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**AGREEMENT BETWEEN THE
SCIOTO COUNTY DEPARTMENT
OF
JOB AND FAMILY SERVICES
AND
SCIOTO COUNTY COMMISSIONERS
AND THE OHIO COUNCIL 8
AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO
AND LOCAL #3501**

**Effective:
January 1, 2016
through
December 31, 2018**

SERB Case No.: 2015-MED-09-0941

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ARTICLE 1
PREAMBLE

Section 1.1. This Agreement entered into by the Scioto County Department of Job and Family Services and the Scioto County Commissioners, hereinafter referred to as the Employer, and Local #3501, and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose to set forth the full and complete understandings and agreements between the parties governing the rates of pay, hours of work, and other conditions of employment for those employees included in the bargaining unit as defined herein.

Section 1.2. Both the Employer and the Union have bargained fully and completely, and hereby acknowledge the opportunities both had to present proposals, counterproposals, and demands.

Neither party therefore has any duty to bargain further during the term of this Agreement, except only as may be specifically agreed to in another article of this Agreement, or in the case of the parties' authorized representatives mutually agreeing in writing to do so.

The express provisions of this Agreement may be changed only by mutual agreement by the parties, reduced to writing, and signed by the authorized representatives of the parties.

Section 1.3. This Agreement shall constitute the full and complete commitment between the parties and shall supersede and cancel all previous written or oral agreements and commitments between the parties.

Section 1.4. In the event any article, section, or portion of this Agreement should be held or made unlawful and unenforceable by the decision of any court of competent jurisdiction, the Employer and the Union agree to meet at agreeable times and places to bargain a lawful substitute for the invalidated article, section, or portion thereof.

ARTICLE 2
RECOGNITION

Section 2.1. The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees included within the bargaining unit as a result of the State Employment Relations Board's order of October 31, 2002, in Case No. 02-REP-09-0188, and is defined as follows:

Included: All employees of Scioto County Department of Job and Family Services including Income Maintenance Aide 1, Income Maintenance Worker 2 and 3, Social Service Worker 2, Clerical Specialist, Investigator 2 and 3, Telephone Operator 1, Custodial Worker, Security Officer 1, Data Entry Operator 1, Account Clerk 2, Training Officer 1, Trainer 1.

Excluded: All management-level employees, professional employees, confidential employees, and supervisors as defined in the Act.

Section 2.2. If the Employer adds new job titles, the Union may request negotiations regarding the inclusion of the new titles within the bargaining unit. If requested by the Union, the

Employer and the Union shall meet at least once to negotiate regarding inclusion of new titles within the bargaining unit and wage rates for those new titles. Disputes regarding wage rates and inclusion of a job title within the bargaining unit are not arbitrable.

If the parties agree on the determination, it shall be implemented as agreed by the Employer and the Union, provided that if it involves a change in classification, the parties agree to jointly petition SERB first to amend/clarity the unit, and will include the position upon SERB's approval.

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

ARTICLE 3 **UNION SECURITY**

Section 3.1. The Employer agrees to deduct regular Union membership dues implemented by the Union from the pay of any bargaining unit employee eligible for membership dues and who is a member in the Union, and upon the individual employee voluntarily signing and submitting a written authorization for dues deduction. Upon receipt of the proper authorization form, the Employer will deduct Union dues from the employee's payroll check for the pay period following the pay period in which the authorization was received and in which dues are normally deducted by the Employer.

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

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

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

Section 3.5. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions except as follows. If a claim of error is made to the Employer in writing within one hundred twenty (120) calendar days after the date such error is claimed to have occurred, and it is found an error was made, the error will be corrected at the next pay period that Union dues are normally deducted, by deducting the proper

amount from the pay of the employee to correct said error. Payroll collection of dues, fees and assessments shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

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

Section 3.7. Each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement, subject to Section 3.3, unless an eligible employee certifies, in writing, that the dues check-off authorization has been revoked, at which point the employee will be placed on the fair share list. A copy of the written revocation shall be forwarded to the Union.

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

Section 3.9. The Employer agrees to remit a warrant in the aggregate amount of the deduction to the Controller of AFSCME/Ohio Council 8, 6800 North High St., Worthington, Ohio 43085-2512, no later than forty-five (45) days following the end of the pay period in which the deduction was made. Such warrant shall be accompanied by a listing of the employees for whom deductions were made, along with corresponding social security numbers for only those employees who wrote their social security numbers on their dues deduction authorization form at the time it was submitted.

Section 3.10. **Fair Share Fee:** All bargaining unit employees who are not members in good standing of the Union are required to pay a fair share fee to the Union as a condition of continued employment. All bargaining unit employees who do not become members in good standing of the Union are required to pay a fair share fee to the Union, as a condition of employment. This condition is effective sixty-one (61) days from the employee's date of hire, or the date this Agreement is signed by the parties, whichever is later.

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

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

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

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

ARTICLE 4 **UNION BUSINESS**

Section 4.1. The Employer shall recognize the Local President and Vice-President, and up to four (4) additional employees to act as Union Stewards for purposes of representation as specifically outlined in this Agreement.

Section 4.2. The writing or investigation of grievances should be on non-work time, but may be conducted during working hours, provided that the employee has permission of their supervisor. Such permission shall not be unreasonably denied. In no event shall time spent writing grievances or investigating grievances be considered as overtime or paid time outside the employee's regular working hours. Prior to leaving their work areas to conduct business or activities pursuant to this section, employees must notify their supervisor. Upon arriving at a different work area or unit employees shall notify the supervisor of that work area. Supervisors shall maintain the right to schedule activities so as to minimally impact their unit's work production.

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

Section 4.3. Upon advance notice to the Director or designee, the Employer shall grant access to non-employee representatives of the Union to attend meetings or perform duties, to the extent the meetings or duties are specifically allowed by this Agreement. Non-employee Union representatives shall first report to the main front desk and notify the Director or designee prior to entering any of the premises of the Employer.

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

- A. Name;
- B. Jurisdictional area (stewards only);
- C. Union position held.

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 representative of the Union, either employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of employees.

Section 4.6. The Employer agrees to provide the Union space for two (2) locked bulletin boards for the exclusive use of the Union, one (1) to be located directly adjacent to the break room and the second at a mutually agreeable location.

- A. The Union may post the following items without notification to the Employer:
 - 1. Notices of Union meetings;
 - 2. Notices of elections;
 - 3. Notices of social or recreational events;
 - 4. Notices of conferences or conventions;
 - 5. Notices of appointment of Union representatives.
- B. No notice may contain anything political, controversial, defamatory, obscene, or critical of the Employer or of any employee or other person. The Employer agrees that if any material on a Union bulletin board is deemed to be in violation of this Agreement, the Employer shall notify the Union President or designee and request that the material be removed.
- C. All postings must bear the date of posting and a signature of the local Union official or steward who is responsible for the posting.

Section 4.7. The Employer will provide to all newly-hired employees a copy of the collective bargaining agreement and the Fair Share Fee procedure brochure. There shall be a form submitted to the employee for signature of their receipt of the aforementioned items. A copy of the form will be forwarded to the Union.

ARTICLE 5

MANAGEMENT'S RIGHTS

Section 5.1. The Employer reserves all the customary rights, privileges or authority of Management, except as modified by the express terms of this Agreement, including but not limited to the following:

- A. The right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency and type of services to be rendered; the determination, purpose and control of the types and numbers of materials, machines, tools and equipment to be used; the selection of the location, number and type of facilities and installations; and the additional discontinuance of any services, facilities, equipment, materials or methods of operation;
- B. The right to determine starting and quitting times, work schedules and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods and clean up time; and to determine the amount of supervision necessary;
- C. The right to determine the method or process by which work is performed; the right to contract, subcontract, and purchase work, processes, or services; to adopt, revise, enforce or delete working rules and carry out cost control and general improvement programs;

- D. The right to establish, change, combine, or discontinue job classifications and prescribe and assign job locations and relocations and job duties, content and classification and establish wage rates for any new or changed classifications;
- E. The right to determine the existence or nonexistence of facts which are the basis of Management decision;
- F. The right to establish or continue policies, practices or procedures for the conduct of the Employer's business and its services to the citizens of Scioto County and, from time to time, to change or abolish such practices or procedures;
- G. The right to establish training programs and upgrade requirements for employees within the Employer;
- H. The right to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty.

