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**AGREEMENT BETWEEN  
THE HOLMES COUNTY  
DEPARTMENT OF JOB & FAMILY SERVICES**

**and**

**OHIO COUNCIL 8**

**and**

**LOCAL 2336  
AFSCME, (AFL-CIO)**

**Effective September 1, 2015**

**Expires August 31, 2018**

<b>ARTICLE 1</b>	
<b>PREAMBLE/PURPOSE .....</b>	<b>4</b>
<b>ARTICLE 2</b>	
<b>UNION RECOGNITION.....</b>	<b>4</b>
<b>ARTICLE 3</b>	
<b>NEW JOB CLASSIFICATIONS.....</b>	<b>5</b>
<b>ARTICLE 4</b>	
<b>MANAGEMENT RIGHTS .....</b>	<b>5</b>
<b>ARTICLE 5</b>	
<b>NON-DISCRIMINATION .....</b>	<b>6</b>
<b>ARTICLE 6</b>	
<b>RULES AND REGULATIONS.....</b>	<b>6</b>
<b>ARTICLE 7</b>	
<b>CORRECTIVE ACTION .....</b>	<b>7</b>
<b>ARTICLE 8</b>	
<b>GRIEVANCE PROCEDURE.....</b>	<b>7</b>
<b>ARTICLE 9</b>	
<b>NO STRIKE/NO LOCKOUT.....</b>	<b>11</b>
<b>ARTICLE 10</b>	
<b>SENIORITY.....</b>	<b>12</b>
<b>ARTICLE 11</b>	
<b>HOURS OF WORK/OVERTIME .....</b>	<b>13</b>
<b>ARTICLE 12</b>	
<b>VACANCY AND PROMOTIONS.....</b>	<b>13</b>
<b>ARTICLE 13</b>	
<b>LAYOFF AND RECALL.....</b>	<b>14</b>
<b>ARTICLE 14</b>	
<b>PROBATION PERIODS .....</b>	<b>15</b>
<b>ARTICLE 15</b>	
<b>CHECKOFF.....</b>	<b>17</b>
<b>ARTICLE 16</b>	
<b>BULLETIN BOARDS.....</b>	<b>18</b>
<b>ARTICLE 17</b>	
<b>UNION REPRESENTATION .....</b>	<b>18</b>
<b>ARTICLE 18</b>	
<b>LABOR/MANAGEMENT MEETINGS.....</b>	<b>19</b>

<b>ARTICLE 19</b>	
<b>HOLIDAYS</b> .....	<b>20</b>
<b>ARTICLE 20</b>	
<b>SICK LEAVE</b> .....	<b>21</b>
<b>ARTICLE 21</b>	
<b>VACATION</b> .....	<b>24</b>
<b>ARTICLE 22</b>	
<b>LEAVES OF ABSENCES</b> .....	<b>25</b>
<b>ARTICLE 23</b>	
<b>HOSPITALIZATION</b> .....	<b>28</b>
<b>ARTICLE 24</b>	
<b>AFSCME CARE PLAN</b> .....	<b>29</b>
<b>ARTICLE 25</b>	
<b>REPORT-IN-PAY</b> .....	<b>29</b>
<b>ARTICLE 26</b>	
<b>SALARY REDUCTION</b> .....	<b>29</b>
<b>ARTICLE 27</b>	
<b>TRAVEL RELATED EXPENSE REIMBURSEMENT</b> .....	<b>30</b>
<b>ARTICLE 28</b>	
<b>WAGES</b> .....	<b>31</b>
<b>ARTICLE 29</b>	
<b>EDUCATION REIMBURSEMENT &amp; INCENTIVE</b> .....	<b>35</b>
<b>ARTICLE 30</b>	
<b>WAIVER IN CASE OF EMERGENCY</b> .....	<b>36</b>
<b>ARTICLE 31</b>	
<b>SEVERABILITY/SAVINGS/SUCCESSOR</b> .....	<b>37</b>
<b>ARTICLE 32</b>	
<b>APPLICATION OF THE OHIO CIVIL SERVICE LAW</b> .....	<b>38</b>
<b>ARTICLE 33</b>	
<b>DURATION OF AGREEMENT</b> .....	<b>38</b>
<b>SIGNATURES</b> .....	<b>38</b>
<b>APPENDIX "A"</b>	
<b>WAGE SCHEDULE</b> .....	<b>40</b>
<b>APPENDIX "B"</b>	
<b>DAS FORMULA FOR CALCULATION OF SERVICE CREDIT FOR OTHER THAN FULL-TIME</b> .....	<b>41</b>

**ARTICLE 1  
PREAMBLE/PURPOSE**

**Section 1.** This Agreement, entered into by the Holmes County Department of Job & Family Services, hereinafter referred to as the “Employer”, and Ohio Council 8, and Local 2336, AFSCME, AFL-CIO, hereinafter referred to as the “Union”, has as its purpose the following:

- A. To comply with the requirements of Chapter 4117 of the Ohio Revised Code;
- B. To achieve 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;
- C. To provide for the adjustment of grievances that may arise;
- D. To achieve and to maintain a stable Employer-employee relationship; and
- E. To ensure the continuation and effectiveness of public services.

**ARTICLE 2  
UNION RECOGNITION**

**Section 1.** The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit in reference to wages, hours, and terms and conditions of employment in the following units:

*Included:* All full-time and regular part-time employees of the Holmes County Department of Job & Family Services including: Mail Clerk/Messenger, Unit Support Worker 1, Unit Support Worker 2, Telephone Operator, Vehicle Operator, Custodial Worker, Clerical Specialist 1, Clerical Specialist 2, Fiscal Specialist, Eligibility/Referral Specialist 1, Eligibility/Referral Specialist 2, Investigator 1, Investigator 2, Account Clerk 1, Account Clerk 2, Quality Control Reviewer, Social Services Worker 1, and Social Services Worker 2.

**Section 2.** The following positions and classifications are excluded from the bargaining unit:

*Excluded:* All management level, confidential, and supervisory employees as defined in Chapter 4117 of the Ohio Revised Code and all seasonal and casual employees as determined by the State Employment Relations Board.

**ARTICLE 3  
NEW JOB CLASSIFICATIONS**

In the event the Employer, subsequent to the date of execution of this Agreement, creates any new job classifications or job titles within the Holmes County Department of Job & Family Services, or regarding job classifications or job titles that have been created or reestablished by the Employer subsequent to the date of certification of the Union as the exclusive bargaining representative for the original unit on June 27, 1985, the Employer, upon request from the Union, will meet promptly with the Union for purposes of discussing whether or not such job classification(s) or job title(s) shall be included in or excluded from the bargaining unit. In the event the parties are unable to agree, the question of including or excluding the new position or positions shall be submitted jointly by the parties to the State Employment Relations Board (SERB), whose determination will be final and binding upon the parties.

**ARTICLE 4  
MANAGEMENT RIGHTS**

**Section 1.** Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Holmes County Department of Job & Family Services, in addition to all other functions and responsibilities required by law. Specifically, the Employer's exclusive management rights include, but are not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall, and to reprimand, suspend, discharge, or discipline for just cause to maintain order among employees;
- B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- D. To determine the Employer's goals, objectives, programs, and services, and to utilize both internal and external personnel in a manner designed to effectively meet these purposes;
- E. To determine the size, composition and duties of the workforce; to determine the number of shifts required; to establish work schedules; to establish hours of work; to establish, modify, consolidate or abolish Jobs (or classifications); and to determine staffing patterns, including but not limited to the assignment of employees, duties to be performed, qualifications required and areas worked;
- F. To relieve employees from duty due to lack of work, lack of funds, or for other legitimate reasons that improve the economy or efficiency of the Employer;

- G. To determine when a job vacancy exists, and the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the overall budget;
- K. To maintain and improve the efficiency and effectiveness of the Employer's operation;  
and
- L. To determine and implement necessary actions in emergency situations.

