prime concern and responsibility of all parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, tools, equipment, and working methods for its employees. The employee(s) accepts the responsibility to follow all safety rules and safe working methods of the Employer.

**Section 9.2.** Employees are responsible for reporting unsafe working conditions or practices to their supervisor as soon as said unsafe condition or practice becomes known. Employees are responsible for properly using and caring for facilities, equipment, and supplies provided by the Employer.

**Section 9.3.** All unsafe conditions shall be immediately reported by the employee to the employee's supervisor. The supervisor shall attempt to resolve the safety complaint and respond to the employee as soon as practicable. If the supervisor is unable to resolve the safety complaint, it shall be forwarded to the Director or designee who will determine if corrective action can be implemented to eliminate or reduce the potential danger or hazards.

If the employee is not satisfied with the Director's response and believes an unsafe working condition still exists, the employee may request that the issue be submitted to the Labor/Management Committee for review. A Labor/Management Committee meeting will be convened as soon as practicable. If the employee is not satisfied with the employer's response at the Labor/Management Committee Meeting, the employee may submit the matter to the grievance/arbitration process.

**Section 9.4.** When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer will provide personal protective equipment. Failure to utilize or wear safety equipment and/or personal protective equipment that has been deemed necessary shall subject the offending employee to disciplinary action.

**Section 9.5.** The Labor/Management Committee will function as the agency's safety committee. It is understood that the Committee is a fact-finding and communication vehicle only. The responsibilities of the Committee are as follows:

1. Review health and safety complaints and make recommendations for corrective action.
2. Review all incident reports of work related incidents and/or accidents which involve damage to equipment or vehicles and/or injury of employees or others. The Committee shall not have the authority to determine whether safety violations have occurred or to recommend discipline.
3. Make such recommendations as they deem necessary regarding safe work practices and methods, equipment, tools, and facilities.
4. Make recommendations regarding the interpretation, implementation, education, and training of employees as these may apply to OSHA.

**Section 9.6.** Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to process a grievance regarding the same issue to arbitration under the terms of this Agreement. The Union shall be bound to follow the redress procedure elected by the employee.

## **ARTICLE 10** **PERSONNEL FILES**

**Section 10.1.** Each employee may inspect her personnel file maintained by the Employer within three (3) workdays after submission of the request to the Director or Business Administrator and shall, upon request, receive a copy of any documents contained therein. If an employee requests more than one (1) copy of his or her file or if the number of copies he or she requests exceeds fifty (50) pages, the employee shall bear all costs associated with duplication of the documents, and the Employer shall not be required to pay the employee or to lose the employee's services as a result of this activity. An employee shall be entitled to have a representative of her choice accompany her during such review.

**Section 10.2.** If an unfavorable statement or notation is placed in an employee's personnel file, the employee shall be notified of such statement or notation and be granted the opportunity to place a statement of rebuttal or explanation in her file.

**Section 10.3.** All actions of record including disciplinary actions shall be maintained in the employees' files.

Records of verbal warnings or written reprimands shall not be considered in connection with subsequent violations occurring after a period of twelve (12) months provided the employee received no additional disciplinary actions during such period.

Records of a suspension or demotion shall not be considered in connection with subsequent violations occurring after a period of twenty-four (24) months provided the employee received no additional disciplinary actions during such period.

**Section 10.4.** Retention of items in personnel files shall be determined by State and Federal law. Further, all items defined by the Ohio Revised Code as public information, shall be available to the public from an employee's personnel file. The parties to the Agreement acknowledge that this Article is intended to comply with §149.43 of the Ohio Revised Code.

## **ARTICLE 11** **PROBATIONARY PERIODS**

**Section 11.1.** Every newly hired employee shall be subject to an initial probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of three hundred sixty-five (365) calendar days. A newly hired probationary employee may be terminated any time during her probationary period and shall have no appeal over such removal. It shall be the Employer's sole and exclusive right to determine whether to retain, remove, promote, demote, suspend, or discipline a probationary employee and such employee shall have no right to appeal such action under the terms of this Agreement. The above shall not be construed as a waiver of the Union's right under Article 19 - Vacancies, Promotions, and Transfers to grieve a promotion.

**Section 11.2.** Any employee promoted or otherwise appointed to a different classification shall be subject to a promotional probationary period in such newly assigned position. The promotional probationary period shall begin on the effective date of the promotion or appointment to a different classification and shall continue for a period of one hundred and twenty (120) calendar days. If the employee evidences unsatisfactory performance at any time during the promotional probationary period, she shall be returned to her former position at her previous rate of pay.

**Section 11.3.** Part-time employees shall be subject to an initial probationary period of three hundred sixty-five (365) calendar days, beginning on the first day, for which the part-time employee receives compensation from the Employer.

## **ARTICLE 12** **SENIORITY**

**Section 12.1.** Employees shall be entitled to exercise their seniority rights only in accordance with the specific terms and conditions of this Agreement.

**Section 12.2.** Seniority shall be an employee's uninterrupted length of continuous service within the bargaining unit of the Darke County Department of Job and Family Services from the last date of hire, except in the following situation: if a bargaining unit employee leaves the bargaining unit to accept a non-unit promoted position, he or she shall be eligible to reacquire any previously accrued seniority in the event the employee returns to the bargaining unit within the time limits allowed under the non-unit probationary period. An employee shall have no seniority during his or her original hire bargaining unit probationary period but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

**Section 12.3.** Seniority shall be terminated when an employee:

- A. Quits or resigns;
- B. Is discharged for just cause;
- C. Is laid off for a period of more than eighteen (18) consecutive months;
- D. Fails to report to work when recalled from layoff within ten (10) days from the date of receipt of recall notice sent by certified mail to the employee's last known address as shown on the Agency's records;
- E. Retires.

**Section 12.4.** An approved leave of absence does not constitute a break in service provided the employee follows the proper procedure for such leave and returns to work at the conclusion of the authorized leave.

If the employee on leave without pay fails to return to work at the expiration or cancellation of a leave of absence without securing an extension in a timely manner prior to the expiration date of such leave, she shall be deemed to be absent without leave, and may be discharged. However, the reason for her failure to return shall be considered.

**Section 12.5.** "Seniority" shall not be confused with "years of service" for purposes of calculating an employee's entitlement to applicable economic benefits provided in this Agreement.

### **ARTICLE 13 LAYOFF AND RECALL**

**Section 13.1.** When the Employer determines that a layoff (whether short-term or long-term in nature) due to a lack of work, lack of funds, reorganization, or job abolishment is necessary, all affected employees, the Local Union President, and Ohio Council 8 shall be notified at least ten (10) working days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss with representatives of the Union, the impact of the layoff on bargaining unit employees.

**Section 13.2.** The Employer shall determine in which classification(s) and which work section(s) layoffs (including job abolishments) will occur. Within each classification affected, employees will be laid off in accordance with their seniority and their ability to perform the remaining work available without further training. When two (2) or more employees have relatively equal experience, skill, ability, and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first.

**Section 13.3.** Within the classification and/or work section in which a layoff occurs, temporary, intermittent, seasonal and employees serving their initial probationary period shall first be laid off, in that order, prior to laying off any regular non-probationary employees.

An employee who is laid off from his or her classification may exercise his or her seniority to bump an employee with less seniority in the following order:

1. Classification the employee held at the time of layoff; and
2. Classification the employee previously held (other than a temporary assignment) within the last eighteen (18) months.

Any employee laid off from his or her classification may elect to take a direct layoff rather than exercise his or her bumping rights. Such election shall be made in writing at the time layoff occurs and shall be final. Employees who wish to pursue their bumping rights shall give written notice of intent to exercise those rights to the Director of Job and Family Services within seven (7) calendar days after receipt of the layoff notice. Failure to exercise bumping rights within this period will cause forfeiture of an employee's bumping rights and result in layoff.

In the event that affected employees have the same amount of seniority (a tie), then the employee having the earliest birthday in the year shall prevail.

**Section 13.4.** Employees who are laid off shall be placed on a recall list for a period of eighteen (18) months. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training.

**Section 13.5.** Notice of recall from a layoff shall be sent to the employee by certified mail with a copy to the Local Union President and Ohio Council 8. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the employee. It shall be the employee's responsibility to notify the Employer of any change in address during the layoff.