Section 5.2. The foregoing specific rights shall in no way be a limitation on general Management rights of the Employer to direct or control the work forces and general affairs of this Employer. Nothing in this Agreement shall be interpreted as an abdication of said authority or responsibility, and the only limitations on the Management's rights shall be the specific limitations agreed upon in this Agreement.

ARTICLE 6

GRIEVANCE PROCEDURE

Section 6.1. The term "grievance" shall mean an allegation by a bargaining unit employee or group of employees or the Union alleging a violation, misinterpretation, or misapplication of a specific provision of this Agreement, or a claim that the Employer has taken disciplinary action without just cause. Any dispute or grievance which would change the terms of this Agreement is not a grievance and is not subject to the grievance procedure.

Section 6.2. A grievance, under this procedure, may be brought by any member of the bargaining unit or the Union. Grievances filed on behalf of the Union must be signed by an employee of the agency. Employees may utilize this procedure without fear of reprisal. Where a group of the bargaining unit members desire to file a grievance involving a situation affecting more than one member of the bargaining unit in a similar manner, one (1) member selected by such group will process the grievance.

Section 6.3. All grievances must be processed at the proper step in the progression in order to be considered at the next step. Grievances involving suspensions or discharges may be filed directly at Step 2. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step. For the purposes of the time limits contained herein, a grievance must be presented at each applicable step no later than 5:00 p.m. on the last day.

Any grievance not answered by the Employer's representatives within the stipulated time limits shall be considered to have been answered in the negative and may be appealed by the grievant

or the Union to the next step of the grievance procedure. The Employer shall provide notice to the employees and the Union of the Employer's designation of "supervisors" to be utilized for the purposes of Step 1.

Section 6.4. "Days" as used in this article shall be normal working days Monday through Friday and shall not include Saturdays, Sundays, or holidays unless calendar days are specified. The time limits provided for in this article may be extended by mutual agreement in writing between the Employer and the Grievant and/or Union.

Section 6.5. A grievance must be submitted within ten (10) working days after an employee and/or Union knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed. In no case will a grievance be considered which is submitted later than forty-five (45) calendar days following the date of the facts. This forty-five (45) calendar day limit is designed to accommodate employees who were on leave status at the time of the occurrence of the facts. An employee returning from leave has five (5) working days to file a grievance over an occurrence during the term of her leave, provided the forty-five (45) day limit is not exhausted.

Section 6.6. Prior to submitting a grievance in writing to the formal procedure, an employee may discuss the dispute with her supervisor in an attempt to reach resolution, however, it is the employee's and/or Union's responsibility to protect the time limits in which to file a formal written grievance at Step 1.

Section 6.7. The following steps shall be followed in the processing of a formal grievance:

Step 1: Within the established time limits specifically enumerated in Section 6.5 above, the employee shall submit a written grievance to the employee's immediate supervisor. It shall be the responsibility of the supervisor to investigate the matter. If the supervisor determines that a meeting is necessary, the meeting shall be between the supervisor, the grievant, and a Union steward and shall be held within ten (10) work days after the submission of the grievance. A written response shall be provided to the employee and the Union within ten (10) working days following the day on which the matter was submitted or if a meeting was held, ten (10) working days following the meeting.

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

Step 3: If the grievance is not satisfactorily settled at step 2, the Union and the Employer may, within ten (10) work days, submit the grievance to mediation by mutual agreement. The parties shall use FMCS mediators and follow FMCS guidelines.

The recommendation of the mediator is not binding on either party. Neither party can use mediation against the other party for arbitration.

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

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

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

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

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

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

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

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

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

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

Section 6.8. When an employee covered by this Agreement chooses to represent herself in the presentation of a grievance, no adjustment of the grievance will be inconsistent with the terms of this Agreement. Prior to the adjustment of any such grievance, the appropriate Union grievance representative will be notified of her right to be present at the adjustment.

Section 6.9. All written grievances should contain the following information:

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

Section 6.10. Only discipline resulting in suspension, reduction in pay and/or position, or discharge shall be arbitrable under this Agreement. Written and verbal reprimands may be grieved directly to Step 2, but may not be appealed to arbitration. Grievances involving suspensions or discharges may be filed directly at Step 2.

Section 6.11. Two (2) or more grievances may not be joined or consolidated except upon mutual agreement of both parties.

Section 6.12. Both the employee and the Employer shall have the right to present witnesses as are necessary for the explanation and investigation of the grievance. The Union shall give twenty-four (24) hours' advance notice whenever practicable to the Employer of the name(s) of any witness(es) requested who are employees of the Agency before the applicable step of the grievance procedure.

Section 6.13. The procedures set forth in this article shall be the sole and exclusive procedures for resolving any grievance or dispute which was or could have been raised by an employee covered by this contract. It is expressly understood that the procedures set forth in this article completely replace (and are not in addition to) any appeal process of the State Personnel Board of Review or of any such set of procedures.

ARTICLE 7 **DISCIPLINE**

Section 7.1. No employee shall be disciplined except for just cause.

Section 7.2. Discipline may include:

- A. Verbal warning;
- B. Written reprimand;
- C. Suspension or demotion;
- D. Termination.

Section 7.3. Whenever the Employer determines that an employee may be suspended or terminated for disciplinary reasons, the Employer shall notify the employee and the Union in writing of the charges against the employee and the nature of the discipline being contemplated. A mutually agreeable date and time will be set to hold the hearing.

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

Section 7.4. In any investigatory interview between a bargaining unit employee and a member of the administration where it is reasonably expected that discipline of the employee being interviewed may result, the affected employee may request that a Union representative be present.

Section 7.5. An employee who has been disciplined by suspension or discharge will be given a written statement apprising the employee of the effective date(s) of the suspension or discharge. The Local Union President or designee shall receive a copy of any suspension and/or discharge notice.

Section 7.6. Records of verbal warnings and written reprimands shall cease to have force and effect, and shall be removed from the employee's official file and placed in an alternate file twelve (12) months after their effective date, providing there is no intervening disciplinary action taken during that time period. All other records of disciplinary action, except for records of disciplinary terminations, shall cease to have force and effect and shall be removed from the employee's official file and placed in an alternate file eighteen (18) months after their effective date, providing that there has been no intervening disciplinary action taken during that time period.

Section 7.7. Each employee may request to inspect his or her official personnel file maintained by the Employer. Inspection of personnel files shall be by scheduled appointments. Appointments shall be during the regular scheduled work hours of the Employer's Personnel Office. An employee shall be entitled to have her assigned steward accompany her during such review. An employee shall be entitled to one (1) copy of any documents in his or her file.

Section 7.8. Verbal warnings and written reprimands may not be appealed to the arbitration step of the grievance procedure.

Section 7.9. Grievances involving disciplinary suspensions or terminations may be filed directly at Step 2 of the Grievance procedure.

Section 7.10. A newly-hired probationary employee may be terminated anytime during her probationary period and shall have no appeal over such removal.

ARTICLE 8
SENIORITY AND OTHER ISSUES

Section 8.1. Bargaining unit seniority shall be computed on the basis of uninterrupted length of continuous service with the Agency.

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

- A. Absence while on approved leave of absence;
- B. Absence while on approved sick leave;
- C. Military leave;
- D. A layoff of eighteen (18) months duration or less.