**Section 2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

## **ARTICLE 5 NON-DISCRIMINATION**

**Section 1.** Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of any classification prohibited by state or federal law.

**Section 2.** For any allegation of discrimination or harassment that qualifies for filing a charge under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter shall not be appealable through the grievance procedure contained in this Agreement. The Employer, the employees and their representatives, however, may meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

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

**Section 4.** Neither the Employer nor the Union shall discriminate against, interfere, restrain, or coerce any employee because of membership or non-membership in the Union; nor interfere in any way with the right of an employee exercising the right to abstain from membership or involvement in lawful union activities.

## **ARTICLE 6 RULES AND REGULATIONS**

**Section 1.** The Union recognizes that the Employer, in order to carry out its statutory mandates and goals has the right to promulgate work rules, regulations, policies and procedures, consistent with the Employer's statutory authority to regulate the personal conduct of the employees, and the conduct of the Employer's services and programs.

**Section 2.** The Employer recognizes that no work rules, regulations, policies or procedures shall be established that are in violation of any express terms of this Agreement. Work rules, policies, and directives shall be interpreted reasonably and applied uniformly to all employees under similar circumstances. Whenever practical, work rules shall be posted for five (5) work days prior to becoming effective.

## **ARTICLE 7 CORRECTIVE ACTION**

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

**Section 2.** Disciplinary action may include: (a) verbal warning, also known as “instruction and cautioning”; (b) written reprimand; (c) suspension without pay; (d) reduction; or (e) discharge from employment.

**Section 3.** Discipline will normally be applied in a progressive and uniform manner. Discipline will take into account the nature of the violation, the employee’s record of discipline, and the employee’s record of conduct and may be advanced on the initial infraction.

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

Instruction & Cautioning	6 months
Written Reprimand	18 months
Suspension of any duration	24 months

**Section 5.** Suspensions, reductions or discharges may be appealed in an expedited fashion by filing a grievance at Step 2 of the grievance procedure within three (3) working days of receipt of the order of discipline.

**Section 6.** The Employer agrees that all disciplinary procedures shall be carried out in a private and businesslike manner. The Employer may place an employee on administrative leave with pay while investigating a disciplinary matter.

## **ARTICLE 8 GRIEVANCE PROCEDURE**

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

**Section 2.** The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to effectuate changes in the Articles of this Agreement or those matters not covered by this Agreement.

**Section 3.** A grievance under this procedure may be brought by any member of the bargaining unit. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting each member, one member selected by such group will process the grievance.

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

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

**Section 5.** The written grievance shall be submitted on the grievance form and shall contain the following information.

- A. Aggrieved employee’s name;
- B. Aggrieved employee’s classification;
- C. Name of employee’s immediate manager;
- D. Date and time of incident giving rise to grievance;
- E. Date and time grievance was first discussed;
- F. Date grievance was filed in writing at Step 1;
- G. A statement as to the specific Articles and Sections of the Agreement violated;
- H. A brief statement of the facts involved in the grievance; and
- I. The remedy requested to resolve the grievance.

**Section 6.** The time limitations provided for in this Article may be extended by written mutual agreement between the Employer and the Union; working days, as used in this Article, shall not include Saturdays, Sundays or holidays.

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

**INFORMAL STEP:**

An employee having a grievance will first bring that complaint verbally, within five (5) working days of the incident giving rise to the grievance, to the attention of the employee's manager. The manager shall discuss the grievance with the employee and within twenty-four (24) hours of their discussion respond to the employee with an answer.

If the employee is not satisfied with the response given by the manager, the employee shall within four (4) working days reduce the grievance to writing on the grievance form and submit at Step 1.

**STEP 1 - MANAGER:**

The Manager shall hold a formal meeting between himself, the Union and the employee filing the grievance. Whenever practical, the meeting shall take place within two days of the manager receiving the grievance. Prior to this meeting taking place, the Manager shall make a complete and thorough investigation of all allegations contained in the grievance. The Manager shall provide the employee with his/her written response to the grievance within three (3) days after the meeting. If the employee is not satisfied with the written response from the Manager, the employee may within four (4) working days pursue the grievance at Step 2 of the procedure.

**STEP 2 - DIRECTOR:**

The Director or his/her designated representative shall hold a formal meeting with the employee filing the grievance and the Union. Whenever practical, the meeting shall take place within five (5) days of the Director or designated representative receiving the grievance. Prior to this meeting's taking place, the Director or his/her representative shall make a complete and thorough investigation of all the allegations contained in the grievance. Within five (5) days after the meeting, the Director or his/her representative shall provide the employee and the Union with his written response to the grievance.

**STEP 3 - MEDIATION:**

If the employee is not satisfied with the written response of the Director or his/her designated representative, the parties may, by mutual agreement, agree to attempt resolution of the grievance through mediation. If the parties mutually agree to mediate the grievance, the parties will then mutually agree upon a named mediator from the Federal Mediation and Conciliation Service (FMCS). The current FMCS rules regarding mediation shall be applied unless the parties mutually agree to apply a variation of those guidelines.

The mediation process shall not exceed thirty (30) days unless the parties otherwise agree to extend the time period. The party requesting mediation shall pay all costs associated with the mediator and the mediation process. All grievances arising from disciplinary actions consisting of a suspension of three (3) days or less and less severe disciplinary action shall be exempt from the mediation process.

Any discussions or offers of settlement occurring during the mediation process shall not be raised in arbitration if the grievance continues to STEP 4 - ARBITRATION.

#### STEP 4 - ARBITRATION:

If the grievance is not satisfactorily settled in Step 2 or Step 3 if the parties have mutually agreed to mediate the grievance, the Union may submit the grievance to Final and Binding arbitration. The Union shall do so by submitting notice to the Employer within ten (10) days of the receipt of the answer at Step 2, or within ten (10) days of the final meeting date with the mediator in Step 3, and by submitting a request for a list of seven (7) arbitrators, with a copy of such request delivered to the Employer within forty-five (45) days of the date of the answer at Step 2, or final meeting date with the mediator in Step 3. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

Upon receipt of the list of seven (7) arbitrators, the parties shall meet or confer by telephone to select an arbitrator within ten (10) working days from the date the list is received. Prior to striking, either party shall have the option to reject the list of names provided by the FMCS and request another list. Each party may make only one (1) rejection. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the FMCS. The Union shall be the first to strike a name from the list, then the Employer shall strike a name and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. The fees, if any, for obtaining lists shall be shared by the parties. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The Arbitrator shall hold the arbitration promptly and issue his/her decision within a reasonable time thereafter. The Arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this Agreement in question. The Arbitrator's decision shall be consistent with applicable law. The Arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement; nor add to, subtract from or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him/her or to submit observations or declarations of opinion that are not directly essential in reaching a decision on the issues in question.

The Arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous Agreement, grievance or practices. The Arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In the event of a monetary award, the Arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitrator hearing the grievance on the grounds that the matter is non-arbitrable or beyond the arbitrator's jurisdiction. 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, on the same day.

The decision of the Arbitrator shall be final and binding upon the Union, the employee and the Employer. All costs directly related to the services of the Arbitrator shall be paid by the losing party.

Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of court reporters shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

Any employee may have one (1) employee Union representative accompany him/her in Step 1 through Step 4 of the procedure, in addition to any non-employee Union officials. Employee representatives and grievants will lose no straight time pay as a result of meetings with the Employer or Arbitrator at any step of the grievance procedure.

Where an employee does not elect to be represented by the Union at any step of the grievance procedure excluding Step 4, the Union shall have the right to be present at any grievance meeting without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this Agreement.

## **ARTICLE 9 NO STRIKE/NO LOCKOUT**

**Section 1.** The Employer and the Union realize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Employer and make commitments for the Union.