**Section 13.6.** In the case of a layoff, the recalled employee shall have ten (10) days following receipt of the recall notice to report for duty, unless a different date for returning to work is otherwise specified in the notice. The Employer reserves the right to extend the given time limits when deemed necessary.

## **ARTICLE 14** **DISCIPLINE**

**Section 14.1.** The tenure of every employee shall be during good behavior and efficient service. No non-probationary employee shall be reduced in pay or position, suspended, removed, or reprimanded except for just cause. The Employer shall initiate disciplinary action within thirty (30) work days following an investigation and final determination by the Director or his/her designee that a violation of policy has occurred which warrants discipline. This time limit may be extended upon mutual agreement of the parties.

Incompetency, inefficiency, dishonesty, impairment due to alcohol or controlled substances, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, failure of good behavior, violation of any of the Employer's policies or work

rules, other conduct unbecoming a public employee, or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action.

**Section 14.2.** Discipline may include:

1. Verbal warning (in written form);
2. Written reprimand;
3. Suspension or demotion;
4. Termination.

**Section 14.3.** Except in instances of serious misconduct, discipline will normally be applied in a progressive manner. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

**Section 14.4.** Whenever the Employer determines that an employee may have committed a violation warranting a suspension, reduction, or removal, a pre-disciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct. Should the employee fail to respond truthfully, disciplinary action may ensue. The employee may waive their right to a pre-disciplinary conference. The employee shall receive a written notice of the charges at least three (3) working days prior to the scheduled conference. The date and time for the pre-disciplinary conference may be extended by mutual agreement of the Employer and the employee or his representative. At the hearing, the charged bargaining unit employee will be allowed to present his defense or shall have the right to have a Union representative present his defense, including the use of employee witnesses and testimony.

**Section 14.5.** Whenever the Employer determines that it is in the best interest of the County for the employee to be away from the work site until the pre-disciplinary conference is held, the Employer may place the employee on administrative leave with pay pending the results of the conference.

**Section 14.6.** The Employer will notify the affected employee and the Local Union President or other designated local representative, in writing, of the decision reached as a result of the pre-disciplinary conference within fourteen (14) calendar days from the date of the conference. Disciplinary actions involving a reduction, suspension, or a removal may be appealed through the grievance procedure. A felony conviction is a dischargeable offense.

## **ARTICLE 15**

### **GRIEVANCE PROCEDURE**

**Section 15.1.** The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of an express term or provision of this Agreement. The grievance procedure may not be used to effect changes in the terms of this Agreement or to remedy any alleged violation of state or federal law or the constitutions of the United States or the State of Ohio.

**Section 15.2.** Where a group of bargaining unit members desire to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member selected by such group will process the grievance but the grievance must be signed by each individual desiring to be included.

**Section 15.3.** All grievances must be processed to the proper step in order of progression to be considered at any subsequent steps. Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided, shall be considered resolved based upon the Employer's last answer. Any grievance not answered by the Employer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the Employer and the Union which shall be in writing.

**Section 15.4.** A grievance must be submitted to the formal grievance procedure within ten (10) calendar days after the grievant knows or should have known of the incident giving rise to the grievance but in no case later than thirty (30) calendar days following the date of such incident, otherwise it will be considered not to have existed.

**Section 15.5.** All written grievances shall contain the following information to be considered.

1. Aggrieved employee's name and signature;
2. Date grievance was first discussed;
3. Date grievance was filed in writing;
4. Name of supervisor with whom grievance was discussed;
5. Date grievance occurred;
6. Description of incident giving rise to the grievance;
7. Articles and sections of the agreement violated; and
8. Desired remedy to resolve the grievance.

**Section 15.6.** There shall be a good faith effort to settle disputes and controversies promptly through oral discussions between the employee and her immediate supervisor. Any matter which cannot be resolved through these discussions and which meets the definition of a grievance as herein defined; may be submitted through the formal grievance procedure within the time limits set forth in Section 15.4 herein. The employee may be accompanied by the Local Union steward at any step of the grievance procedure.

**STEP 1:** The grievance must be submitted in writing to the immediate supervisor within the time limits set forth in Section 15.4 herein. The supervisor shall investigate the matter and provide a written response within ten (10) calendar days following

the day on which the supervisor was presented the grievance. During the extended absence of the supervisor, the grievance may be submitted to Step 2 of the grievance procedure.

**STEP 2:** If the grievance is not resolved at Step 1, it may be submitted in writing to the Department Head within ten (10) calendar days following the receipt of the response in Step 1. The Department Head shall investigate the matter and provide a written response within ten (10) calendar days following the day on which the Department Head was presented the grievance.

**STEP 3** If the grievance is not resolved in Step 2, it may be submitted in writing to the Director or his designated representative. The appeal to Step 3 must take place within ten (10) calendar days of the response in Step 2. The Director or his designee shall meet with the aggrieved employee and Union representative within fourteen (14) calendar days following receipt of the grievance and provide a written response within fourteen (14) calendar days following the Step 3 meeting.

**STEP 4:** **Arbitration.** If the grievance is not satisfactorily resolved by the Employer's response at Step 3, the Union shall have ten (10) calendar days from the date of the Step 3 response in which to submit a written request for arbitration to the Employer. If a request for arbitration is not received within the ten (10) calendar day period, the grievance shall be considered resolved. The following procedures shall be applicable to arbitration:

- A. Upon receipt of a request for arbitration, the Employer or his designee and the representative of the Union shall within fifteen (15) calendar days following the request for arbitration meet for the purpose of attempting to resolve the dispute. If no agreement is reached, the parties shall prepare a joint statement outlining the specific issue the arbitrator is to decide and jointly request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service (FMCS) that specifies the arbitrators will be from Ohio. The Union will pay the cost of obtaining the first arbitrator list; thereafter, the party rejecting any arbitrator list will pay the cost of obtaining a new list. Upon receipt of the list of seven (7) arbitrators submitted to the parties by the FMCS, the parties shall alternately strike the names of the arbitrators until one (1) name remains on the list. The party requesting arbitration shall strike first. The remaining name shall be designated as the arbitrator to hear the dispute in question. Each party may once reject the list and request from FMCS another list of seven (7) names. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. Selection of the arbitrator and scheduling of the arbitration hearing shall be completed within sixty (60) calendar days following the pre-arbitration meeting stated above in paragraph (A), unless an extension is mutually agreed to by the parties or the delay is due to the fault of the Employer or FMCS.

- B. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due the arbitrator shall be paid by the party canceling the arbitration. This provision shall not preclude the parties from mutually agreeing to settle the grievance prior to arbitration and splitting the cost of any cancellation fee due.
- C. The arbitrator shall limit his decision to the interpretation, application, or enforcement of the specific Articles in this Agreement. He may not modify or amend the Agreement.
- D. The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. The first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator.
- E. The arbitrator shall be without authority to recommend any right or relief of any alleged grievance occurring at any time other than the contract period in which such right originated, or make any award based on rights arising under any previous agreement, grievance or practices not incorporated in this Agreement. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement.
- F. The costs of the services of the arbitrator, the costs of any proofs produced at the direction of the arbitrator, the fee of the arbitrator and hearing room, if any, shall be borne by the losing party. The expenses of any witnesses shall be borne, if any, by the party calling them. The fee of the court reporter shall be paid by the party asking for one; such fee shall be equally split if both parties desire a reporter, or request a copy of any transcripts. The arbitrator shall be requested to issue his opinion within thirty (30) days following the conclusion of the hearing or within thirty (30) days following the submission of post hearing briefs if either party desires to file such briefs.

The arbitrator's decision and any pre-arbitration grievance settlements signed by the parties shall be final and binding on the Employer, the Union, and the bargaining unit employees.

**Section 15.7.** Once a grievance has been appealed to arbitration, the Union or the Employer may request that the grievance be submitted to mediation. If both parties mutually agree to mediation, either the Union or the Employer will notify the Federal Mediation and Conciliation Service (FMCS) within five (5) work days after the mutual agreement on mediation, asking the FMCS to appoint a mediator to assist the parties in resolving the dispute. The mediator will schedule a meeting with the parties and their representatives as soon as possible after notice has been received. The mediation process will be in accordance with the processes developed and in

place with the FMCS. If the grievance cannot be resolved in mediation, the Union may continue the grievance to arbitration hearing.

**Section 15.8.** When an employee covered by this Agreement chooses to represent herself in the presentation of a grievance, the adjustment of the grievance shall not be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance the appropriate Union representative will be notified of her right to be present at the adjustment. The Union has the right to withdraw the grievance or agree with management to settle the grievance at any step.