Section 8.2. The following situations constitute an interruption in continuous service for which seniority is lost:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff for more than eighteen (18) months;
- D. Failure to return to work within fourteen (14) calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, or disability;
- E. Failure to return to work at the expiration of leave of absence;
- F. Resignation; and
- G. Leaving the bargaining unit for more than one hundred eighty (180) calendar days.

Section 8.3. Effective for employees hired following the signing of this Agreement, ties in seniority shall be broken by the affected employees drawing numbers from a box with the employee having the lowest number being the more senior. The Union Local President or designee shall be present at the drawing.

Section 8.4. The Employer shall post and provide the local Union President with a seniority list semiannually.

Section 8.5. The Employer shall provide the Union with the following list semiannually:

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

ARTICLE 9
VACANCIES AND POSTINGS

Section 9.1. The Employer shall determine when a vacancy exists. The Employer shall post, internally on one (1) bulletin board specified for such postings, vacancies which occur or are imminent within the Agency except in those cases where an employee is eligible for reinstatement from layoff to the vacant position. Each announcement shall specify the title and nature of the job, the required qualifications, rates of pay, and the deadline and place of application. Each announcement shall be posted for five (5) working days, including the date it was first posted. Any employee who wishes to be considered for a vacancy shall file a written application with the Director no later than the end of the posting period. Applications not timely filed shall not be required to be considered. Employee applicants bear the responsibility for ensuring that all verifications of qualifications are supplied to the Personnel Officer and/or in their personnel file prior to the expiration date of the posting. Employees who are on an approved vacation may file a written application with the Director not later than three (3) working days following the employee's return from the approved vacation. Job postings shall be sent to the Union President at the same time as posting.

Section 9.2. The Employer will consider the following criteria in selecting the successful applicant: seniority, experience, ability to perform the essential functions of the job; records of attendance and discipline, and education. All criteria will be considered equally important. Employee applicants shall be evaluated first for the vacancy where possible; however no guarantee exists that employees who meet minimum qualifications will receive the job. The Employer will select the most qualified applicant based on these criteria. In the event all of the above named criteria are equal, seniority shall be the deciding factor.

Section 9.3. When an employee is the successful candidate for a position, he or she shall be placed on the wage scale equal to his or her current step. In the event of a promotion, the employee shall be placed in the appropriate step that will afford the employee a minimum of a four percent (4%) increase.

Section 9.4. If a more senior employee is by-passed for selection, he or she may request a review of the choice through the grievance procedure based on his or her belief that he or she is equally or more qualified to perform the duties of the position than the applicant selected. The appealing employee bears the burden of proof that he or she is equally or more qualified than the person selected.

ARTICLE 10
PROBATIONARY PERIODS

Section 10.1. Every newly-hired employee will be required to successfully complete a probationary period. The probationary period for new employees shall begin on the first day for which the employee receives compensation from the Employer. All employees' new hire probationary period shall be for a period of one hundred twenty (120) working days. A newly hired probationary employee may be terminated any time during his or her probationary period and shall have no appeal over such removal.

Section 10.2. Any newly-promoted employee will be required to successfully complete a probationary period in his or her newly-appointed position. The probationary period for a newly-promoted employee shall begin on the effective date of the promotion and shall continue for a period of one hundred and twenty (120) working days. A newly-promoted employee may be returned to her former position any time during this probationary period. The Employer will conduct a performance evaluation at approximately midpoint during the probationary period and at least one additional evaluation prior to the end of the employee's promotional probationary period to ensure the employee's fitness to continue in the position. In the event a promoted employee is returned to their former position by the Employer or themselves during probation, the employee(s) subsequently displaced will have no right to file a grievance relating to their being returned to their former positions.

Section 10.3. Newly hired and promoted probationary employees shall not be eligible for promotion to any other position until they have completed their probationary period. A promoted employee may at any time prior to the one hundred twentieth (120) working day of the probationary period return to the former position held. Once an employee elects to return himself or herself to their former position, that employee is ineligible to bid on the same position for a period of six (6) months.

Section 10.4. For both new hire and promotional probationary periods, time spent on any leave of absence without pay and any paid leave of absence in excess of ten (10) working days shall not be counted as part of the probationary period. The probationary period shall be extended by a corresponding period of time. The Employer agrees to notify the employee and the Union of a probationary period extension.

ARTICLE 11 **LAYOFF AND RECALL**

Section 11.1. Layoff.

- A. When the Employer determines that a layoff or job abolishment is necessary, the Employer shall notify the affected employees and the Union ten (10) days in advance of the effective date of the layoff or job abolishment. If the employee's wages are paid through grant monies or restricted funds, and such monies or funds are terminated without prior notification to the Employer, the employee may be laid off effective immediately upon receipt of notice under this article, subject to the displacement and recall provisions of the remainder of this article. The Employer, agrees to discuss the impact of the layoff on bargaining unit employees with representatives of the Union.
- B. The Employer will first layoff all intermittent, casual, seasonal, and temporary employees except that this shall not apply to employees receiving compensation from a special project funding source.
- C. The Employer shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification. Employees shall be laid off within each classification in order of bargaining unit seniority within the classification of the affected layoff, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

Section 11.2. Bumping Rights. Any employee receiving notice of layoff shall have two (2) workdays following receipt to exercise any right to displace (bump) the least senior employee in the same classification. If there is none then the employee may displace (bump) the least senior employee in a lower classification in their classification series, provided that the employee has more seniority than the employee displaced. Classification series for the purposes of this article are set forth in appendix 1 to this agreement. Employees displaced pursuant to this provision may in turn displace, the least senior employee in a lower classification in the same classification series, provided the employee has more seniority than the employee displaced. This procedure shall continue successively until the last employee in the lowest classification in the classification series has been reached and, if necessary, laid off. Any employee displaced from his/her position shall have two (2) workdays to exercise her bumping rights.

Section 11.3. Recall.

- A. When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees to the classification from which they were laid off or any lower classification in the same classification series. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of eighteen (18) months after the effective date of the layoff.

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

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

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

ARTICLE 12
LABOR MANAGEMENT MEETINGS

Section 12.1. The Employer agrees that she or her designee(s) (up to four (4) total management representatives) shall meet with one (1) Union Staff Representative and three (3) representatives of the Union no less than quarterly at a mutually agreeable time and place to discuss matters which may include the following:

- A. Changes contemplated by the Employer that may affect bargaining unit employees;
- B. Ways to increase productivity and improve effectiveness;
- C. Issues of interest to bargaining unit employees;
- D. Health and safety;
- E. Matters of contract administration that are not subject to the grievance procedure.

The parties will submit to the other an agenda at least three (3) days prior to the meeting specifying the topics they wish to discuss and the Union will submit the names of the Union representatives who will be attending. Either party can call in experts or affected parties. It is further understood that either party can request a meeting prior to the quarterly meeting.

ARTICLE 13 **WORK RULES**

Section 13.1. The Employer or her designee(s), in order to carry out statutory mandates and goals, maintains the right to promulgate and enforce reasonable work rules, policies, procedures and directives, consistent with statutory authority, to regulate the conduct of employees and the conduct of services and programs. For the purposes of this article, all of the above shall be considered inclusive in the terminology of Work Rules.

Section 13.2. Work rules shall be applied uniformly under similar circumstances within the group or groups of employees to whom such rules are directed.

Section 13.3. Any additions or amendments to Employer generated agency-wide work rules shall be reduced to writing and posted on Department bulletin boards for a period of five (5) working days, and signed by all employees to acknowledge awareness of the addition or amendment within five (5) working days of the posting. A copy shall be provided to the Union President seven (7) calendar days prior to implementation. Any employee on a leave of absence, sick leave, or vacation shall be required to sign the acknowledgment within three (3) working days upon return to work. The posting of work rules in conspicuous and customary places shall constitute notice to all employees.

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

Section 13.4. All work rules relating to safety standards and safe practice procedures shall, in addition to being issued, be verbally communicated to each affected employee by the Department Head, or Employer's Safety Officer, or by the use of outside vendors for the conduct of awareness training.