- B. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage or any other interruption of operations or services of the Holmes County Department of Job & Family Services by its members. When the Employer notifies the Union that any of its members are engaged in any such strike activity as outlined above, the Union shall immediately conspicuously post notices over the signature of an authorized representative of the Union to the effect that a violation is in progress, and such notice shall instruct all employees to immediately return to work. Should the Union fail to post such a notice, the Union shall be liable for damages resulting from such unauthorized acts of its members.
- C. It is specifically understood and agreed that the Employer during the first twenty-four (24) hour period of such unauthorized work stoppage shall have the whole and complete rights of discipline, short of discharge, and such Union members shall not be entitled to or have any appeal or recourse through any other provisions of this Agreement.

**Section 2.** The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit members unless those members shall have violated Section 1 (B) of this Article.

## **ARTICLE 10 SENIORITY**

**Section 1.** "Seniority" shall be computed on the basis of uninterrupted length of continuous service with the employer. Once continuous service is broken, the employee loses all previously accumulated seniority.

**Section 2.** Employees shall lose all seniority rights upon any of the following:

- A. Discharge for just cause;
- B. Layoff in excess of twelve (12) months;
- C. Failure to return to work within three (3) days of recall from layoff, unless the failure to return within such three (3) days is not within the control of the employee, or within such three (3) days the employer agrees to an alternate date for the employee to return to work, or failure to return to work upon expiration of a leave of absence;
- D. Absence of three (3) or more consecutive work days without calling in;
- E. Absence of three or more consecutive work days without reasonable excuse;
- F. Absence from employment for a period of two (2) or more years for any cause, except military leave of absence.

**Section 3.** Employees shall continue to accrue seniority during the following:

- A. Absence while on approved paid or unpaid leave not exceeding two (2) years;
- B. Military leave of absence;
- C. Layoff not to exceed twelve (12) months.

**Section 4.** The Employer shall update agency seniority lists whenever new hirings or changes occur requiring such updates, and provide a copy to the Union.

**ARTICLE 11  
HOURS OF WORK/OVERTIME  
ARTICLE 11**

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**ARTICLE 11  
HOURS OF WORK/OVERTIME**

**Section 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 work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions, provided such part-time positions do not displace full-time employees. 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 2.** The standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours, inclusive of a daily thirty (30) minute lunch break, which shall be considered paid provided the employee works at least 4 hours that day, not including the lunch break, and a minimum of 30 minutes before and 30 minutes after the lunch break. Lunch break must be taken after 9:59 a.m.

The work week shall be computed between 12:01 a.m. on Thursday and 12:00 o'clock midnight the following Wednesday.

**Section 3.** An employee shall be paid overtime at the rate of one and one-half (1 ½) times his/her regular rate of pay for hours worked in excess of forty (40) in a work week, as defined in Section 2 above. For purposes of computing overtime, "hours worked" shall include hours that the employee is actually in work status and is eligible to receive pay, but does not include holiday time, paid lunch break or time an employee is on Vacation Leave or Sick Leave. There shall be no pyramiding of overtime.

**ARTICLE 12  
VACANCY AND PROMOTIONS**

**Section 1.** The parties agree that all appointments to positions covered by this Agreement, other than original appointments, shall be filled in accordance with this Article.

**Section 2.** Whenever the Employer determines that a permanent vacancy exists, and the Employer decides to fill the vacancy, a notice of such vacancy shall be posted on the employees' bulletin board for five (5) days. During the posting period, any current HCDJFS employee wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date or those that do not meet the minimum qualifications for the job.

**Section 3.** Nothing in this Article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis.

**Section 4.** Once notice of a vacant position is posted on the employees' bulletin board, the Employer may also publicly advertise the vacancy in any manner the Employer deems appropriate and accept and consider applications from any other applicant from outside the bargaining unit.

**Section 5.** All timely filed applications shall be reviewed by the Employer considering, but not limited to, the following criteria: qualifications, education, experience, previous job performance, disciplinary record, contents of application and seniority. If no employee bids or meets the minimum qualifications as listed on the posting or the Employer determines it can hire a more qualified applicant from outside, the Employer may hire from among outside applicants.

**Section 6.** Once the selection has been made the Employer will notify all applicants from within the bargaining unit of the selection.

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

**Section 1.** When the Employer determines that a long-term layoff or job abolishment is necessary, the Employer shall notify the affected employees at least five (5) days in advance of the effective date of the layoff or job abolishment. Employees will be notified of the Employer's decision to implement any short-term layoff, lasting seventy-two (72) hours or less, as soon as possible. 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 2.** The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their ability to perform the remaining work available without further training. When two 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 3.** An employee who is laid off shall notify the Employer of her/his intent to "bump" within five (5) work days of receipt of the layoff notice. Any employees not submitting such request within five (5) work days shall be considered to have accepted the layoff.

**Section 4.** An employee who wishes to “bump”, must “bump” an employee with less seniority in the following order:

- A. To a lower classification in the classification series (per ODAS) from which the employee was laid off. The employee “bumping” must have the experience, skill, ability and qualifications to do the work in the position they are “bumping” into without further training.
- B. To any lower classification in which the employee completed probation and held within the past year. The employee “bumping” must have the experience, skill, ability, and qualifications to do the work in the position they are “bumping” into without further training.

**Section 5.** Employees who are laid off shall be placed on a recall list for a period of one (1) year. 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. Employees may be recalled to any position for which they were qualified to “bump” into under Section 4, above.

**Section 6.** Notice of recall from a long-term layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

**Section 7.** In the case of a long-term layoff, the recalled employee shall have five (5) calendar days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

## **ARTICLE 14 PROBATION PERIODS**

**Section 1.** Every newly hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of no less than three hundred and sixty-five (365) calendar days for employees in pay ranges 10, 12, and 14, or one hundred and eighty (180) calendar days for all other employees in the bargaining unit. If an employee is granted a leave of absence (either paid or unpaid) during his/her probationary period, the time on leave will not be counted toward satisfying the probation requirement, and the probationary period will be extended by the length of the leave.

A newly hired probationary employee may be terminated any time during his/her probationary period and shall have no recourse through the grievance procedure.

Pursuant to Ohio Revised Code Section 5153.112, any PCSA caseworker hired on or after October 5, 2000 must have or obtain a job-related bachelor's degree no later than five (5) years after the date employment with Holmes County DJFS commences. Failure to fulfill this requirement will result in termination of employment.

**Section 2.** A newly promoted employee will be required to successfully complete a probationary period in his/her newly appointed position. The probationary period for a newly promoted employee shall begin on the effective date of the promotion and shall continue for a period of no less than one hundred eighty (180) calendar days for employees promoted either within or outside of their classification series. If an employee is granted a leave of absence (either paid or unpaid) during his/her probationary period, the time of such leave will not be counted toward satisfying the probation requirement, and the probationary period will be extended by the length of the leave. A newly promoted employee who evidences unsatisfactory performance may be returned to his/her former position any time during his probationary period.

**Section 3.** Part-time employees in pay ranges 2, 4, 6 or 8 who work a portion of each normal working day shall have their probationary period determined by the number of calendar days following appointment in the same manner as full time employees. Employees who work an irregular schedule or who work less than the normal number of working days per week shall have their probationary period determined on the basis of the number of calendar days actually worked comparable to a full time employee.

**Section 4.** Employees serving a three hundred and sixty-five (365) day probation shall be evaluated at least twice, once about half way through the probationary period and once near the end of the probationary period.