**Section 15.9.** All parties agree that this grievance procedure shall supersede and replace the State Personnel Board of Review procedures for employees covered by this Agreement.

## **ARTICLE 16**

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

**Section 16.1.** The Employer and the Union agree that for purposes of this Agreement, all provisions of the Ohio Revised Code pertaining to personnel and payroll reporting requirements to the Ohio Department of Administrative Services do not apply to bargaining unit employees.

**Section 16.2.** The parties further agree, except as otherwise provided by O.R.C. 4117, Sections 124.01 through 124.56 of the Civil Service Laws contained in the Ohio Revised Code shall not apply to employees in the bargaining unit. It is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit except that complete lists of persons having passed Civil Service Examinations be provided to the Employer, when requested, for selection of original appointments.

## **ARTICLE 17**

### **JOB DESCRIPTIONS/SPECIFICATIONS**

**Section 17.1.** In accordance with the Article 1 - Management Rights, herein, the Union recognizes the Employer's right to establish new job classifications, modify existing job descriptions/specifications, and determine the duties to be included in all job classifications.

**Section 17.2.** The Employer shall provide in writing to the local Union President any additions, subtractions, or amendments to the job descriptions/specifications at least ten (10) calendar days prior to implementation. Job descriptions/specifications shall accurately and fairly describe the job duties, functions and characteristics and qualifications of the position. Each description/specification shall also be deemed to include, automatically, all duties functionally related to the duties set forth in the description itself. The Employer will provide copies of job descriptions/specifications within three (3) working days of the employee's or Local Union President's request to the Director or Business Administrator.

**Section 17.3.** Should any employee or the Union believe that the job description/ specification for an employee's classification is inaccurate, the employee or the Union may request a meeting and/or review by the Employer.

Alleged inaccuracies in the job descriptions/specifications may also be a proper subject for discussion during Labor/Management meetings.

**Section 17.4.** In the event the duties and responsibilities of a position are substantially increased, the Union may request a meeting with the Employer to discuss an appropriate pay range for the upgraded position. In the event the parties are unable to reach a mutual agreement regarding an appropriate rate of pay for the position, the Union may submit this issue to the grievance procedure through Step 3.

**Section 17.5.** In the event an employee is assigned the duties and responsibilities of a higher level classification on a regular and continuous basis, the Union may request a meeting with the Employer to determine if the employee should be reclassified. In the event the parties are unable to resolve this issue by mutual agreement, the Union may submit the issue to the grievance procedure.

## **ARTICLE 18** **TRAINING**

**Section 18.1.** The Employer and the Union agree that the training and development of employees within the bargaining unit is a matter of importance. Consequently, the Employer will, as funds permit, make available to employees the training the Employer deems necessary for the performance of the employees' presently assigned duties.

**Section 18.2.** Whenever employees are required to attend work related training programs, they shall be given time off from work with pay to attend such programs, including any travel time required to be paid in accordance with the Fair Labor Standards Act (FLSA). Reasonable costs and expenses incurred in such training shall be paid by the Employer or the employee shall be reimbursed in accordance with the Employer's policy. Such costs and expenses must be approved in advance and the employee must complete the required expense report and provide receipts for all expenditures.

## **ARTICLE 19** **VACANCIES, PROMOTIONS, AND TRANSFERS**

**Section 19.1.** Whenever the Employer determines that a permanent vacancy exists within the bargaining unit, notices of such vacancy shall be posted on the bulletin board, where employee notices are usually posted, for a period of seven (7) days. All such notices shall contain a description of the position to be filled, including job duties, salary range (minimum to maximum), normal working hours, special qualifications required, and the normal location for reporting to work. During the posting period, any eligible person wishing to apply for the vacant position shall do so by submitting a written application to the Employer or his designee.

**Section 19.2.** The Employer will consider the following criteria in selecting the successful applicant: experience with previous employers; experience with the Darke County Department of Job and Family Services; ability to perform the work; previous work performance; records of attendance and discipline; education and other job related qualifications. The Employer will select the applicant who best meets the above criteria.

**Section 19.3.** The successful applicant may be a bargaining unit employee requesting a promotion or a reduction, an original appointment from an established eligibility list for the classification or a temporary appointment from outside the Agency, if no list exists. In any case if the Union appeals the Employer's decision regarding the filling of the position, the Union must show that the selected employee was not the most qualified.

**Section 19.4.** Prior to considering applicants for promotion, reduction, or appointment, the Employer shall first consider bargaining unit employees who are applying for a lateral transfer (same classification and pay range). Any vacancy which occurs as a result of a lateral transfer shall be posted and filled in accordance with this Article.

## **ARTICLE 20** **TRANSFERS WITHIN A CLASSIFICATION**

**Section 20.1.** A transfer within a classification shall be defined as the movement of an employee from one position to another position within the same classification, but which may be assigned to another division or unit of the Agency or another agency affiliated with Darke County JFS (e.g., pursuant to a contract, agreement, resolution, consolidation, etc.). If the transfer would result in the employee being permanently assigned to a location outside of Darke County for thirty (30) calendar days or more, the Employer will notify the Union and the affected employee in advance of the transfer. A transfer within a classification shall not involve any change in the employee's rate of pay.

**Section 20.2.** Employees shall be permitted to submit requests for transfers within a classification in accordance with Article 19 herein. However, the Employer retains the discretion to make the transfer from among any qualified employees. Where two (2) or more equally qualified employees apply for transfer to the same position, the Employer shall award the transfer to the most senior employee.

**Section 20.3.** Nothing in this Article shall prevent the Employer from transferring employees, within a classification, at any time deemed appropriate or necessary. This includes the transfer of any employee from a position that the employee obtained through request or bid.

**Section 20.4.** Nothing in this Article shall prevent the Employer from temporarily transferring an employee, within a classification, to a vacant position during the posting and consideration period outlined in Article 19.

## **ARTICLE 21** **WAGES**

**Section 21.1.** Effective with the beginning of the first full pay period following July 1, 2015, each employee assigned to the pay scale contained in Appendix B herein shall receive a three percent (3.00%) increase to his or her base hourly rate.

**Section 21.2.** Each employee assigned to the pay scale contained in Appendix B herein shall receive a two and three-quarters percent (2.75%) increase to their base hourly rate at the beginning of the first full pay period following July 1, 2016.

**Section 21.3.** Effective with the beginning of the first full pay period following July 1, 2017, bargaining unit employees shall receive a two and three-quarters percent (2.75%) increase to their base hourly rate.

**Section 21.4.** Longevity compensation being paid to employees hired prior to July 1, 1991 shall be frozen at the amounts in effect on that date and such employees shall continue to receive their current amount of longevity compensation for the life of the negotiated Agreement. Any employee hired after July 1, 1991 shall not be eligible for longevity compensation.

**Section 21.5.** New employees hired after the effective date of this Agreement shall normally be employed at the minimum rate of the applicable pay range. The Employer reserves the right to assign new employees above the minimum rate of the applicable pay range when, in the Employer's judgment, the new employee possesses exceptional knowledge, skills, education, and/or experience which justifies a higher entrance rate into the classification.

**Section 21.6.** Wage rates for bargaining unit employees shall be set forth in Appendix B of this Agreement and made a part thereof.

## **ARTICLE 22** **ON-CALL PAY**

**Section 22.1.** Bargaining unit employees assigned to on-call duty in the Children Services work unit will be compensated as follows:

- A. Employees on-call during their normal non-work time will be paid twenty dollars (\$20.00) for each weekday on-call.
- B. Employees on-call will be paid thirty-five dollars (\$35.00) for each twenty-four (24) hour period including Saturday and Sunday, days the Agency is closed in accordance with Article 39, or on any day observed as a holiday in accordance with Article 26 herein.

**Section 22.2.** Any employee called to work while serving on-call duty shall be paid at the rate of time and one-half the employee's regular base hourly rate for all hours actually worked. An employee who is called to work on a holiday as provided in Article 26, shall receive in addition to her holiday pay and on-call pay, the pay rate of time and one-half for hours actually worked.

## **ARTICLE 23** **HOURS OF WORK AND OVERTIME**

**Section 23.1.** This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

**Section 23.2.** The standard workweek for all full-time employees covered by the terms of this Agreement shall be forty (40) hours, exclusive of a one-half (½) hour lunch period. The

workweek shall be computed between 12:01 a.m. on Sunday of each calendar week and 12 o'clock midnight the following Saturday.