ARTICLE 14 **WORK SCHEDULES**

Section 14.1. This article is intended to define the normal hours of work for bargaining unit employees in order to determine eligibility for overtime. Nothing in this article shall be

construed as a guarantee of work hours or as a restriction on Management's rights as specified in the Management Rights Article herein.

Section 14.2. The work period shall begin at 12:01 a.m. on Saturday and continue for seven (7) consecutive calendar days (one hundred sixty-eight (168) consecutive hours) ending at 12:00 midnight the following Friday.

Section 14.3. Except for positions specifically designated as part-time, the normal work schedule for full-time bargaining unit employees shall be forty (40) hours of work performed during the seven (7) day work period and the normal workday shall be either eight (8) hours per day or ten (10) hours per day during the months when the four (4) ten (10) hour work schedule is in effect.

Section 14.4. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting time unless overtime has been approved by the Employer. Employees shall obtain advance approval of the Employer before working any overtime.

Section 14.5. Except for classifications requiring special schedules based on operational needs, employees shall schedule their normal work hours between the hours of 7:00 a.m. and 5:00 p.m. Special schedules include the positions of: Front desk, Switchboard, AM custodians, PM custodians, Child Support payment window, Clerical support staff, and Security Guard. Positions working a special schedule (excluding AM Custodians and PM Custodians) must arrive and clock in for work no later than 8:00 a.m. on Monday, Tuesday, Thursday, and Friday, and will be assigned Wednesday start times to coincide with extended hours of operation.

Employees who expect to be absent shall call in to their immediate supervisor or designee no later than their scheduled starting time, or in no event later than 8:30 a.m., on each day of absence unless approved otherwise by their supervisor. Special schedules (excluding AM Custodians and PM Custodians) who expect to be absent shall call in to their immediate supervisor or designee no later than their scheduled starting time, or in no event later than the opening time of the lobby (8:00 a.m. on Monday, Tuesday, Thursday, Friday, and 7:30 a.m. on Wednesday.) The employee or a responsible adult living in the same household shall make the call-in in accordance with this section. Employees who report for work after 8:00 a.m. (except during 4/10s period) shall be required to take a one-half (1/2) hour lunch period.

Section 14.6. The practice of "protected time" shall be available between the hours of 7:00 a.m. and 8:00 a.m. on a daily basis. However, employees may schedule appointments prior to 8:00 a.m. to meet the needs of the client.

Section 14.7. The normal work schedule shall include either a one-half (1/2) or a one (1) hour unpaid lunch period, which shall be scheduled between the hours of 11:30 a.m. and 1:15 p.m.

Lunch periods for special schedules as defined above shall be scheduled by their supervisor based on operational needs, and may be scheduled other than the normal lunch hours cited above.

Employees shall clock out and in for lunch.

- A. If an appointment or walk-in can't be taken care of by 12:15 p.m., the employee can extend client contact without losing part of their one (1) hour lunch period following notification to their immediate or designated supervisor.
- B. If an employee clocks in at 7:05 a.m. and wants to take vacation or sick leave beginning with their lunch hour, he or she can clock out at 12:05 p.m. and not lose the twenty-five (25) minutes that would have been lost with the straight 12:00-1:00 p.m. lunch period.
- C. A missing arrival, lunch, and/or end of day punch shall be counted as a violation.
- D. Six (6) late periods/missing punches will be permitted within each six (6) month period beginning with the effective date of this Agreement.
- E. Employees assigned to a special schedule pursuant to Section 14.5 shall receive a one-half (1/2) hour unpaid lunch period to be taken approximately halfway through their workday.
- F. Employees shall sign out and in on their supervisors' log for breaks only when leaving the premises.

Section 14.8. The work schedule shall normally include two (2) fifteen (15) minute breaks. Breaks should be scheduled between the hours of 9:00 a.m. and 10:00 a.m. in the morning and 2:00 p.m. and 3:00 p.m. in the afternoon, unless specifically approved otherwise by the employees' supervisor. Breaks shall not be taken contiguous to the lunch period or the beginning or end of the assigned work period. Breaks shall not be accumulative and employees are not entitled to additional compensation if they are unable to take their breaks due to work load requirements.

Section 14.9. Employees who leave the Agency must clock out on their time clock.

Section 14.10.

- A. The seasonal four (4) ten (10) hour day schedule will begin the first full week of June and continue through the last full week of August. Employees wishing to work the 4/10s schedule must notify Human Resources in writing no later than the first workday of May.
- B. Positions not eligible to work the 4/10s schedule include Front Desk, Security Guard, AM Custodians, PM Custodians, Clerical support staff, CSEA Payment Window, and Training.
 - 1. All employees serving a probation period, initial hires, and newly promoted employees are not eligible to work the 4/10s schedule. All employees assigned to training will work a regular five (5) day, eight (8) hour schedule for the weeks training occurs.
 - 2. Once an employee has completed his or her probationary period he or she can opt for the 4/10s schedule starting with the next pay period.

- C. Eligible employees for the 4/10s work schedule will have a choice of establishing their workweek by exercising agency seniority in one (1) of two (2) schedules:

Shift A: Work ten (10) hours each day, Monday through Thursday with Friday off.

Shift B: Work ten (10) hours each day, Tuesday through Friday with Monday off.

Those employees choosing not to, or who are not eligible to work 4/10s, will work the regular five (5) day, eight (8) hour work schedule as Shift C.

- D. Employees wishing to stop participating in the 4/10s schedule may do so following submission of written notice to Human Resources:

1. The Monday following submission of a doctor's statement.
2. The Monday following submission of notice plus five (5) business days. Example: Worker submits notice on a Thursday to stop 4/10s schedule. Five (5) business days following would be the next Thursday. The Monday following that Thursday, the worker would revert to a regular five (5) day, eight (8) hour schedule.

An impact on other unit workers may result due to the necessity of schedule balance in each unit. Whenever practical, an equal number of Shift A and Shift B participants must be maintained in each unit. Workers going on or coming off 4/10s may affect other workers' option of Shift A or Shift B based on agency seniority. Adjustments may be necessary due to operational requirements. Concerns are not subject to the grievance procedure, but are to be addressed in Labor Management meetings.

- E. Employees on Shifts A or B will have the opportunity to start their day between 7:00 a.m. and 7:30 a.m. Employees on Shift C, who are not designated on a special schedule, will have the opportunity to start their day between 7:00 a.m. and 9:00 a.m.

Employees working the 4/10s schedule (Shifts A and B) must start their work day between 7:00 a.m. and 7:30 a.m. Employees who expect to be absent shall call into their immediate supervisor or designee no later than their scheduled starting time, or in no event later than 7:30 a.m., on each day of absence unless approved otherwise by their supervisor. The employee or responsible adult living in the same household shall make the call-in in accordance with this section.

Employees working the 5/8s schedule (Shift C) must start their work day between 7:00 a.m. and 9:00 a.m. Employees who expect to be absent shall call into their immediate supervisor or designee no later than their scheduled starting time, or in no event later than 9:00 a.m., on each day of absence unless approved otherwise by their supervisor. The employee or responsible adult living in the same household shall make the call-in in accordance with this section.

These conditions apply when the 4/10s work schedule is active (the first full week of June through the last full week of August). When the 4/10s work schedule is inactive, the

policy reverts back to existing language in Section 14.5 specifying all call off's must be made no later than their scheduled starting time, or in no event later than 8:30 a.m. (except for those on designated special schedules), on each day of absence unless approved otherwise by their supervisor.

Employees on all shifts will retain the right to choose a one-half (1/2) or a one (1) hour lunch period. Those employees working the 4/10s schedule and reporting to work at 7:30 a.m. MUST take a half (1/2) hour lunch period.