**Section 5.** Employees who apply for and receive a lateral change in their position shall be subject to a ninety (90) day probationary period. A lateral change is defined as any change in an employee's position other than a promotion. The probationary period shall begin on the effective date of the lateral change and shall continue for a period of no less than ninety (90) calendar days. Employees still in their initial probationary period who apply for and receive a lateral change in position shall continue to be subject to the terms of their initial probationary period as set forth above, and the ninety (90) day probationary period described in this section shall run concurrently with the employee's initial probationary period. If there are fewer than ninety (90) days remaining on the employee's initial probationary period at the time the employee begins serving in the new position, this section shall continue to apply until the employee has served ninety (90) days in the new position. Employees who work an irregular schedule or who work less than the normal number of working days per week shall have their probationary period determined by the number of calendar days actually worked comparable to a full time employee.

Employees who apply for and receive a lateral change in their position shall be eligible to return to the position held prior to the lateral change for seven (7) calendar days from and including the first day in the new position. The Employer shall not be obligated to begin the recruitment process or fill the vacated position during the seven (7) day period.

## **ARTICLE 15 CHECKOFF**

**Section 1.** The Employer shall make payroll deductions of union dues, fees or assessments from the pay or wages of employees in accordance with this Article for all employees in the bargaining unit.

**Section 2.** The Employer agrees to deduct regular payroll deductions of dues, fees or assessments once each bi-weekly pay period upon the date of issuance of the payroll warrant from the pay of any employee in the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form, furnished by the Union must be presented to the Employer by the Union. Upon receipt of the authorization, the employer will deduct union dues, fees or assessments 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.

**Section 3.** 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. 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 4.** The Employer shall be relieved from making such individual deductions of dues, fees or assessments 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) revocation of dues deduction authorization.

**Section 5.** The Employer shall not be obligated to make dues deductions from any employee who, during any bi-weekly pay period involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of union dues. In the event such deductions are not made, the Employer shall make the appropriate deductions from the following pay period or periods as certified by the Union to the Employer. The Employer is not required to make any partial dues deductions.

**Section 6.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions. Corrections shall be made as soon as possible after notification in writing by the Union. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

**Section 7.** The rate at which dues, assessments and fees are to be deducted shall be certified to the payroll clerk by the Union. One (1) month advance notice must be given the payroll clerk prior to making any changes in dues deductions, fees or assessments.

**Section 8.** The County shall forward deductions by warrant to the Treasurer of Ohio Council 8, AFSCME, care of Controller, 6800 North High Street, Worthington, Ohio 43085-2512. With such warrant shall be a listing of employees for whom deductions were made. Such warrant shall be forwarded within fourteen (14) days following the date payroll warrant is issued in which deductions were made. A copy of such warrant and a list of employees shall also be forwarded to the Treasurer of Local 2336.

## **ARTICLE 16 BULLETIN BOARDS**

**Section 1.** The Employer agrees to provide space for bulletin boards in agreed upon areas of each facility for use by the Union.

**Section 2.** 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 nonpolitical standing committees and independent nonpolitical arms of the Union.

All other notices posted on the bulletin boards must receive prior approval of the Employer or his designated representative.

**Section 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 boards designated for use by the Union.

## **ARTICLE 17 UNION REPRESENTATION**

**Section 1.** The Employer agrees to admit not more than two (2) Union staff representatives to the Employer's facilities during the employer's normal office business hours, Monday through Friday. The staff representative(s) shall be admitted to the Employer's facilities and sites, for the purpose of processing grievances or attending meetings as permitted herein. In any case, upon arrival, the Union staff representative shall identify himself to the Employer or the Employer's

designated representative before entering any conference/meeting area or speaking to any bargaining unit employee.

**Section 2.** The Employer shall recognize two (2) employees to act as Union Stewards for the purpose of processing grievances in accordance with the Grievance Procedure.

**Section 3.** The Union shall provide to the Employer an official roster of its officers and Local Union Stewards which is to be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Home telephone number
- D. Immediate manager
- E. Union office held

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

**Section 4.** The investigation and writing of grievances shall be on non-duty time. In contrast, the actual processing of grievances, commencing with the filing of the grievance at the appropriate step of the grievance procedure, may be on duty time. In addition, if grievance hearings are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing. One employee representative may be released from work for a reasonable time to assist any employee who has been suspended or discharged to write a grievance, prior to the employee leaving the premises of the employer.

**Section 5.** Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.
- B. The Union shall not conduct Union activities in any work areas.

## **ARTICLE 18 LABOR/MANAGEMENT MEETINGS**

**Section 1.** In the interest of sound Labor/Management relations, on mutually agreed upon dates, the Director and/or his designee(s) shall meet with not more than two (2) employee representatives of the Union and/or not more than one (1) non-employee representative of the

Union to discuss pending problems and to promote a more harmonious Labor/Management relationship.

**Section 2.** An agenda will be exchanged at least five (5) working days in advance of the scheduled meetings 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 that affect bargaining unit members of the Union.
- C. Discuss grievances that have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- D. Disseminate general information of interest to the parties.
- E. Discuss ways to increase productivity and improve efficiency.
- F. Consider and discuss health and safety matters of concern to employees.

**Section 3.** It is further agreed that if special Labor/Management meetings have been requested, and mutually agreed upon, they shall be scheduled during non-work time and convened as soon as feasible. Neither party shall be obligated to attend more than two (2) such special Labor/Management meetings in any contract year.

## **ARTICLE 19 HOLIDAYS**

**Section 1.** All employees shall receive time off with full pay for the following holidays:

New Years Day	1 <sup>st</sup> of January
Martin Luther King Day	3 <sup>rd</sup> Monday in January
Presidents Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Independence Day	4 <sup>th</sup> of July
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans' Day	11 <sup>th</sup> of November
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	as stated
Christmas Day	25 <sup>th</sup> day of December

**Section 2.** Holidays falling on a Sunday shall be observed on the following Monday. Holidays falling on a Saturday shall be observed on the preceding Friday.

**Section 3.** Full-time bargaining unit employees shall receive eight (8) hours of holiday pay whether or not they work on a holiday.

**Section 4.** Employees who work on a holiday shall be compensated at one and one half (1.5) times their normal hourly rate of pay for all hours worked on the holiday, in addition to receiving their automatic holiday pay. Employees shall only be permitted to work on holidays if there is an emergency situation or it has been pre-approved by a manager. In all other instances, employees who work on a holiday will be compensated according to this section, but will be subject to corrective action.

**Section 5.** If a holiday occurs during a period an employee is on Vacation Leave or Sick Leave, the employee shall draw normal pay and shall not be charged leave time for the holiday.

**Section 6.** An employee on unpaid leave of absence shall not receive payment for a holiday. An employee on Long Term Leave (See Article 22) shall receive standard long term leave pay (50% of the full hourly rate of compensation) for holidays that fall within the leave.

## **ARTICLE 20 SICK LEAVE**

**Section 1.** All employees shall be entitled to sick as follows:

A. **ACCUMULATION**

Each employee shall be entitled to sick leave of four and six-tenths hours of pay for each completed 80 hours of service. Unused sick leave may be accumulated without limit. Previous accumulated sick leave of an employee who has separated from public service shall be re-credited if reemployment in public service takes place within ten years of the last termination from public service and the employee provides proof of the prior leave balance. This ten-year period shall be tolled for any period during which the employee holds elective public office, whether by election or by appointment. An employee is expected to provide proof of a prior sick leave balance within 30 days of commencing employment with Holmes County DJFS.

B. **USE**

Sick leave may be used by employees upon approval of the Employer for absences due to the following:

1. Illness, injury, or pregnancy-related medical condition of the employee.
2. Exposure of an employee to a contagious disease that could be communicated to and jeopardize the health of other employees.

3. Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed medical practitioner.
4. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five days. HCDJFS may grant additional time off on a case-by-case basis.
5. Illness, injury, or pregnancy-related medical condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member.
6. Medical, dental or optical examinations or treatments of an employee or of a member of an employee's immediate family where the employee's care and attendance is reasonably required.