**Section 23.3.** When an employee is required by the Employer to work more than forty (40) hours in a calendar week, the employee shall be paid overtime pay for all time worked in excess of forty (40) hours. For purposes of this Article, only hours of work shall be used in the computation of overtime pay. If an employee, who is not on-call, is called out to handle an emergency situation, that employee shall have all hours in active pay status used for computation of overtime pay. Overtime pay shall be paid at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement except as provided in Article 22 - On-Call Pay and Article 26 - Holidays. All overtime must be approved in advance by the employee's supervisor. Employees shall not take work home to complete unless specifically authorized by the Director.

**Section 23.4.** If an eligible employee is required to work overtime, the employee may request or may be required to flex the additional hours during the work week. Compensatory time shall be at the Employer's discretion. Compensatory time off will be on a time and one-half (1½) basis for each hour of overtime worked, at a time mutually convenient to the employee and the Employer. Employees shall not be permitted to accumulate over forty (40) hours of compensatory time. Employees shall be compensated for any accrued but unused compensatory time to their credit upon permanent separation of their employment based on the employee's rate of pay at the time of separation. Compensatory time will not be used for tardiness at the start of a shift or returning from lunch period.

**Section 23.5.** Each full-time employee of the bargaining unit shall be granted a one-half (½) hour unpaid lunch period during the workday as scheduled by the Employer. An employee may adjust their normal lunch period time with the advance approval of the Director or designee.

**Section 23.6.** Each full-time employee shall be granted a fifteen (15) minute break period with pay which will be scheduled whenever practicable approximately midpoint in the first half of the employee's regular workday and midpoint in the second half of the workday. Rest periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The break period is considered to be a recess to be preceded and followed by an extended work period; thus, breaks will not be in the first or final hour of the workday or in conjunction with the lunch period. Employees will sign-out/clock-out and sign-in/clock-in anytime they leave the Employer's premises for non-work related purposes.

Breaks are a privilege, not a right. Any time beyond the approved fifteen (15) minutes must be noted on the employee's time card. Excessive breaks or overstaying breaks are grounds for disciplinary action.

## **ARTICLE 24**

### **TEMPORARY WORKING LEVEL PAY**

**Section 24.1.** A non-probationary bargaining unit employee who is temporarily assigned by the Director or his designee to perform the duties, activities, and assume the responsibilities of a higher paying classification shall be eligible for a temporary pay adjustment of fifty cents (\$.50)

per hour in accordance with this Article. This pay adjustment shall in no way affect any other pay supplement, which shall be calculated using the employee's normal classification salary base.

**Section 24.2.** This temporary working level pay shall be effective only if such employee is continuously assigned to the higher paying classification for three (3) working days or more. To be eligible for the temporary pay adjustment, the employee must be assigned and perform the primary duties and activities of the higher paying classification for the percentages of time as designated in the classification specification/job description.

**Section 24.3.** A non probationary bargaining unit employee who is temporarily assigned to duties of a position with a lower pay range than the employee's own pay range, will continue to receive her normal rate of pay, unless such reduction is for disciplinary reasons.

## **ARTICLE 25** **BENEFIT ELIGIBILITY**

**Section 25.1.** Employees scheduled to work eighty (80) hours in a biweekly pay period are considered full-time employees for the purposes of this Agreement, and are entitled to all rights and privileges contained in this Agreement.

**Section 25.2.** All regular part-time employees normally scheduled to work less than eighty (80) hours in a biweekly pay period shall be limited to fringe benefits of PERS, under the terms and conditions therein established, and sick leave benefits on a pro rata basis to be used for sick leave as prescribed in Article 28.

## **ARTICLE 26** **HOLIDAYS**

**Section 26.1.** The Employer shall recognize the following paid holidays:

New Year's Day	January 1
Martin Luther King Day	3 <sup>rd</sup> Monday in January
Presidents Day	3 <sup>rd</sup> Monday in February
Good Friday (½ day)	Friday before Easter
Memorial Day	last Monday in May
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans Day	November 11
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	4 <sup>th</sup> Friday in November
Christmas Day	December 25 <sup>th</sup>

Christmas Eve Day (December 24) shall be recognized as a paid holiday in those calendar years that such holiday occurs on the employee's normal workday.

**Section 26.2.** If the holiday falls on Sunday, it will be observed on the following Monday; if it falls on Saturday, it will be observed on the preceding Friday.

**Section 26.3.** For each holiday listed above, employees shall receive their regular rate of pay as holiday pay, provided they are in active pay status the full day prior to and after the holiday. Any work performed by an employee on any of the days listed above shall be paid for at the applicable hourly rate in accordance with Article 23 herein.

## **ARTICLE 27** **VACATION**

**Section 27.1.** Full-time bargaining unit employees shall earn vacation leave according to their number of years of continuous service with the Employer as follows:

- A. Less than one (1) year of service completed:  
No vacation.
- B. One (1) year of service but less than eight (8) years completed:  
80 hours (ten working days). Rate: 3.1 hours per pay period.
- C. Eight (8) years of service but less than fifteen (15) years completed:  
120 hours (15 working days). Rate: 4.6 hours per pay period.
- D. Fifteen (15) years of service but less than twenty-five (25) years completed:  
160 hours (20 working days). Rate: 6.2 hours per pay period.
- E. Twenty-five (25) years or more of service completed:  
200 hours (25 working days). Rate: 7.7 hours per pay period.

**Section 27.2.** Vacation credit accrues while on vacation, paid military leave, and sick leave. No vacation credit is earned while an employee is on any unpaid leave or disciplinary suspension. Prorated vacation credit is given for any part of a pay period.

**Section 27.3.** In order for an employee's vacation request to be considered, that employee must put the request in writing. Vacation shall not be granted in increments of time that are less than one-half ( $\frac{1}{2}$ ) hour in duration. Further, if an employee intends to take three (3) or more consecutive weeks of vacation, he or she must provide the Employer with at least a four (4) calendar month notice for the Employer to arrange operations. This notice requirement does not apply to unplanned FMLA events.

**Section 27.4.** The Employer may, at his discretion, disapprove vacation requests that would result in the Agency being unable to adequately staff any work unit.

**Section 27.5.** Employees may carry over earned vacation time not to exceed one hundred twenty (120) hours into a successive year (in addition to the prior year's accumulation, which must be used in the successive year). Vacation accrual in excess of one hundred twenty (120) hours' worth of accumulation will be forfeited unless the employee has made a reasonable effort to utilize her vacation and has had such vacation requests denied.

**Section 27.6.** Effective upon the execution of this Agreement, full-time employees with prior service with the State, any Ohio county, or any other political subdivision of the State shall receive prior service credit when computing the length of service for vacation leave. Employees shall not be entitled to retroactive vacation credit. New employees are required to provide written verification of total prior service with all applicable Ohio public employers within ninety (90) days of appointment. Completion of one (1) year of service with the Darke County Department of Job and Family Services is required before eligibility for vacation leave is established. Each employee who has been previously credited with prior service credit shall retain such service credit.

## **ARTICLE 28** **SICK LEAVE**

**Section 28.1.** The parties mutually agree that sick leave is a benefit designed to provide employees with protection from loss of income during periods of illness or injury. The parties further recognize that the abuse of this benefit is costly to the Employer, detrimental to the operations of the Agency and detrimental to the welfare of the employee if she subsequently encounters serious illness or injury.

**Section 28.2.** Employees shall accrue sick leave credit at the rate of four and six-tenths (4.6) hours for each full pay period in active pay status up to a maximum of one hundred and twenty (120) hours per year. Sick leave credit shall not accrue during any unpaid leave or layoff. Accrual of sick leave credit shall be prorated based upon the number of completed hours in active pay status. Advance use of sick leave shall not be granted.

**Section 28.3.** An employee who transfers from another Ohio public agency as defined in Section 124.38 of the Ohio Revised Code or is reinstated by the Employer shall be credited with the unused balance of his accumulated sick leave up to a maximum of one hundred and twenty (120) hours, provided that the time between separation and reappointment does not exceed ten (10) years and provided the employee was not previously paid for a percentage of such unused balance.