- F. In a week that a holiday falls, all employees will revert back to a five (5) day, eight (8) hour shift.
- G. Training opportunities/requirements and in-house training days will be scheduled Tuesdays through Thursdays during the 4/10s work schedule. In the event of unforeseen training or extenuating circumstances requiring Mondays and/or Fridays to be utilized for training, management reserves the right to temporarily suspend the 4/10s schedule for affected employees in order to maintain a fair and equitable work schedule. In these situations, employees would revert back to a 5/8s work schedule for the duration of the training program.

ARTICLE 15 **REASSIGNMENTS**

Section 15.1. Employees who are temporarily assigned in writing by the Employer to work in a higher classification shall be paid at the step of the higher classification which gives the employee at least a five percent (5%) hourly wage increase. Employees temporarily assigned to a lower classification shall continue to receive their current rate of pay.

ARTICLE 16 **NONDISCRIMINATION**

Section 16.1. The parties agree that the provisions of this Agreement shall be applied so as to not unlawfully discriminate because of age, ancestry, sex, race, color, religion, military status, genetic information, national origin, or disability. The Union and the Employer shall share equally the responsibility for implementing this section of the Agreement.

Section 16.2. Neither the Employer nor the Union shall discriminate against an employee because of Union membership or non-membership or any Union activity protected under O.R.C. 4117.

Section 16.3. All references to employees in this Agreement designate both sexes, and wherever the female/male gender is used it shall be construed to include female and male employees.

ARTICLE 17 **SAFETY AND HEALTH**

Section 17.1. 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 17.2. Employees are responsible for reporting unsafe conditions or practices; the Employer is responsible for correcting unsafe conditions or practices. Employees are responsible for properly using and caring for facilities, vehicles, equipment, tools, and supplies provided by the Employer and the Employer is responsible for safe and proper care of the same. A specific reporting procedure shall be established for each work unit. The responsible supervisor or Department Head shall note all reports of safety complaints and forward copies to the Safety Officer who shall forward copies to the Agency's Safety Committee members.

Section 17.3. An employee acting in good faith has the right to refuse to work under conditions she reasonably believes present an imminent danger of death or serious harm to herself or others, provided that such conditions are not such as normally exist or might reasonably be expected to occur in her position. Any incident of work refusal shall immediately be reported to the Safety Officer to determine what corrective action may be taken to eliminate or reduce the potential danger or hazard. The determination or recommendations of the Safety Officer shall not prevent the employee(s) from filing a safety complaint.

Section 17.4. When workplace engineering and work practice controls fail to adequately reduce safety hazards to an acceptable level, the Employer shall provide personal protective equipment. The equipment provided must be approved or certified by approving agencies. Failure to utilize or wear safety equipment and/or personal protective equipment where it has been deemed necessary shall subject the offending employee to disciplinary action.

Section 17.5. Employee exposure records (environmental monitoring and Material Safety Data Sheets), and accident reports shall be made available to the employee who is the subject of the record, or to her designated representative. Employee medical records including biological monitoring shall be made available to the employee, and to her designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

Section 17.6. The Safety Committee shall consist of the Employer's Safety Officer, two (2) additional Employer appointees, and three (3) bargaining unit members appointed by the Union. The parties shall provide to the other a list of its appointees for each agreement year not less than one (1) month prior to the anniversary date of this Agreement, or changes as they occur.

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

- A. To review all health and safety complaints and make recommendations for corrective action;
- B. To review all incident reports of work-related incidents and/or accidents which involve damage to equipment or vehicles and/or injury of employees or others. The committee shall not have the authority to determine whether safety violations have occurred or to recommend discipline;

- C. Shall immediately convene upon notice of a work refusal and shall perform the functions in conjunction with the Safety Officer as stated in Section 17.3;
- D. To recommend safety training programs and amendments, modifications, or additions to the Agency's safety program and/or policies;
- E. Make such recommendations as they deem necessary regarding safe work practices and methods, equipment, tools, and facilities;
- F. The committee's responsibility in general is to drive the Agency's safety program. The Employer's responsibility is to coordinate their efforts and monitor compliance with Occupational Safety and Health Administration requirements.

Section 17.7. Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to have his grievance heard before an arbitrator under the terms of this Agreement. The Union shall be bound to follow the redress procedure elected by the employee.

Section 17.8. The Safety Committee shall meet at least once quarterly. Additional meetings may be scheduled based on need.

Section 17.9. The Employer agrees to provide for employees in the classification of custodial worker, if the employee chooses, vaccination for Hepatitis B, at the Employer's expense, through the Health Department.

ARTICLE 18

MISCELLANEOUS

Section 18.1. Employees who are required to use his or her personal automobile for County business shall be reimbursed mileage at the rate approved by the Scioto County Commissioners following the employee's compliance with Department rules and regulations. Employees using privately-owned vehicles for County business must maintain and provide to the Employer a copy of a current, valid Ohio driver's license and must provide evidence of liability insurance prior to using their personal vehicle for County business.

Section 18.2. Expenses incurred for meals while on official Employer business will be reimbursed at maximum cost of forty seven dollars and fifty cents (\$47.50) per day with the proper submission of receipts and with the approval of the Employer. Expense reimbursement for meals is considered a taxable fringe benefit. Maximum reimbursement for meals shall be as follows and/or in accordance with this section:

Breakfast	\$10.00
Lunch	\$12.50
Dinner	\$25.00

An employee is eligible for such reimbursement only when travel has been authorized by the Employer, and when travel extends through a normal meal period. If a meal(s) is furnished with

the training, seminar, conference, etc., (excluding a continental breakfast, box lunches), no reimbursement will be provided for that meal.

If travel extends through breakfast and lunch, the amount reimbursable for breakfast and lunch may be combined but not to exceed twenty two dollars and fifty cents (\$22.50). If travel extends through lunch and dinner, the amount reimbursable for lunch and dinner may be combined but not to exceed thirty seven dollars and fifty cents (\$37.50).

When two (2) or more employees are attending the same conferences or meetings, said employees shall utilize a County vehicle, or the same vehicle, where practicable. Exceptions must be approved in advance by the Director or designee.

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

Section 18.3. Weather Emergencies.

- A. In the event a weather emergency is declared by the Governor or the Board of County Commissioners, employees shall be compensated for the number of hours for which they were scheduled to work during the emergency period but did not work by reason of such weather emergency.
- B. Employees not scheduled to work during the emergency because of scheduled vacation or compensatory time off or continuing sick leave shall not be charged for the leave.
- C. An employee who is absent, tardy, or who leaves work early with the Employer's permission on days when severe weather conditions interfere with travel but when no weather emergency has been declared by the Governor or the Board of County Commissioners, shall receive no pay for work missed. With the approval of the Employer, the employee may account for the time absent because of inclement weather by charging such time to the employee's vacation leave or compensatory time balance; otherwise, the employee shall be assessed leave without pay for the hours missed. Nothing in this section shall be construed to require the Employer to keep the work facility open beyond normally scheduled hours.
- D. Employees shall not charge sick leave for absences due to inclement weather.

ARTICLE 19
OVERTIME

Section 19.1. Overtime work shall only be performed and shall only be paid for when such overtime is authorized by the Director or authorized supervisory designee. The Director or supervisory designee shall be the sole judge of the necessity of overtime. The Employer will endeavor to make an equitable distribution of overtime opportunities based upon the agency seniority of employees in the same classification who are qualified to perform the work required. The Employer shall maintain and post an overtime roster by unit which shall show employees by

classification, name and agency seniority. The roster shall be reissued following a change. If there are errors in the distribution of overtime opportunities, the Employer shall attempt to correct such error by offering the affected employee the next overtime opportunity in the same classification if qualified to perform the work required. For purposes of Section 19.1 only and the distribution of overtime opportunities, the following units shall apply:

- A. Social Service Unit
- B. Income Maintenance Unit
 - 1. Family Support
 - a. Income Maintenance 2's
 - b. Income Maintenance 3's
 - 2. Fraud
 - 3. Benefit Recovery
- C. Training Unit
- D. Building Maintenance Unit
 - 1. Custodial
- E. CSEA Unit
- F. Support Staff Unit
 - 1. CSEA Support
 - 2. General (Income Maintenance)

Section 19.2. When an employee is required to work in excess of forty (40) hours during the seven (7) day work period, she shall be paid overtime pay for such time over forty (40) hours at the rate of one and one-half times (1/2) her 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. All overtime will be calculated after rounding to the nearest quarter of an hour.