Elective cosmetic surgeries that are not medically necessary do not constitute an appropriate usage of sick leave. Other appropriate leaves of absence, such as vacation, may be requested for such purposes.

For purposes of sick leave, immediate family is defined as: grandparent; great-grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, mother, father-in-law, mother-in-law, spouse or significant other ("significant other" as used in this definition means one who stands in place of a spouse and who resides with the employee), child, step-child, step-parent, grandchild, legal guardian, or other person who stands in place of a parent.

Grandparent-in-law, aunts and uncles shall also be considered immediate family for bereavement leave purposes. Such usage shall be limited to reasonably required time, not to exceed one day. The Employer may grant additional time off on a case-by-case basis, not to exceed three days.

C. EMPLOYEE NOTIFICATION

When an employee is unable to report to work due to illness or other acceptable sick leave reason, he shall notify the Agency as soon as possible. An employee must continue such notification each succeeding day of absence except in cases of prolonged illness or absence where the employee has been granted a set period of leave. Failure of an employee to make proper notification may result in denial of sick leave and/or appropriate disciplinary action.

1. WRITTEN STATEMENT

Sick leave must be requested on the approved sick leave form. Proof of illness, such as a written statement from a doctor, may be required if the Employer is concerned that the employee is abusing sick leave.

2. SICK LEAVE ABUSE

Application by an employee for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action up to and including dismissal. Patterns of sick leave usage immediately prior or subsequent to holidays, vacation, days off and/or weekends or excessive sick leave usage may result in sick leave denial and appropriate disciplinary action. The Employer reserves the right to investigate concerns of sick leave abuse. The Employer reserves the right to question employees concerning their sick leave use.

3. SICK LEAVE CHARGE

Sick leave shall be charged in minimum increments of 15 minutes. When sick leave is used it shall be deducted from the employee's credit on the basis of one hour of sick leave for every one hour of absence from previously scheduled work. Sick leave payments shall not exceed the normal scheduled workday or workweek earnings. Employees may utilize sick leave only for the hours and days on which they are scheduled to work.

4. USES OF OTHER LEAVE

Other accumulated unused leaves may be used for sick leave purposes, at the discretion of the Employer. An employee who becomes sick while on vacation may apply to use sick leave time instead of vacation days for the illness.

5. SICK LEAVE UPON RETIREMENT

Upon retirement from active service with HCDJFS, an employee who has ten or more years of service with HCDJFS will be paid for up to one-fourth the value of the employee's accrued but unused sick leave credit. The maximum aggregate payment to the employee shall not exceed the value of 30 days' accrued, unused sick leave. The payment shall be based on the employee's rate of pay at the time of retirement. A payout under this provision will eliminate all of the retiring employee's sick leave balance.

6. MEDICAL INFORMATION

HCDJFS will maintain employees' medical information in a separate medical file and will treat the information in a confidential manner. Employees who are concerned that their medical information is not being treated in a confidential manner should report such concerns to Human Resources or the Director.

**Section 2.** Any employees with Banked Sick Leave shall have their balances converted to regular sick leave on an hour for hour basis.

**Section 3.** Earned Time balances of current employees shall be converted in part to Sick Leave in accordance with the following schedule:

<u>Years of Service</u>	<u>Sick Leave</u>
0-7	50%
8-14	40%
15-24	30%
5 and up	20%

**ARTICLE 21  
VACATION**

**Section 1.** Full-time employees shall accrue vacation leave as follows:

<u>Years of Service</u>	<u>“Vacation” accrued eighty hours pay status</u>	<u>“Vacation” accrued per year</u>
0 – 7	3.1	80 hours
8 - 14	4.6	120 hours
15 - 24	6.2	160 hours
25 and up	7.7	200 hours

“Years of Service” shall be determined as set forth in Article 28, Section 6. The rate Vacation accrues shall be effective with the first pay period following the anniversary of the Employee’s date of hire at Holmes County DJFS.

Employees who have accumulated “Years of Service” due to prior employment with Holmes County, Holmes County Department of Job and Family Services, or other county Departments of Job & Family Services (DJFS’s), Public Children Services Agencies (PCSA’s) or Child Support Enforcement Agencies (PCSA’s) shall be permitted to transfer their total accumulated “Years of Service” to the Holmes County DJFS for purposes of Vacation Leave accrual. The Employee is responsible for providing written verification of prior accumulated “Years of Service” from previous employers within thirty (30) days of hire. Upon verification, the Employee’s whole “Years of Service” will be accepted for purposes of determining vacation accrual. Fractions of “Years of Service” will not be included and will be deemed nonexistent. Vacation leave accrued at other public agencies shall not be transferred to Holmes County DJFS.

Current employees with prior service to Holmes County shall receive credit for all whole “Years of Service” to Holmes County upon providing the Employer with written verification of their prior Years of Service with Holmes County. The Employee is responsible for providing this written verification by September 30, 2015. Fractions of years of service will not be included and no retroactive Vacation Leave shall be granted.

**Section 2.** Vacation Leave shall not accrue in excess of one year's vacation leave plus forty (40) hours for any employee. Employees who reach the maximum shall not accrue any additional vacation leave until they have reduced, through usage, their vacation leave below the ceiling set herein. Current employees who have vacation leave balances in excess of the ceiling set herein as a result of the conversion from Earned Time to Sick Leave and Vacation Leave shall have the full duration of this bargaining agreement to reduce their vacation leave below the ceiling. Any employees with vacation leave in excess of the ceiling at the time this bargaining agreement expires shall forfeit any vacation leave above the ceiling and shall not accrue any additional vacation leave until they have reduced, through usage, their vacation leave below the ceiling set herein.

**Section 3.** Vacation may be used in minimum increments of fifteen (15) minutes, and except in cases of unforeseen illness, injury, or emergency in which sick leave is not available, it shall be authorized in advance by the Employee's manager.

**Section 4.** Vacation shall be paid at the Employee's regular rate of pay. Upon separation from the Agency for any reason, including retirement or death, employees with a minimum of one (1) year of service shall be compensated for accrued but unused vacation at the Employee's current rate of pay up to a maximum of one year's vacation plus forty (40) hours.

**Section 5.** Vacations shall be scheduled in accordance with the operational needs of the Employer. The Employer shall have the right to deny vacation requests if operational needs so mandate. Days specified as holidays shall not be charged to an Employee's vacation leave.

**Section 6.** Conversion. Earned Time balances of current employees shall be converted in part to Vacation Leave in accordance with the following schedule:

<u>Years of Service</u>	<u>Vacation Leave</u>
0-7	50%
8-14	60%
15-24	70%
25 and up	80%

## **ARTICLE 22 LEAVES OF ABSENCE**

**Section 1.** Leaves Without Pay. Employees may be granted the following types of unpaid leaves of absence.

A. Disability Leave and Disability Separation

If an employee becomes unable to perform the duties of his position due to a disabling illness, injury, pregnancy, or other condition, he shall be granted a disability leave for the time the employee's physician certifies that the employee is disabled and unable to perform the essential functions of the job, not to exceed six (6) months. At the sole

discretion of the Employer, an additional disability leave up to six (6) months may be granted upon presentation of appropriate medical evidence. The granted disability leave period includes time the employee has spent on Family and Medical Leave, Long Term Leave and leave during which Sick Leave is used.

Upon the employee's return from disability leave, he shall be returned to the same or similar position within the employee's former classification.

If the employee is unable to return to active work status within the granted disability leave period due to the same or related disabling illness, injury or condition, the employee will be given a disability separation. The total combined time of absence due to the disability shall not exceed two (2) years for purposes of reinstatement rights.

Upon the employee's return from disability separation, he shall be returned to a position within the employee's former classification. If the employee's former classification no longer exists, the employee shall be assigned to a similar classification. If no similar classification exists, then a layoff situation may occur pursuant to Article 13, Layoff and Recall.