**Section 28.4.** Sick leave may be granted to an employee upon approval by the Employer for the following reasons:

- A. Illness, injury, or pregnancy-related condition of the employee.
- B. Examination of the employee including mental, psychological, dental, or optical examination by an appropriate practitioner which cannot be scheduled during non-working hours.
- C. To arrange for and/or attend the funeral of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time not to exceed three (3) days. For purposes of attending the funeral of the current spouse's grandparents, the employee will be granted one (1) day sick leave usage (day of funeral).

- D. Serious illness or injury of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
- E. Examination including medical, psychological, dental, or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary and which cannot be scheduled during non working hours.
- F. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees.

For the purposes of this Article, the definition of immediate family shall be: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, step-child, grandchild, a legal guardian, or other person who stands in place of a parent (loco parentis).

If additional time is necessary for an employee to travel in order to attend the funeral of a person in the employee's immediate family, the employee may use a maximum of two (2) vacation days.

**Section 28.5.** In order for an employee to be paid while on sick leave, he shall submit a satisfactory written signed statement requesting sick leave. All payment for sick leave is subject to final approval by the Employer or his designee. A written sick leave request may be denied by the Employer based upon any investigation which discloses facts inconsistent with the proper use of sick leave.

**Section 28.6.** The Employer may require an employee to furnish a specific written statement from his doctor regarding the nature of the illness to justify the use of sick leave if the absence is for more than three (3) consecutive days. For any absence from work that abuts any scheduled time off, or where an employee exhibits a pattern of sick leave abuse the employee may be required to furnish a written statement from her doctor regarding the nature of the illness and confirming disability and inability to work to justify the use of sick leave. If absence due to illness requires the attendance of a licensed practitioner, the employee shall be required to obtain a certificate from her physician to be submitted immediately upon return to work or before the end of the pay period, whichever comes first. Failure to present a required certificate or written signed statement to the Employer or his designee shall result in loss of pay for the time absent. Disciplinary action may be taken against any employee who fails to comply with the sick leave rules and regulations or who falsifies any sick leave documentation. Where sick leave is requested to care for members of the immediate family the Employer may require a physician's certificate to the effect that the presence of the employee was necessary to care for the ill member. During periods of prolonged illness or injury, the employee may be required to submit a physician's statement as necessary to justify the continued payment of sick leave.

**Section 28.7.** An employee who is unable to work shall notify her immediate supervisor by no later than the employee's scheduled starting time on the first day of absence and each day of absence thereafter, unless other arrangements are made with the supervisor in regards to a prolonged illness.

**Section 28.8.** The Employer may require an employee to take an examination conducted by a licensed physician, designated by the Employer, to determine the physical or mental capability of the employee to perform the duties of her position. The cost of such examination shall be paid by the Employer.

**Section 28.9.** If the illness or disability continues past the expiration of all sick leave and vacation, the employee may be granted an unpaid medical leave in accordance with Article 31 herein.

**Section 28.10.** An employee shall be charged for sick leave only for days and hours for which they would otherwise have been scheduled to work. Sick leave shall be charged in minimum units of one-half ( $\frac{1}{2}$ ) hour. Sick leave payment shall not exceed the normal scheduled workday or pay period earnings.

**Section 28.11.** An employee, at the time of retirement from active service with the Employer, may elect to be paid in cash for the value of the sick leave that was earned but unused while employed by the Employer, subject to the following formula:

The employee may be paid for one-fourth ( $\frac{1}{4}$ ) of his accumulated sick leave up to a maximum of one hundred and twenty (120) days.

The maximum permissible payment under this Section shall be thirty (30) workdays' (240 hours) pay.

To qualify for the above payment, the employee shall have had, prior to the date of retirement, five (5) or more years of service with the Employer. Such payment shall be based on the employee's rate of pay at the time of retirement. Such payment shall be paid only once and shall eliminate all sick leave credit accrued by the employee. Eligible employees, retiring from active service, shall complete the appropriate documentation to initiate the payment process. For the purpose of this Section, retirement shall be considered the criteria established for retirement from active service under the Public Employees Retirement System. Employees who die shall be considered to have terminated employment as of the date of their death and shall be eligible for sick leave payment for which they would otherwise have qualified. Such payment shall be made in accordance with Section 2113.04 of the Ohio Revised Code, or paid to the employee's estate.

## **ARTICLE 29** **COURT DUTY**

**Section 29.1.** A non-probationary bargaining unit employee who is subpoenaed by the court or called to and reports for jury duty in any court of the United States, the State of Ohio, or a political subdivision during her regularly scheduled working hours shall be compensated by the Employer for such hours of court service. Any compensation received from the court for such duty shall be submitted to the Employer for deposit in the appropriate fund. Employees shall not be entitled to paid court duty leave for appearing in court when the case is being heard in connection with the employee's personal matters or matters relating to the employee's secondary employment.

**Section 29.2.** An employee released from court duty prior to the end of her scheduled workday, shall report to work for the remaining hours. The employee is required to submit a certificate to the Employer prepared by the court stating the date and time the employee was released from such duty.

**Section 29.3.** In order to be eligible for payment, the employee must notify her supervisor within a reasonable time after receipt of a subpoena or notice of selection for jury duty, and must furnish a written statement from the appropriate court official showing the date served and the amount of pay received.

**Section 29.4.** This Article shall not be applicable to employees appearing in court on behalf of the Employer for work-related matters.

### **ARTICLE 30 MILITARY LEAVE**

**Section 30.1.** Military leave will be provided pursuant to state and federal law.

### **ARTICLE 31 LEAVE OF ABSENCE WITHOUT PAY**

**Section 31.1.** Except in case of emergency, an employee must request a leave of absence without pay at least thirty (30) days in advance. The authorization of a leave of absence is a matter of administrative discretion. The Employer in each individual case will decide if a leave of absence is to be granted.

The granting of a leave of absence shall not be considered precedent for a grievance based on the denial of a subsequent request for a leave of absence.

**Section 31.2.** An employee may only use a leave of absence without pay for the reason for which it was granted. If the Employer determines that the leave is being used for a different purpose, the Employer may require the employee to return to work or may discipline the employee up to and including discharge.

**Section 31.3.** An employee may not return from a leave of absence prior to the time for the leave to expire, without the permission of the Employer.

**Section 31.4.** If an employee fails to return to work upon the expiration of the leave, the Employer may consider the employee's failure to return as job abandonment and may terminate the employee.

**Section 31.5.** The Employer shall place an employee returning from leave in the same or similar classification from which the employee took leave. If such classification(s) no longer exist, the Employer shall treat the employee as if she were laid off from her classification.

**Section 31.6.** The Employer may grant an employee a leave of absence without pay for any reason the Employer believes is justified.

Unpaid leaves of absence will not exceed six (6) months duration, unless an extension is requested by the employee and approved by the Employer for up to an additional six (6) month period.

**Section 31.7.** If an employee requests leave of absence without pay for medical reasons, she shall submit a doctor's certificate stating the nature of the illness or injury and the estimated time required for recovery. If an employee requests an extension of the leave of absence without pay for medical reasons, an additional doctor's certificate will be required, which shall likewise contain the information listed above. The Employer maintains the right to require an employee to be examined by a physician of the Employer's choosing anytime there is a question concerning the employee's ability to perform the duties of her position. Such examination shall be at the Employer's cost. In the event the opinion of the Employer's physician differs from the opinion of the employee's physician, the two (2) physicians shall mutually select a third practitioner specializing in the employee's condition. The opinion of the third physician shall be binding on the employee, the Employer, and the Union. The Employer agrees to pay the out of pocket costs of the third physician opinion which are not covered by the employee's insurance.

## **ARTICLE 32**

### **FAMILY AND MEDICAL LEAVE**

**Section 32.1.** Employees who have been employed for at least twelve (12) months and who have completed at least one thousand two hundred and fifty (1,250) hours of actual work with the County during the previous twelve (12) month period before the leave commences shall be eligible for Family and Medical Leave (FMLA) leave as provided herein.