Section 19.3. For purposes of determining an employee's eligibility for overtime, all hours in active pay status will be included.

Section 19.4. Whenever the Employer determines overtime is necessary to meet the operational needs of the Department, any or all employees may be required to work overtime.

Section 19.5. In lieu of overtime pay as provided in Section 19.2 above, the employee may request compensatory time.

Compensatory time shall be granted at the rate of one and one-half (1 ½) hours of compensatory time off for each hour of overtime worked. Compensatory time shall be utilized in one-fourth (¼) hour increments.

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

Compensatory time off will be granted at a time mutually agreeable to the employee and his or her supervisor. The employee shall submit a written request on a standardized form prior to taking compensatory time off, or immediately upon return to work following approved utilization.

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

Section 19.6. An employee who is called out to work and who reports for work during hours outside his or her regularly scheduled hours and which hours will not abut his or her regularly scheduled hours, shall receive four (4) hours of pay at the appropriate rate for such work performed. Any employee working hours outside his or her regularly scheduled hours, where such hours abut his or her regularly scheduled shift hours on the day in question, shall only be paid for actual hours worked at the appropriate rate of pay. Only hours actually worked under this section will be included in determining hours worked for overtime purposes under Section 19.2 above.

ARTICLE 20 **PAID LEAVES**

Section 20.1. Military Leave. Military leave shall be granted and applied pursuant to applicable state and federal laws.

Section 20.2. Court Leave. The Employer shall grant required leave with pay where an employee is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body of competent jurisdiction who can require or who can have a court require the employee's appearance.

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

The Employer will not pay employees for appearing in court for cases being heard in connection with the employee's personal matters, including, but not limited to criminal or traffic charges against the employee, domestic relations matters for the employee's family, juvenile court matters for the employee's family, etc. These absences may be leave without pay or available vacation leave at the discretion of the employee.

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

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

Employees who work a PM shift and serve jury duty shall have his/her shift changed to AM shift for days required to report for jury duty. Said employee must submit jury duty pay to the Employer. Employees are expected to report for work before and following jury duty if one (1) or more hours of time remain during the employee's designated eight (8) hour workday.

Section 20.3. Employees attending work-related classes as required by the Employer shall not lose time or pay for attending such classes.

Section 20.4. Employees shall receive four (4) days of personal leave per calendar year. Personal leave shall be charged in day (either eight (8) or ten (10) hour) increments. Personal leave requests must be approved in advance of usage and are subject to cancellation in case of emergency.

Newly-hired employees shall receive prorated personal leave based on their hire date, with employees hired during the first three (3) months receiving four (4) calendar days, employees hired in the second three (3) months receiving three (3) days, employees hired in the third three (3) calendar months receiving two (2) days, and employees hired in the last three (3) months receiving one (1) day.

Section 20.5. Bereavement Leave. Employees shall be granted four (4) days bereavement leave upon the death of a member of the employee's immediate family. Immediate family, for the purposes of this article is defined in Article 23 (spouse, child, mother, father, legal guardian, brother, sister, stepbrother, stepsister, grandparent, spouse's grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepdaughter, stepson, or other person who stands in the place of a parent) with the exception of aunt and uncle as addressed below. If additional time is needed, employees shall be permitted to use up to five (5) days of sick leave per Article 23, Section 23.1(E). Employees shall be granted two (2) days funeral leave for the death of aunt, uncle, niece or nephew.

Section 20.6. Upon advance notice with documentation of the event to be attended and at the reasonable discretion of the Director or designee, the Union President or designee may be granted one (1) day of paid leave per calendar quarter to attend conferences, conventions, seminars, training, and Union Executive Board meetings.

ARTICLE 21

LEAVE OF ABSENCE WITHOUT PAY

Section 21.1. The authorization of a leave of absence is a matter of administrative discretion. The Employer in each individual case will decide if a leave of absence is to be granted. Unpaid leaves of absence will not exceed three (3) months duration, unless an extension is requested by the employee and approved by the Employer for up to an additional three (3) month period, or as specified elsewhere in the Agreement.

Section 21.2. Except in cases of emergency, an employee must request an unpaid leave at least thirty (30) days in advance.

Section 21.3. An employee may only use a leave of absence for the reason for which it was granted. If the Employer determines that the leave is being used for a different reason, the

Employer may require the employee to return to work and/or may discipline the employee up to and including discharge.

Section 21.4. An employee may return from a leave of absence before the time granted for the leave expires, with the permission of the Employer.

Section 21.5. If an employee fails to return from leave upon the expiration of the leave, the Employer may consider the employee's failure to return as job abandonment, and may remove the employee from her job.

Section 21.6. The Employer may require an employee to be examined by a licensed physician of the Employer's choosing for the purpose of determining whether the employee is physically or mentally able to perform the substantial duties of her position. An employee found to be physically or mentally unable to perform the substantial duties by such physician shall be placed on sick or disability leave.

Section 21.7. The Employer shall place an employee returning from leave in the same or similar classification, if the original classification no longer exists, from which the employee took leave. If such classification no longer exists, the Employer shall treat the employee as if she were laid off from her classification.

Section 21.8. An employee may request a leave of absence without pay for maternity or disability purposes by submitting such request in writing to the Employer, subject to the requirements found within this article. A disability leave may be granted only when an employee has exhausted her accumulated sick and vacation leaves.

Section 21.9. The Employer may grant any employee a leave without pay for personal reasons, in accordance with the rules for leaves of absence in this Agreement.

Section 21.10. An employee is entitled to unpaid maternity or disability leave if declared incapacitated for the performance of the duties of her position by a licensed physician designated by the Employer. It is the employee's responsibility to request a disability leave since such leave is not granted automatically when the employee's sick leave has expired.

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

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

Section 21.11. Leave for male employees may be deducted from sick leave for care of the employee's wife and family during the post-natal period. Such sick leave shall be for a maximum period of five (5) consecutive days.

Section 21.12.

A. Pursuant to the Family and Medical Leave Act of 1993 and Section 585 of the National Defense Authorization Act for FY 2008, Public Law [110-181], FMLA leave may be

granted to an employee who has been employed for at least twelve (12) months by the Employer and who has provided at least 1,250 hours of service during the twelve (12) months before the leave is requested. The leave may be granted up to a total of twelve (12) weeks or twenty-six (26) weeks if applicable as next of kin for a military service member, during any twelve (12) month period for the following reasons:

1. Because of the birth of a child or placement for adoption or foster care of a child (12 weeks);
 2. 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 (12 weeks);
 3. Because of a serious health condition that makes the employee unable to perform her employment functions (12 weeks);
 4. For a "Military Qualifying Exigency" of an employee's spouse, son, daughter or parent who is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation in the National Guard or Reserves (12 weeks);
 5. As "Military Caregiver" in order to care for an employee's spouse, son, daughter, parent or next of kin of a covered service member with a serious injury or illness received in the line of duty (26 weeks).
- B. When the necessity for Birth or Placement Leave is foreseeable, the employee must so inform the Director not less than thirty (30) days before the date such Leave is to begin, but if the date of the birth or adoption requires the Leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable.
- C. Care Leave or Illness Leave may be taken intermittently when medically necessary. If intermittent Care or Illness Leave is foreseeable based on planned medical treatment, the Employer may require the requesting eligible employee to transfer temporarily to an available alternative position for which the employee is qualified and that (1) has equivalent pay and benefits, and (2) better accommodates recurring periods of leave than the regular employment position of the employee.
- D. When the necessity for Care or Illness Leave is foreseeable based on planned medical treatment, the employee is obligated:
1. To make a reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the Employer, subject to the approval of the treating health care provider; and
 2. To provide the Employer with not less than thirty (30) days notice before the beginning date of the Leave, but if the date of treatment requires Leave to begin in less than thirty (30) days, such notice as is practical shall be given.