Satisfactory written documentation substantiating the cause, nature and extent of the disabling illness, injury or condition shall be required prior to the granting of a disability leave or separation, unless the employee is hospitalized at the time the leave is to begin.

At any time before or during the leave or separation, or in the case where the Employer believes that an employee is unable to perform the essential functions of the job, the Employer may request the employee be examined by a physician of the Employer's choosing at the Employer's cost. In case the Employer's and employee's physicians disagree on the necessity or length of a leave, the employee's and Employer's physicians will mutually select a third physician to examine the employee at the Employer's expense. The third physician's opinion will be final and binding on both the employee and the Employer.

#### B. Personal Leaves of Absence

The Employer may grant a leave of absence without pay to any bargaining unit employee. The employee must request, in writing, all leaves of absence without pay. The request shall state reasons for taking leave of absence and the dates for which such leave is being requested. Upon such written request, leaves may be granted for a maximum duration of six (6) months for any personal reason. At the sole discretion of the Employer, additional personal leave may be granted for up to six (6) months. Renewal or extension beyond the maximum duration allowed shall not be granted except as otherwise specifically provided in this Article.

C. Authorization for Leave

The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. An employee shall be required to use accrued Vacation Leave prior to going on unpaid status. Such use of Vacation Leave will be taken concurrently with the total length of leave granted.

No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on the standard Request for Leave form.

D. Longevity Credit During Leave

An employee on leave of absence without pay does not accrue Vacation Leave or Sick Leave. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of longevity or other purposes where tenure is a factor.

E. Reinstatement from Leave

Upon completion of a leave of absence, the employee is to be returned to the same or similar position within the employee's former classification. If the employee's former classification no longer exists, the employee shall be assigned to a similar classification. If no similar classification exists, then a layoff situation may occur pursuant to Article 13, Layoff and Recall.

**Section 2.** Other Leave. Employees may be granted the following additional types of leave.

A. Family and Medical Leave- Family and Medical Leave shall be administered according to federal law.

B. Court Leave

The Employer shall grant full pay when an employee is subpoenaed as a witness, or for jury duty by the United States, the State of Ohio, or a political subdivision of Ohio. Compensation for jury duty in Holmes County must be refused by signing the proper County form, unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of a scheduled workday shall report to work for the remaining hours, provided at least two (2) hours of work remain. Employees will not be paid when appearing in court for criminal or civil cases when the case is being heard in connection with the employee's personal matters such as traffic court, divorce proceedings, custody, appearing as directed with a juvenile, etc., or in proceedings against the employer. Employees in such circumstances may apply for personal leave without pay or Vacation Leave.

- C. Military Leave – Military leave shall be administered according to federal law.
- D. Long Term Leave is defined as absence due to illness or injury that exceeds five (5) consecutive days, excluding weekends. To be eligible for Long Term Leave, an employee must have completed one (1) year of employment with the Holmes County Department of Job & Family Services, and submit proof of disability by a licensed physician indicating that the employee is disabled and unable to work, and estimating the date on which the employee may be able to return to work. Long Term Leave is subject to approval of the Director/Designee under the rules established in this Article. An employee requesting Long Term Leave must exhaust all accumulated Sick Leave prior to receiving approval of a request for Long Term Leave. Employees who have used all accumulated Sick Leave and are approved for Long Term Leave shall receive fifty percent (50%) of their full hourly rate of compensation for up to thirty (30) work days per calendar year. An employee who is on Long Term Leave at the end of a calendar year, or who has exhausted her Long Term Leave and is not at work at the end of the calendar year is not eligible for Long Term Leave in any subsequent year until he/she makes an effective return to work, and has worked at least thirty (30) work days.

An employee may supplement his Long Term Leave with Vacation Leave.

### **Section 3. General Leave Provisions**

- A. An employee returning from a leave of absence for reasons of personal disability must submit a note from his/her physician that he/she is able to perform the essential functions of his/her job.
- B. If it is discovered that a leave of absence granted for a specific purpose is not being used for that purpose, the Employer may cancel the leave and direct the employee to report to work by giving written notice to the employee. An employee who abuses leave shall be subject to discipline pursuant to Article 7 of this Agreement.

An employee who fails to return to work at the expiration or cancellation of an approved leave of absence, without satisfactory explanation to the Director, will be terminated. The employee's termination date will be established as the starting date of the approved leave of absence.

## **ARTICLE 23 HOSPITALIZATION**

**Section 1.** For the duration of this agreement, the employee's health coverage will remain the same as that in effect for County employees.

**Section 2.** Employees who are enrolled in the County Health Coverage Plan shall pay the cost for health coverage equal to the employee contribution amount the county Commissioners set for county employees.

**Section 3.** Employees may waive county coverage in writing. Employees waiving coverage shall receive an allowance of four hundred dollars (\$400) for each full contract year for which they have waived County Health coverage. Employees waiving coverage may enroll (or re-enroll) in the County plan coverage during open enrollment. An employee covered by a spouse who is an employee of a Holmes County Agency or Department is not eligible for the waiver allowance.

#### **ARTICLE 24 AFSCME CARE PLAN**

**Section 1.** Effective June 1, 2011, the Employer shall pay to the Ohio AFSCME Care Plan sixty-seven dollars and twenty-five cents (\$67.25) per month for each eligible employee in the bargaining unit for the purpose of the plan providing each eligible employee with Dental Care Benefit – Level IV, Vision Care Benefits and Hearing Aid Benefits. The effective date of AFSCME Care Plan coverage will be the first full month following the date of hire. A Reconciliation Report on forms provided by the Plan shall be sent along with the contribution.

Nothing in this Section shall affect any other provisions of this Agreement including but not limited to terms and conditions of employment relating to probationary periods.

#### **ARTICLE 25 REPORT-IN-PAY**

An employee who reports to work and has not been advised not to report due to inclement weather, equipment breakdown, lack of working materials, or other reasons not in the control of the Employer shall be guaranteed four (4) hours pay. An employee who begins work and is furloughed for the remainder of the work day shall be paid for all hours worked or for four (4) hours, whichever is greater. The provisions of this section shall not be arbitrarily and/or unreasonably applied by the Employer.

#### **ARTICLE 26 SALARY REDUCTION**

The Employer shall continue to make required contributions to the Ohio Public Employees Retirement System, and shall continue the OPERS “pick-up” plan of employees’ contributions by use of the “salary reduction” method.

**ARTICLE 27**  
**TRAVEL RELATED EXPENSE REIMBURSEMENT**

**Section 1.** Employees shall be reimbursed for travel related expenses incurred while on official agency business. Employees are eligible for expense reimbursement only when the travel or expenditure has been authorized by the Employer. Claims for reimbursement shall be submitted in writing to the Director/Designee for approval.

Travel related reimbursements are as follows:

- A. Employees shall be reimbursed for office business travel at a rate of two cent (\$.02) below the IRS maximum allowed in the previous calendar year per mile or at the current county rate, whichever is higher, for the use of a privately owned vehicle. This reimbursement shall include all vehicle related expenses, e.g., gas, oil, depreciation, etc.
- B. Mileage reimbursement shall be payable to only one (1) of two (2) or more employees traveling on the same trip and in/on the same vehicle. The names of all persons traveling together shall be listed on the travel voucher.
- C. All employees shall be required to carry motor vehicle liability insurance minimums as prescribed by the Ohio Revised Code in order to be reimbursed for business travel.
- D. Employees shall be reimbursed for business travel within the County with the exception of travel between the employee's residence and the agency or work station. An employee shall file an itemized expense report on the agency's Travel Report Form showing the origin and destination of each trip in sufficient detail to account for mileage claimed.
- E. Charges incurred for parking at the destination and highway tolls, if any, are reimbursable at the actual amount. Receipts for parking costs and highway tolls are required when charges are in excess of two dollars (\$2.00). When no receipts are issued, reimbursement is at the discretion of the Director/Designee.
- F. When an employee is on business travel for more than four (4) business hours outside the County or his county of residence, exclusive of business overnights, the employee shall receive a sixteen dollar (\$16.00) per diem for travel related expenses (exclusive of mileage expense, parking and tolls).