**Section 32.2.** Eligible employees shall be entitled to a total of twelve (12) workweeks of unpaid leave during the twelve (12) month period measured forward from the date the employee's FMLA leave began, for the following reasons:

- A. Because of the birth of a son or daughter of the employee or placement of a son or daughter with the employee for adoption or foster care;
- B. In order to care for the spouse, son, daughter, parent, or one who stood in place of a parent of the employee, if such spouse, son, daughter, parent, or "in loco parentis" has a serious health condition (if the leave is to care for a covered service member with a serious illness or injury, the employee shall be entitled to up to 26 weeks FMLA leave in a single 12 month period);
- C. Because of a serious health condition that makes the employee unable to perform any of the essential functions of the employee's position.
- D. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

**Section 32.3.** Employees shall be required to first use all accrued sick leave (if applicable in accordance with Article 28 of this Agreement) and then all other paid leave (i.e., vacation, etc., with vacation being the last leave used) prior to being granted a FMLA leave. The period of

FMLA leave, including sick leave, vacation, and other paid leave shall not exceed a total of twelve (12) workweeks during any twelve (12) month period.

**Section 32.4.** In the event of the continuation, reoccurrence, or onset of a serious health condition after the employee has exhausted the twelve (12) workweeks of leave as provided in this Article, the employee may request a leave of absence without pay as outlined in Article 31.

**Section 32.5.** In any case in which a husband and wife, both employed by the County, request leave due to the birth or placement with the employees of a son or daughter or to care for either employee's parent who has a serious health condition, the aggregate number of workweeks of FMLA leave to which both employees shall be entitled shall be limited to twelve (12) workweeks during any twelve (12) month period.

**Section 32.6.** Leave due to the serious health condition of the employee or the employee's spouse, son, or daughter or parent may be taken intermittently or on a reduced leave schedule when medically necessary. The Director may require an employee taking leave in this manner for planned medical treatments to transfer temporarily to an alternative position or shift which has equivalent pay and benefits and better accommodates the recurring periods of leave.

The taking of leave intermittently or on a reduced leave schedule shall not result in a reduction in the total amount of leave to which the employee is entitled in accordance with this Agreement.

Leave due to the birth or placement with the employee of a son or daughter shall not be taken on an intermittent or reduced leave schedule which reduces the employee's usual number of hours per workweek or per workday.

**Section 32.7.** An employee granted leave in accordance with this Agreement shall continue to accrue seniority during the period of such leave provided the employee follows the proper procedures for requesting such leave and returns to work at the expiration of the approved leave period.

**Section 32.8.** Any eligible employee who takes leave hereunder shall be entitled, on return from such leave, to be restored to the position held by the employee when the leave commenced or a similar position of equivalent pay and benefits. In those situations where the Employer is permitted to require a physician's certification before granting a FMLA leave, the Director may require that a health care provider certify that the employee is sufficiently recovered to return to work and perform the essential functions of the employee's position before reinstating the employee. Should the Employer require such certification, the Employer shall make its request for the certification at least fifteen (15) calendar days prior to the expected return of the employee.

**Section 32.9.** During any period that an eligible employee takes leave hereunder, the County shall maintain the employee's group health care coverage under the conditions coverage would have been provided if the employee had continued in active employment for the duration of the leave. The employee will be responsible to pay the employee's share of the health insurance costs during the leave. If the employee does not return from the leave, the employee is responsible to reimburse the County for the total insurance premium paid by the County unless the employee does not return due to circumstances beyond the control of the employee.

**Section 32.10.** Upon receipt of a request for FMLA leave, the Director will provide the requesting employee with a written notice of the employee's rights and obligations under the leave. The Employer shall also post notice of employees' right to FMLA leave and address such leave in the Employees' Handbook.

**Section 32.11.** Eligible employees requiring FMLA leave shall normally notify the Director not less than thirty (30) days prior to the date such leave is to begin by completing a written Request For Leave of Absence. In situations where the need for such leave is not foreseeable thirty (30) days in advance, the employee shall complete a request and provide as much advance notice as possible. Leave forms shall be submitted to the employee's immediate supervisor.

Employees must provide the Director with certification of the condition justifying the leave from a health care provider in cases involving serious health conditions and attach same to the Request For Leave of Absence form.

Upon receipt of the certification, the Director may, at the County's expense, require the employee to obtain a second opinion from a health care provider selected by the Director. The Director will not seek additional information from the initially certifying practitioner.

If the second opinion differs from the first, the Director may, at the County's expense, require the employee to submit to a third examination by a health care provider jointly selected by the Director and the employee. This third opinion shall be final and binding.

**Section 32.12.** A leave of absence without pay may be granted to an employee in accordance with Article 31 herein, when a disability or serious health condition continues beyond available sick leave and FMLA leave.

**Section 32.13.** This Article is intended to comply with the Family and Medical Leave Act of 1993 and the Employer may promulgate policies in furtherance of the FMLA that do not conflict with this Agreement or the FMLA.

### **ARTICLE 33** **GROUP INSURANCE**

**Section 33.1.** The Employer shall, for the term of this Agreement, make available to each full-time employee in active pay status a group medical insurance plan. The group medical insurance plan provided to the bargaining unit employees will be the same County-wide plan offered by the Board of Commissioners to its classified non-bargaining unit employees.

**Section 33.2.** All insurance requirements (e.g., fees, contributions, co-payments, etc.) specified for such non-bargaining unit Darke County employees shall also be applicable to bargaining unit employees. If such non-bargaining unit Darke County employees are required to pay a portion of insurance premiums, the same premium contribution levels shall also apply to bargaining unit employees.

**ARTICLE 34**  
**TRAVEL EXPENSE REIMBURSEMENT**

**Section 34.1.**

- Mileage:** Any employee who uses his privately-owned automobile on approved County business shall be reimbursed at the County mileage rate.
- Parking:** Charges for parking are reimbursable when an employee is entitled to claim reimbursement for mileage. A receipt is necessary for reimbursement of cost.
- Lodging:** Reimbursement for lodging shall be made at the one bed, single person rate at a hotel or motel reasonably close to the place where business will be transacted. To receive reimbursement for business related phone calls listed in the lodging bill, the nature, i.e., business or person and destination must be noted.
- Meals:** The cost of meals while an employee is at an approved workshop, seminar, district or state meeting shall be reimbursed at reasonable rates, as set by the Darke County Commissioners. Employees engaged in other work-related travel to a non-contiguous county may be reimbursed for reasonable lunch and/or dinner expenses up to a maximum of ten dollars (\$10.00) per day for lunch and twenty dollars (\$20.00) per day for dinner.
- General:** All expenses for which reimbursement is requested shall be accompanied by receipts for such expenditures, i.e., parking, tolls, fees, etc. All expenses shall be filed on the travel expense report. All of the above expenses must be prior approved by the Director.

**ARTICLE 35**  
**NO STRIKE/NO LOCKOUT**

**Section 35.1.** Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Darke County.

The Union agrees, within two weeks after the date of the signing of this Agreement, it shall serve upon the Employer a written notice, which will list the Union's authorized representatives who shall be contacted in the event of a violation of this Article.

The Union agrees that neither it, its officers, agents, representatives, nor members will authorize, instigate, cause, aid, condone, or participate in any strike, sympathy strike, work slowdown, walkout, work stoppage, or any other interruption of operations or services of the Employer by bargaining unit employees during the life of this Agreement.

**Section 35.2.** Any officer or representative of the Union, upon notice from the Employer of a violation of this Article, shall take whatever affirmative steps reasonably within their ability to end such job action, and will not, in any fashion or manner, encourage, ratify, condone, suggest, or participate in any such job action.

**Section 35.3.** In all cases of strike, sympathy strike, slowdown, walkout, or any authorized cessation of work in violation of this Agreement, the Union shall be liable for damages resulting from such unauthorized acts of its members. The Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above.

**Section 35.4.** Nothing in this Article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

**Section 35.5.** The Employer shall not lockout employees during the term of this Agreement.

### **ARTICLE 36** **WAIVER IN CASE OF EMERGENCY**

**Section 36.1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Darke County Board of Commissioners, the Darke County Sheriff, or the Federal or State Legislature, the Director of Homeland Security, the Federal Emergency Management Agency (FEMA), or the local Emergency Management Agency, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

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

**Section 36.2.** Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

**Section 36.3.** Upon the termination of the emergency, all agreements relating to the assignment of employees shall be reinstated.

### **ARTICLE 37** **SEVERABILITY/SAVINGS CLAUSE**

**Section 37.1.** This Agreement supersedes and replaces all statutes, rules, and regulations which it has authority to supersede and replace. Should any provision of this Agreement be found to be in violation of applicable law, it shall be of no further force and effect but the remainder of the Agreement shall remain in full force and effect.

**Section 37.2.** The parties agree to meet at a mutually agreeable place and time in an attempt to negotiate a lawful alternative provision on the same subject matter, if practicable.