- E. An eligible employee who is granted Intermittent Care or Illness Leave is required to make a reasonable effort to schedule treatment so as not to disrupt unduly the operations of the Employer (subject to health care provider approval) and to give the Employer not less than thirty (30) days notice before the date the Leave is to begin, except that if treatment requires Leave to begin in less than thirty (30) days, notice as is practical is required. The employee must also provide the Employer with a health care provider certification as to the date on which the treatment is expected to be given and the duration of such treatment.
- F. The employee must provide the Employer with certification of the condition giving rise to the request for leave from a health care provider. The Employer, at Employer expense, may require a second opinion on the validity of the certification. Should a conflict arise between health care providers, a third and binding opinion, at Employer expense will be sought. An employee qualifying for FMLA leave must use all sick leave, vacation, compensatory and personal leave, then unpaid leave if applicable except that the employee may, at the employee's option, retain up to sixteen (16) hours of any combination of vacation and/or personal leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks. In any case in which a husband and wife entitled to family leave are both employed by the Employer, the aggregate number of workweeks of leave to which both may be entitled may be limited to twelve (12) weeks during any twelve (12) month period if such leave is taken because of the birth of a child or placement for adoption or foster care of a child or to care for a sick parent who has a serious health condition. The employee will be responsible for her share of the health insurance cost (if any) during the leave. If the employee does not return from the leave, she is responsible for the total insurance premium paid by the Employer unless the reason for not returning is directly due to the medical condition of the employee. Employees who utilize Family and Medical Leave shall not lose seniority. Employees shall return to the same position, or similar position if the original position no longer exists.
- G. Military Qualifying Exigency Leave. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves, or has been notified of an impending call or order to active duty, in support of a contingency operation is entitled to a total of twelve (12) weeks of leave in a single twelve (12) month period to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. An employee qualifying for FMLA Military Exigency Leave must use all sick leave (if applicable under Article 23), vacation, compensatory and personal leave, then unpaid leave if applicable, except that the employee may, at the employee's option, retain up to sixteen (16) hours of any combination of vacation and/or personal leave. The total amount of family leave paid and unpaid will not exceed a total of twelve (12) weeks.
- H. Military Caregiver Leave. FMLA also includes a special military caregiver leave entitlement that permits an eligible employee who is a spouse, son, daughter, parent or next of kin of a covered service member with a serious injury or illness to take up to a

total of twenty-six (26) weeks of leave to care for a covered service member during a single twelve (12) month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. An employee qualifying for FMLA Military Caregiver Leave must use all sick leave, vacation, compensatory and personal leave, then unpaid leave if applicable, except that the employee may, at the employee's option, retain up to sixteen (16) hours of any combination of vacation and/or personal leave. An eligible employee is limited to a combined total of twenty-six (26) weeks of leave for any FMLA-qualifying reason during the single twelve (12) month period. (Only twelve (12) of the twenty-six (26) weeks total may be for a FMLA-qualifying reason other than to care for a covered service member.)

It is intended that this article comply with the Family and Medical Leave Act of 1993 and Section 585 of the National Defense Authorization Act for FY 2008, Public Law [110-181] and the Employer may promulgate policies in furtherance of the Family and Medical Leave Act that are not inconsistent with this Agreement.

Section 21.13. Union Leave. Union delegates or alternates to the annual conventions of the Union Council and the biennial conventions of AFSCME AFL-CIO and/or employees designated by the Union to attend meetings or perform union-related duties may be granted time off without pay for the purpose of participating in such conventions and/or attend meetings or conduct union-related duties, not to exceed ten (10) total days per year. Employees may opt to use vacation. As much advance notice as is practicable of such attendance or usage shall be required and given to the Director or designee, identifying the employee and requested date(s) of usage.

Section 21.14. A bargaining unit member who accepts a full-time assignment with the Union at the state or national level, for no less than six (6) months and no longer than two (2) years, shall be granted a leave of absence for such assignment. The bargaining unit member shall continue to accrue seniority but no other benefits during such leave. The bargaining unit member must apply for such leave two (2) weeks prior to the date they wish to be released, and annually thereafter on the anniversary date of such leave. A bargaining unit member who fails to apply annually shall stand voluntarily terminated.

ARTICLE 22 **JOB DESCRIPTIONS**

Section 22.1. The Employer agrees to provide the Union with a copy of the current job descriptions and as they are revised agrees to provide employees with a copy of their job description.

ARTICLE 23
SICK LEAVE

Section 23.1. For each completed eighty (80) hour pay period in active pay status, an employee earns 4.6 hours of sick leave. The amount of sick leave time any one (1) employee may accrue is unlimited. Sick leave shall be charged in minimum units of one-fourth (1/4) hour. Employees absent on approved sick leave shall be paid at the regular rate.

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

- A. Illness of the employee or illness of the employee's immediate family;
- B. Exposure of the employee to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;
- C. Medical, dental, or optical examination or treatment of employee or a member of her immediate family;
- D. Childbirth and/or related medical conditions of the employee or spouse;
- E. Death of a member of her immediate family [sick leave usage limited to time actually required: to attend funeral, make necessary funeral arrangements and to take care of related matters. Maximum usage is limited to five (5) working days].

Section 23.2. When an employee is unable to report to work, she or a responsible adult living in the same household shall notify her immediate supervisor or other designated person no later than her scheduled reporting time, and in no event later than 8:30 a.m. (unless on a designated special schedule as defined in Section 14.5) on each day of absence, unless other arrangements are made in advance with the employee's supervisor. Failure to do so may result in denial of sick leave and/or appropriate disciplinary action.

Upon return to work an employee shall complete an application for sick leave form to justify the use of sick leave within twenty-four (24) hours to their supervisor. The Employer shall, when an employee utilizes sick leave for medical appointments or where an absence is for forty (40) consecutive hours or more, require the employee to furnish a certificate from a physician, dentist, or other medical practitioner stating that the employee was unable to perform her duties during the period of absence and is able to report to work.

For the purposes of this article, immediate family is defined as only spouse, child, mother, father, legal guardian, brother, sister, stepbrother, stepsister, grandparent, spouse's grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepfather, stepmother, stepdaughter, stepson, employee's aunt, employee's uncle, legal guardian or other person who stands in the place of a parent.

Section 23.3. Employees who transfer between departments or agencies, or from other public employment, or who are reappointed or reinstated within ten (10) years of prior public service

employment will be credited with unused balance of sick leave upon submission of certification of employment and sick leave balances from previous employers.

Section 23.4. The Employer may investigate any employee's absence.

Section 23.5. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Falsification of applications for sick leave, or the filing of sick leave applications and documentation with intent to defraud, shall result in the disapproval of sick leave and shall be grounds for disciplinary action, up to and including discharge.

Section 23.6. The Employer may require an employee to take an examination, conducted by a licensed physician, psychiatrist or psychologist selected by the Employer, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave or disability leave. The cost of the examination shall be paid by the Employer.

Section 23.7. In accordance with this article, payment of accrued, but unused, sick leave will be made to each employee, having five (5) or more years of continuous service with the Employer, upon disability or service retirement under the Public Employees Retirement System, from active service with the Employer. Such payment shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee, and the amount of such payment shall be limited to fifty percent (50%) of the employee's accrued, but unused, sick leave hours, up to a maximum of sixty (60) days.