The travel related expenses must be listed on the Travel Expense Report to obtain reimbursement. No receipts for these travel related expenses are required.

- G. Employees shall be reimbursed for the actual expense of meals that are an integral part of a business workshop, training seminar or other working conferences. Such receipt(s) must identify "Registration" or "Registration/Lunch" or similar documentation.

When this reimbursement is claimed the employee is ineligible for reimbursement under

paragraph F, above.

- H. Expenses for overnight lodging while on authorized business travel status shall be reimbursed, upon presentation of itemized expense report and receipts, provided the lodging and business were not within the County or the employee's county of residence, to the following limits:
1. The actual rate of the room including taxes and mandatory local telephone charges when the employee is staying in the place of lodging which is also the location where the agency's business is being conducted. Up to that equivalent rate will be reimbursed if the employee chooses to stay at a different place of lodging for that business trip.
  2. When the agency's business is not conducted at a place of lodging, the employee shall be reimbursed the cost of the lodging. Mandatory local telephone charges shall also be reimbursed.
  3. The "state rate" or "government rate" must be requested by any employee on overnight travel status.
  4. Multiple occupancy of rooms is required when the Director/Designate determines it is appropriate.
- I. When the employee is on overnight travel status the employee shall receive a forty dollar (\$40.00) per diem for in state travel and a one hundred dollar (\$100.00) per diem for out of state travel (exclusive of mileage expense, parking or tolls) for travel related expenses beginning the first day that the business related to the travel is conducted. The travel related reimbursement must be listed on the Travel Expense Report to obtain reimbursement. No receipts for these travel related expenses are required.

## **ARTICLE 28 WAGES**

**Section 1.** Effective with the start of the pay period that includes September 1, 2015, employees shall be compensated in accordance with Wage Schedule 1 in Appendix A. Effective with the start of the pay period that includes September 1, 2016, employees shall be compensated in accordance with Wage Schedule 2 in Appendix A. Effective with the start of the pay period that includes September 1, 2017, employees shall be compensated in accordance with Wage Schedule 3 in Appendix A.

Employees hired before March 1, 2015 who remain employed on August 31, 2015 shall receive a lump sum payment in an amount equal to 1.5% of their annual salary—defined as the employee's annualized rate of pay (including hourly supplements) as set forth in this bargaining agreement and Wage Schedule 1 in Appendix A—payable on or before September 30, 2015. Employees hired before March 1, 2016 who remain employed on August 31, 2016 shall receive a

lump sum payment in an amount equal to 1.5% of their annual salary—defined as the employee’s annualized rate of pay (including hourly supplements) as set forth in this bargaining agreement and Wage Schedule 2 in Appendix A—payable on or before September 30, 2016. Employees hired before March 1, 2017 who remain employed on August 31, 2017 shall receive a lump sum payment in an amount equal to 1.5% of their annual salary---defined as the employee’s annualized rate of pay (including hourly supplements) as set forth in this bargaining agreement and Wage Schedule 3 in Appendix A---payable on or before September 30, 2017.

**Section 2.** Wage schedule allocation list (Exhibit A):

<u>Pay Grade</u>	<u>Job Title</u>
02	Mail Clerk/Messenger, Unit Support Worker 1
04	Telephone Operator, Unit Support Worker 2, Vehicle Operator
06	Custodial Worker, Clerical Specialist 1
08	Eligibility/Referral Specialist 1, Investigator 1, Fiscal Specialist, Clerical Specialist 2
10	Eligibility/Referral Specialist 2, Investigator 2, Social Services Worker 1, Account Clerk 1
12	Social Services Worker 2, Account Clerk 2, Quality Control Reviewer
14	Quality Control Reviewer (Children Services ONLY)

**Section 3. Step Increases**

Newly hired or promoted employees shall be placed at Step 1 of the classification pay grade, or at a higher Step as determined by the Employer that is commensurate with his/her education and/or experience.

Newly hired or promoted employees shall advance to the next step of the pay grade at the start of the first pay period following their first anniversary date.

Employees eligible for step increases will move to the next step on the pay schedule at the start of the first pay period following the anniversary of their date of hire with the Employer.

An employee who holds a Bachelor’s degree from a nationally accredited and recognized institution will receive an hourly pay supplement of forty cents (\$0.40) per hour, effective with the start of the pay period following the date the degree is verified by the Employer. Employees in Pay Grade 12 or 14 who earn a Master’s degree or Juris Doctorate degree from a nationally accredited and recognized institution will receive an hourly pay supplement of one dollar (\$1.00) per hour effective with the start of the pay period following the date the degree is verified by the

Employer.

**Section 4. Promotional Increases**

Upon promotion, an employee will be placed in a step in the pay range assigned to his new classification that would provide him/her with an increase in rate of pay.

**Section 5. Demotions**

Upon demotion, an employee will be placed in the step in the pay range assigned to his new classification closest to but not exceeding his/her previous step rate of pay, except that if demotion to his former classification or pay range occurs during or follows an unsatisfactory probationary period, he/she shall be returned to his former rate of pay, plus any annual step adjustments which may have occurred had he/she not been promoted.

**Section 6. Longevity Pay Supplement**

Longevity pay for all employees will be granted according to the following schedule:

<u>Years of Service *</u>	<u>Longevity pay</u> <u>Per hour</u>
0 but less than 5	.00
5 but less than 10	.25
10 but less than 15	.50
15 but less than 20	.75
20 +	1.00

\* "Years of Service" is defined as the employee's whole years of continuous service to the Holmes County DJFS as of the Employee's date of hire. One whole year of service is equivalent to twenty-six (26) consecutive bi-weekly pay periods. The rate of longevity shall be effective with the first pay period following the anniversary of the Employee's hire date at Holmes County DJFS. Current employees shall maintain "Years of Service" credited to them as of the effective date of this Agreement (except as noted below\*\*). There shall be no retroactive Longevity pay granted.

Employees who have accumulated "Years of Service" due to prior employment with Holmes County, Holmes County Department of Job and Family Services, or other county Departments of Job & Family Services (DJFS's), Public Children Services Agencies (PCSA's) or Child Support Enforcement Agencies (CSEA's) shall be permitted to transfer the total accumulated "Years of Service" to the Holmes County DJFS for purposes of longevity pay. The Employee is responsible for providing written verification of prior accumulated "Years of Service" from previous employers within thirty (30) days from date of hire. Upon verification, the Employee's whole "Years of Service" will be accepted for purposes of determining the amount of longevity

pay. Thereafter, the Employee's anniversary date of hire with Holmes County DJFS shall apply. "Years of Service" for purposes of determining longevity pay for a new employee with qualifying prior public service that was other than full-time shall be determined as set forth in Appendix B. Fractions of "Years of Service" will not be included and will be deemed nonexistent.

**\*\*Current employees with prior service to Holmes County shall receive credit for all whole Years of Service to Holmes County upon providing the Employer with written verification of their prior accumulated Years of Service with Holmes County. The Employee is responsible for providing this written verification by September 30, 2015. Fractions of Years of Service will not be included and no retroactive longevity pay shall be granted.**

**Section 7. Standby Pay** Standby pay is defined as payment for an assignment that requires an employee to be immediately available on a continuous basis during his/her normal off-duty hours. All employees assigned to the Children Services division who are classified as a Social Service Worker 1 or 2 may be assigned standby and on-call duties.

A general standby supplement of fifty cents (\$0.50) per hour shall be added to the hourly rate of pay of all employees who are required to carry a pager, or other electronic communication device, as a regular and on-going condition of employment.