**ARTICLE 38**  
**DURATION**

**Section 38.1.** This Agreement shall be effective July 1, 2015 and shall remain in full force and effect through 12:00 midnight on June 30, 2018 except for those articles or sections which specify an earlier effective date.

**Section 38.2.** If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than eighty (80) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. The parties shall commence negotiations within two (2) calendar weeks following receipt of the notice of intent, unless the time period is mutually extended by the parties.

**Section 38.3.** 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 or reserved as a management right and that the entire 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 and practices, either oral, written, implied, or assumed are hereby canceled.

**ARTICLE 39**  
**EMERGENCY CLOSINGS**

**Section 39.1.** The Director may close the Agency due to severe weather conditions or other emergency or calamity.

Certain employees may be required to work or to continue to work during such emergencies in order to meet the basic operational needs of the agency while other employees may be instructed to not report for work or to discontinue work.

Employees ordered to not report for work or ordered to discontinue work shall be compensated for days declared as calamity days.

**Section 39.2.** If a weather emergency is declared by the Governor or by the Board, the County Sheriff may issue the following levels for winter emergencies:

**Level 1:** Roadway Advisory - Roadways are hazardous with blowing and drifting snow. Roads are also icy. Drive very cautiously.

**Level 2:** Roadways are hazardous with blowing and drifting snow. Only those who feel it necessary to drive should be out on the roadways. Contact your employer to see if you should report to work.

**Level 3:** All County and Township roadways are closed to non-emergency personnel. No one should be out during these conditions unless it is absolutely necessary to travel. All employees

should contact their employer to see if they should report to work. Those traveling on the roadways may subject themselves to arrest.

Under Levels 1 or 2, employees should plan to report for work. If the employee feels he/she cannot report to work due to weather conditions, the employee may use his/her vacation, compensatory time or request leave without pay. Inclement weather is not a valid use of sick leave.

Under Level 3, offices will be closed but employees will be paid, pursuant to Section 39.1.

**Section 39.3.** If a bargaining unit employee lives outside Darke County, and a Level 1, 2, or 3 roadway emergency is declared in the County where the employee lives, the employee may report to work, or may use vacation, compensatory time, or leave without pay with prior notice to the Employer.

## **ARTICLE 40** **OUTSIDE EMPLOYMENT**

**Section 40.1.** Under no circumstances shall an employee have other employment which conflicts with the policies, objectives and operations of the Employer.

**Section 40.2.** Employment "conflicts" are defined as the impairment of an employee's ability to perform the duties of his or her position with the Employer. Two common employment conflicts, which may arise, are:

- A. **Time Conflict:** when the working hours required of a "secondary job" directly conflict with the scheduled working hours of an employee's job with the Employer, or when the demands of a secondary job prohibit adequate rest, thereby adversely affecting the quality standard of the employee's job performance with the Employer.
- B. **Interest Conflict:** when the employee engages in outside employment which tends to compromise his or her judgment, actions and/or job performance with the Employer or which impairs the Employer's reputation in the community.

**Section 40.3.** Full-time employment with the Darke County Department of Jobs and Family Services shall be considered the employee's primary occupation, taking precedence over all other occupations. For any day during which an employee receives pay for personal use of sick leave or funeral leave from the County, the employee shall not be permitted to engage in any outside employment without the specific authorization of the Director or designee. "Day" for purposes of this section shall be the twenty-four (24) hour period following the employee's regular starting time, or following when the employee left work sick.

**Section 40.4.** Should it become apparent that an employee's outside employment is adversely affecting the employee's job performance, including attendance, the Director may require that the employee refrain from such activity. Any conflict, policy infraction or other specific offense which is the direct result of an employee's participation in outside employment shall subject the employee to discipline in accordance with this Agreement.

**Section 40.5.** The Director may request an opinion from the Darke County Prosecuting Attorney on any specific question concerning conflict of interest.

**ARTICLE 41**  
**ALCOHOL/DRUG STANDARDS**

**Section 41.1.** Drug/alcohol testing may be conducted on employees at time of pre-employment, post accident, follow-up (pursuant to this Article), return-to-duty (pursuant to this Article), or upon reasonable suspicion, and/or in conjunction with a random testing program. Reasonable suspicion that an employee used or is using a controlled substance or alcohol may be based upon, but not limited to:

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

**Section 41.2.** Random testing procedures will be in conjunction with Appendix C.

**Section 41.3.** Drug and Alcohol testing shall be conducted solely for administrative purposes and the results shall not be used in criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party for the use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results. Refusal to submit to the testing provided for under this Agreement may be grounds for discipline, up to and including termination.

**Section 41.4. Alcohol Testing Procedures:** Alcohol testing shall be done in accordance with the Department of Transportation (DOT) regulations for employee testing or in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this Article. A positive result for the purpose of this article, shall be defined as .04 or above.

**Section 41.5. Drug Testing Procedure:** All drug tests shall be conducted by laboratories certified by the Department of Health and Human Services (DHHS). The drug screen will be used to detect the illegal use of a controlled substance, which includes the illegal use of or abuse of legal and illegal substances. The results of a screening test shall not be considered positive until it has been confirmed by a gas chromatography/mass spectrometry (GC/MS) full scan test. The procedures utilized by the Employer and testing laboratory shall include an evidentiary

chain of custody control. The split sample method of collection shall be used following prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this Article.

**Section 41.6.** The results of the drug test shall be delivered to the Director and the employee tested. Prior to reporting a positive result on a confirmatory drug test, the Medical Review Officer (MRO) shall review the documentation to ensure that the test results were obtained using the approved protocol methods.

**Section 41.7. Split Sample Testing:**

- A. If a drug confirmation test is positive, the employee may, upon written request and at the employee's expense, have the split sample tested by a DHHS-certified laboratory. This request shall be presented to the MRO within seventy-two (72) hours of being notified of a positive result.
- B. In the event the split sample test confirms the results of the primary test, the Employer may proceed with the sanctions as set forth in this Article.
- C. In the event that the split sample test contradicts the result of the primary test, the split sample result is determined to be the final result. The results of this test, if positive, shall allow the Employer to proceed with sanctions as set forth in this Article. If the results are negative, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

**Section 41.8.** Test results shall not be released unless the employee has provided a signed release for disclosure of the results. A representative for the Union shall have a right of access to the results upon request to the Employer, with the employee's written consent.

**Section 41.9.** If the alcohol or drug test is positive, and if this is a first violation of this Article or a self-referral involving alcohol and/or misdemeanor drug related activity, the Employer may offer the employee the opportunity to participate in a rehabilitation or detoxification program, as determined by appropriate medical personnel, which is covered by the employee's health insurance program. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick leave, vacation leave, compensatory time, and/or personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, such employee shall be placed on a leave of absence without pay for the period of the rehabilitation or detoxification program. Upon successful completion of such program and a negative result on a return-to-duty test, the employee shall be returned to the same position, provided he or she is qualified, subject to any follow-up testing and any terms of a Last Chance Agreement. Such employee may be subject to two (2) randomly scheduled follow-up tests within the one (1) year period following rehabilitation, unless additional tests are prescribed by her substance abuse professional. If the employee refuses to undergo rehabilitation, or if she fails to complete a program of rehabilitation, or if she tests positive on the return-to-duty or any of the follow-up tests, such employee shall be subject to disciplinary action including termination. Employees who violate the terms of this Article a second time, or whose violations involve evidence of a felony drug related activity, shall not be offered a change to participate in a

rehabilitation or detoxification program and will be subject to discipline immediately, up to and including termination.

**Section 41.10.** Cost of all alcohol/drug screening tests and confirmatory tests shall be borne by the Employer, except that positive return-to-duty tests, follow-up tests, and any test initiated at the request of the employee shall be at the employee's expense.

**Section 41.11.** For the purpose of implementing the provisions of this Article, each bargaining unit member shall execute medical releases in order for the Employer to obtain the results of the physical examinations and alcohol/drug tests provided for in this Article. Except as otherwise provided by state and/or federal law with regard to communicable diseases, or with permission of the employee, the releases referred to in this Section shall authorize only the release of examination results and progress reports pertaining to the drug screening test results. No other medical findings may be released without the express written authorization of the employee.