In addition, an employee on on-call status, having the primary on-call responsibility of contact and call out, shall receive on-call pay in the amount of thirty dollars (\$30.00) per day for weekdays, and forty-five dollars (\$45.00) per day for Saturdays, Sundays and holidays. Should an employee be called to work during his/her on-call status, he/she shall receive the appropriate rate of pay per hour, including general standby supplemental pay, in addition to on call pay.

**Section 8. Professional Supplement**

A. Upon presentation to the Employer of acceptable professional credentials, employees in Pay Grades 10, 12, or 14 shall receive an hourly pay supplement of twenty five cents (\$0.25) for valid and current certification as a Licensed Social Worker (LSW) by the State of Ohio effective with the start of the pay period following the date the license is verified by the Employer.

Upon presentation of acceptable professional credentials to the Employer, employees in Pay Grade 12 or 14 shall receive an hourly supplement of seventy-five cents (\$.75) for valid and current certification as a Licensed Independent Social Worker (LISW) by the State of Ohio effective with the start of the pay period following the date the license is verified by the Employer. An employee receiving the LISW supplement is not eligible for the LSW supplement.

**ARTICLE 29**  
**EDUCATION REIMBURSEMENT AND INCENTIVE**

**Section 1. Educational Loan Reimbursement**

Reimbursement shall be made annually for actual repayment amounts and must be requested during June of each calendar year for reimbursement of loan repayments made by the employee in the previous calendar year. The employee must have one full year of service as of June 1 of that year in order to be eligible for reimbursement. For purposes of this section, one full year of service is defined as twenty-six (26) consecutive bi-weekly pay periods.

The reimbursement schedule for employees who have completed a Master's in Social Work and are employed as a Social Services Worker 1 or 2 in the Children Services Division shall be as follows:

Employees with one year of service	\$2,500
Employees with two years of service	\$3,000
Employees with three years of service	\$3,500
Employees with four or more years of service	\$4,000

The reimbursement schedule for employees who have received a Bachelor's degree in a human services related field and are employed as a Social Services Worker 1 or 2 assigned to the Children Services Division shall be as follows:

Employees with one year of service	\$1,500
Employees with two years of service	\$2,000
Employees with three years of service	\$2,500
Employees with four or more years of service	\$3,000

To be eligible for reimbursement as described in this section, the employee must:

1. Have earned his/her degree prior to employment with HCDJFS
2. Provide proof of college loan indebtedness, incurred prior to employment
3. Provide proof of repayment of loan up to or greater than the amount requested for reimbursement
4. Have completed a minimum of one (1) year of service at the time of the request for reimbursement
5. Continue to be employed at the time the reimbursement is made.

**Section 2. Education Incentive**

Education incentives shall be available to employees who have completed their first year of employment. To be eligible, the employee must be employed in a full-time position and have received his/her degree from an accredited university during his/her employment with HCDJFS.

Eligible employees shall receive the following education incentive amounts within sixty (60) days after proof of degree is submitted:

Associate's degree	\$1,000
Bachelor's degree	\$2,000
Master's degree	\$3,000

Employees who remain employed in a full-time capacity for two (2) years after degree completion, and are otherwise eligible, shall again receive the same incentive payment as listed above. Regardless of the number of years of employment, an employee shall not receive more than one (1) education incentive, inclusive of the two (2) potential payments.

**Section 3. Licensing/Testing Reimbursement**

Employees who renew their license as a Social Worker or Licensed Independent Social Worker may request reimbursement limited to the cost of the renewal of the license. Evidence of license renewal and payment must be submitted.

Employees who are required to pay a fee for testing which directly relates to the licensing process may request reimbursement limited to the cost of the testing process. Evidence of successful completion of the test must be submitted along with the request for reimbursement.

Employees who are required to pay a fee for obtaining or renewing a notary public license may request reimbursement limited to the cost of the license or renewal. The Director/Designee shall determine and approve requests made depending upon whether the employee's job duties support such a license.

**ARTICLE 30  
WAIVER IN CASE OF EMERGENCY**

**Section 1.** In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the County Commissioners, the Sheriff, or the Federal or State Legislature, the following conditions of this Agreement may automatically be suspended:

- A. Time limits for management or the Union's replies on grievances; and

**B.** All work rules, agreements and/or practices relating to the assignment of all employees.

**Section 2.** Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

**Section 3.** "Emergency" shall be defined as any natural phenomenon or act of man that creates a condition of emergency beyond the capability of the affected local government to control and resolve, utilizing its locally available forces and resources, and any imminent threat of widespread or severe damage, personal injury and hardship, or loss of life and property resulting from any natural phenomenon or act of man.

### **ARTICLE 31 SEVERABILITY/SAVINGS/SUCCESSOR**

**Section 1.** Should any part of this Agreement or any provisions contained herein be declared invalid by operation of law or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect. Should any provision be so invalidated, the parties shall meet promptly to discuss replacement language for such invalidated provision(s).

**Section 2.** This Agreement shall be binding upon the parties and their respective successors and assignees.

**ARTICLE 32**  
**APPLICATION OF THE OHIO CIVIL SERVICE LAW**

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

Except as expressly otherwise provided for in this Agreement, Sections 124.01 through 124.56 of the Civil Service laws contained in the Ohio Revised Code do 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 the selection and qualification of original appointees.~~

**ARTICLE 33**  
**DURATION OF AGREEMENT**

**Section 1.** This Agreement shall be effective as of September 1, 2015, and shall remain in full force and effect through August 31, 2018 unless otherwise terminated as provided herein.

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

**Section 3.** The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement.

AGREED and signed in Millersburg, Ohio, this 31<sup>st</sup> Day of August, 2015:

For the Holmes County  
Department of Job & Family Services

Jeffrey Ginsburg

Susan Martin

Dan Jackson

For AFSCME, Ohio Council 8,  
and for Local #2336

Taryn Hanna

E. Lisa VanSickle

Stevan P. Pickard

APPROVED AS TO FORM:

Stephen Knowling  
Holmes County Prosecuting Attorney

A large, stylized handwritten signature in black ink, overlapping the printed name and title.

Approved by the Holmes County Board of Commissioners on

8/31/2015

**APPENDIX "A"**  
**WAGE SCHEDULES**

**WAGE SCHEDULE 1 – (2%)**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
2	10.44	10.69	11.00
4	11.38	11.67	12.02
6	13.18	13.69	14.23
8	14.23	14.80	15.39
10	16.52	17.20	17.88
12	17.95	18.67	19.41
14	19.17	19.92	20.72

**WAGE SCHEDULE 2 – (2%)**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
2	10.65	10.90	11.22
4	11.61	11.90	12.26
6	13.44	13.96	14.51
8	14.51	15.10	15.70
10	16.85	17.54	18.24
12	18.31	19.04	19.80
14	19.55	20.32	21.13

**WAGE SCHEDULE 3 – (2%)**

<b>GRADE</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>
2	10.86	11.12	11.44
4	11.84	12.14	12.51
6	13.71	14.24	14.80
8	14.80	15.40	16.01
10	17.19	17.89	18.60
12	18.68	19.42	20.20
14	19.94	20.73	21.55

**APPENDIX "B"**  
**DAS FORMULA FOR CALCULATION OF SERVICE CREDIT**  
**FOR OTHER THAN FULL-TIME**

To calculate prior service for other than full-time, the number of pay periods in active pay status will be multiplied by 14 (the number of days in each two-week active pay period). Fractions of "Years of Service" will not be included and will be deemed nonexistent.

For example:

2012 = 8 pay periods

2013 = 10 pay periods

2014 = 20 pay periods

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Total = 38 pay periods x 14 days = 532 days

532 days – 365 days = 1 year, 167 days

Whole years of service credit = 1 year