**APPENDIX A  
BARGAINING UNIT CLASSIFICATIONS  
AND PAY RANGES**

	<u>PAY RANGE</u>
Account Clerk 1	04
Account Clerk 2	05
Eligibility Referral Specialist 2	06
Eligibility Referral Specialist 1	05
Case Manager	06
Clerical Specialist 3	04
Clerical Specialist 4	05
Unit Support Worker 2	02
Social Services Worker 2	06

**APPENDIX B**  
**EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING JULY 1, 2015 (1.50%)**

Pay Range	Rate Type	Minimum Rate
02	Hourly	\$11.15
	Biweekly	\$892.39
	Annual	\$23,202.09
04	Hourly	\$11.32
	Biweekly	\$905.38
	Annual	\$23,539.88
05	Hourly	\$12.50
	Biweekly	\$1,000.38
	Annual	\$26,009.98
06	Hourly	\$14.09
	Biweekly	\$1,127.06
	Annual	\$29,303.46
6A (BA)*	Hourly	\$14.40
	Biweekly	\$1,152.23
	Annual	\$29,957.93
6B (MA)**	Hourly	\$14.70
	Biweekly	\$1,175.78
	Annual	\$30,570.18

An employee who demotes, whether voluntarily or not, goes to a rate of 4% lower in the applicable pay range for the new position as the employee was in previously for the position from which demoted.

\*An employee whose job classification places them in pay grade 06 will advance to pay grade 6A upon presentation of documentation demonstrating the employee has a Bachelor's Degree in Social Work, Psychology, Sociology, or related field.

\*\*An employee whose job classification places them in pay grade 06 will advance to pay grade 6B upon presentation of documentation demonstrating the employee has a Master's Degree in Social Work, Psychology, Sociology, or related field.

**EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING JULY 1, 2016 (1.50%)**

<b>Pay Range</b>	<b>Rate Type</b>	<b>Minimum Rate</b>
02	Hourly	\$11.32
	Biweekly	\$905.77
	Annual	\$23,550.12
04	Hourly	\$11.49
	Biweekly	\$918.96
	Annual	\$23,892.98
05	Hourly	\$12.69
	Biweekly	\$1,015.39
	Annual	\$26,400.13
06	Hourly	\$14.30
	Biweekly	\$1,143.96
	Annual	\$29,743.01
6A (BA)*	Hourly	\$14.62
	Biweekly	\$1,169.51
	Annual	\$30,407.30
6B (MA)**	Hourly	\$14.92
	Biweekly	\$1,193.41
	Annual	\$31,028.73

An employee who demotes, whether voluntarily or not, goes to a rate of 4% lower in the applicable pay range for the new position as the employee was in previously for the position from which demoted.

\*An employee whose job classification places them in pay grade 06 will advance to pay grade 6A upon presentation of documentation demonstrating the employee has a Bachelor's Degree in Social Work, Psychology, Sociology, or related field.

\*\*An employee whose job classification places them in pay grade 06 will advance to pay grade 6B upon presentation of documentation demonstrating the employee has a Master's Degree in Social Work, Psychology, Sociology, or related field.

**EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING JULY 1, 2017 (1.50%)**

<b>Pay Range</b>	<b>Rate Type</b>	<b>Minimum Rate</b>
02	Hourly	\$11.49
	Biweekly	\$919.36
	Annual	\$23,903.37
04	Hourly	\$11.66
	Biweekly	\$932.75
	Annual	\$24,251.37
05	Hourly	\$12.88
	Biweekly	\$1,030.62
	Annual	\$26,796.13
06	Hourly	\$14.51
	Biweekly	\$1,161.12
	Annual	\$30,189.16
6A (BA)*	Hourly	\$14.84
	Biweekly	\$1,187.05
	Annual	\$30,863.41
6B (MA)**	Hourly	\$15.14
	Biweekly	\$1,211.31
	Annual	\$31,494.16

An employee who demotes, whether voluntarily or not, goes to a rate of 4% lower in the applicable pay range for the new position as the employee was in previously for the position from which demoted.

\*An employee whose job classification places them in pay grade 06 will advance to pay grade 6A upon presentation of documentation demonstrating the employee has a Bachelor's Degree in Social Work, Psychology, Sociology, or related field.

\*\*An employee whose job classification places them in pay grade 06 will advance to pay grade 6B upon presentation of documentation demonstrating the employee has a Master's Degree in Social Work, Psychology, Sociology, or related field.

**APPENDIX C  
RANDOM TESTING**

A. Maximum Requirement

Annually, the Employer may conduct up to three (3) random drug tests. Testing will be unannounced.

B. Test Rate for Controlled Substances

The testing percentage for controlled substances may be up to 50 percent of the total number of bargaining unit and non-bargaining unit employees of the Darke County DJFS.

C. Method of Selection

The selection of bargaining unit members shall be based on a scientifically valid method, such as a random number table of a computer based random number generator that is matched with social security numbers. All bargaining unit members shall have an equal chance of being tested each time selections are made.

D. Notification of Selection

The Employer shall contract with an outside facility capable of providing random selection services. The facility making the random selection should notify the Employer representative three (3) to five (5) days in advance of the scheduled test date of the employees selected. The Employer representative should prepare the notices, notify the department representative or the division head of the selections and request that the department representative or division head pick-up the notices. The department representatives or division head should notify the supervisors and/or the employees at the time they are required to report for testing. All representatives and the department head shall keep the identity of the employees selected confidential.

E. Report Immediately

The Employer shall ensure that when an employee is selected for random drug testing, the employee reports to the test site immediately.

F. Absent Employee

In the event an employee who is selected for a random controlled substance test is on vacation, or an extended medical absence, the Employer may either select another employee for testing or keep the original selection confidential until the employee returns.

G. Notification of Positive Results

The Employer is required to notify the employee if the controlled substance test results were positive and which substances actually tested positive. Employees shall be notified of negative results upon request if such results can be made available to the Employer.

#### H. Consortia

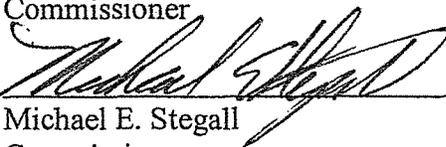
If the Employer conducts random controlled substance testing through a consortium, the number of employees to be tested may be calculated for each individual Employer or may be based on the total number of subject employees covered by the consortium.

SIGNATURE PAGE

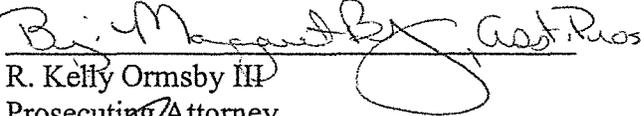
IN WITNESS WHEREOF the parties have placed their signatures this 22<sup>nd</sup> day of July, 2015, in acceptance of the terms and conditions herein.

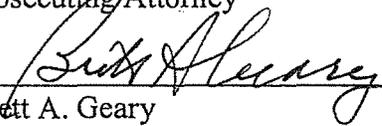
FOR DARKE COUNTY BOARD  
OF COMMISSIONERS AND  
DEPARTMENT OF JOB AND  
FAMILY SERVICES:

  
\_\_\_\_\_  
Michael W. Rhoades  
Commissioner

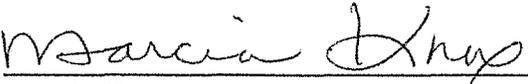
  
\_\_\_\_\_  
Michael E. Stegall  
Commissioner

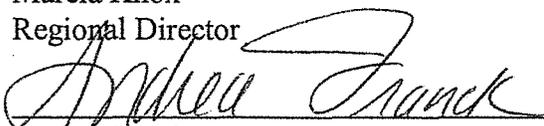
\_\_\_\_\_  
Diane L. Delaplane  
Commissioner  
  
\_\_\_\_\_  
Gracie Overholser  
Director

  
\_\_\_\_\_  
R. Kelly Ormsby III  
Prosecuting Attorney

  
\_\_\_\_\_  
Brett A. Geary  
Management Consultant

FOR OHIO COUNCIL 8, LOCAL 3225,  
AMERICAN FEDERATION OF STATE,  
COUNTY, AND MUNICIPAL  
EMPLOYEES:

  
\_\_\_\_\_  
Marcia Knox  
Regional Director

  
\_\_\_\_\_  
Andrea Frank  
Local Union President

\_\_\_\_\_  
Kaley Wagner  
Member, Bargaining Committee  
  
\_\_\_\_\_  
Deb Monnier  
Member, Bargaining Committee