ARTICLE 24 **LEAVE DONATION**

Section 24.1. Purpose

The intent of Leave Donation is to allow Scioto County Dept. of Job and Family Services employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to a catastrophic illness or injury of the employee or the employee's spouse, child or parent. Leave may not be transferred outside the Agency to other departments in Scioto County.

Section 24.2. Definitions

For the purpose of this policy, the following shall apply:

Spouse: Husband or Wife.

Child: A son or daughter, including a child eighteen (18) years or over, who is incapable of self-care because of a mental or physical disability.

Parent: Biological parent or an individual who stands in the place of a parent to the employee (in loco parentis). In-laws are NOT included in the definition of "parent."

Serious Health Condition: A condition as approved under FMLA guidelines. This may include a catastrophic illness, injury, impairment, or physical/mental condition that involves a period of incapacity or treatment that requires absence from employment and also includes continuing treatment of chronic or long-termed incurable conditions.

Calendar Year: January 1 through December 31.

Recipient: The employee in need and approved to receive donated leave.

Donator: The employee volunteering to donate their leave.

Section 24.3. Eligibility

- A. Receipt of Donated Leave: An employee may receive donated sick leave equivalent up to the number of hours the employee is normally scheduled to work each pay period. Employees may receive a maximum of twelve (12) weeks (480 hours) of donated leave during a calendar year.
- B. Eligibility for receipt of donated sick leave is contingent on the following criteria:
 - 1. The Recipient has a current authorized FMLA serious health condition and has submitted appropriate documentation and verification of the condition. Donated leave runs concurrent with FMLA;
 - 2. The Recipient has completed her new hire probationary period;
 - 3. The Recipient has exhausted all accrued leave (sick leave, vacation, personal days and compensatory leave), including the exhaustion of the sixteen (16) hours option permitted in FMLA. No leave donation will be permitted until all leave has been exhausted;
 - 4. The Recipient has applied for any other paid leave program if applicable, (Workers' Compensation or OPERS Disability) and is only eligible for leave donation while in waiting for the applied benefit decision;
 - 5. Leave taken under this program will be included and is subject to the twelve (12) week limits of the Family and Medical Leave Act;
 - 6. The Recipient has no abuse or patterned use of sick leave; and
 - 7. The Recipient agrees to accept the sick leave under the terms of this policy and completes the "Application to Receive Donation Leave" form. (See Human Resources officer.)
- C. Donation of Leave: Employees are eligible to donate leave contingent on the following criteria:
 - 1. The Donator voluntarily elects to donate sick leave and does so with the understanding that donated leave will not be returned;

2. The Donator donates a minimum of hours equivalent to one (1) of the recipient's regularly scheduled workdays, and a maximum of eight (8) or ten (10) hours in one (1) day increments. Donated leave is subject to a maximum of one hundred-twenty (120) hours annual donation;
3. The Donator retains a sick leave balance of at least eighty (80) hours after the donation; and
4. The Donator completes an "Application to Donate Leave" form. (See Human Resources officer.)

Section 24.4. Administration

The leave donation program shall be administered on a pay period to pay period basis. The Employer shall review the Application to Receive Donated Leave and the Application to Donate Leave to assure compliance with this policy. Donations of leave will be recorded in the order of their submission and will not be considered actually donated nor be deducted from the Donator's balance or credited to the Recipient's balance until the pay period such leave is actually used. Unused donation application shall be returned to the Donator. The Recipient using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by the Recipient while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received. Donated leave shall be considered sick leave but shall never be converted into a cash benefit. The Human Resources Dept. shall maintain such records as are necessary for the administration of this program.

Section 24.5. Certification

Employees who wish to donate leave shall certify:

- A. The name of the employee for whom the donated leave is intended;
- B. The number of hours to be donated;
- C. That the employee will have a minimum sick leave balance after donation of at least eighty (80) hours of sick leave; and
- D. That the leave is donated voluntarily and the employee understands that the donated leave will not be returned.

Section 24.6. Confidentiality

The Employer shall ensure that no employees are forced to donate leave. The Employer shall respect an employee's right to privacy, however the Employer may, with the permission of the employee who is in need of leave, inform employees of their co-worker's critical need for leave donation from employees. The donation of leave shall occur on a strictly confidential and voluntary basis.

Section 24.7. Donating sick leave for the purpose of the Leave Donation Program will not be considered usage under the Sick Leave Exchange Incentive program.

Section 24.8. Decisions affecting Donator/Recipient eligibility rest exclusively at the discretion of the Employer and are not subject to appeal or grievance.

Section 24.9. Employees wishing to donate or receive donated leave may pick up applications in the Human Resources Department.

ARTICLE 25 **HOLIDAYS**

Section 25.1. In lieu of holidays provided by law, which would not include the Day After Thanksgiving and Christmas Eve, holidays for full-time employees in this bargaining unit shall be as follows:

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

Section 25.2. The length of each holiday above shall be equal to the length of the employee's normally scheduled workday. Any employee required to work on one (1) of the recognized holidays is entitled to receive compensation at the rate of one and one-half (1 ½) times her regular holiday pay.

Section 25.3. In the event any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 25.4. If a holiday occurs while an employee is on vacation such vacation day will not be charged against her vacation leave.

ARTICLE 26 **VACATION**

Section 26.1. Full-time forty (40) hour per week employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon length of service with the Employer as follows:

<u>Length of Service</u>	<u>Vacation</u>	<u>Credit Per Pay Period</u>
less than 1 year	Upon completion of probation	as accrued at 3.1 hours
1 year but less than 8 years	80 hours	3.1 hours
8 years but less than 15 years	120 hours	4.6 hours

15 years but less than 25 years	160 hours	6.2 hours
25 years or more	200 hours	7.7 hours

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

Section 26.2. For the purposes of this article hours worked shall be defined as hours actually worked, paid sick leave, vacation leave, and authorized paid holidays. No vacation is earned while an employee is in no-pay status, or while on paid overtime. Prorated credit shall be given for any part of a pay period. Under no circumstances may an employee take vacation prior to its being earned. A one time lump sum of forty (40) hours vacation credit is added at the beginning of eight (8), fifteen (15), and twenty-five (25) years of employment in addition to the increased rates of accrual.

Section 26.3. Vacation leave shall be taken in minimum units of one-fourth (1/4) hour.

Section 26.4. Employees shall be entitled to vacation service credit or prior service credit for tenure with the State or any other political subdivision of the State of Ohio.

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

Section 26.5. No vacation leave shall be carried over for more than three (3) years.

Section 26.6. Vacation scheduling is subject to the advanced approval of the Department supervisor. Requests for vacation leave may be scheduled solely at the discretion of the supervisor based on operational needs. Vacation requests will not be unreasonably denied.

Excess vacation leave not approved for carry over shall not be paid or taken and shall be eliminated from the employee's leave balance.

Section 26.7. Employees are not permitted to work rather than take vacation leave and be paid for hours worked plus vacation pay.

Section 26.8. Upon separation from the Employer's payroll, an employee shall be entitled to compensation at her current rate of pay for all accrued and unused vacation leave to her credit at the time of separation up to three (3) years maximum accumulation. An employee shall forfeit her right to take or be paid for any vacation leave to her credit which is in excess of her accrual for three (3) years. In the case of the death of the employee, the unused vacation leave credit of such employee shall be paid to the deceased employees' spouse or the estate if there is no surviving spouse.

ARTICLE 27 **TUITION/TRAINING**

Section 27.1. 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 and at the sole discretion of the Director, or designee, make available to all

employees the training it deems necessary for the performance of the employees presently assigned duties.

Section 27.2. Employees required by the Employer and/or authorized in writing to participate in job related training shall not suffer loss of wages or benefits.

Employees required to travel to job-related training shall utilize a County vehicle. If a County vehicle is not available or as otherwise approved by the Director, employees may utilize their personal vehicle provided they have complied in advance with Section 18.1 of this Agreement.

Section 27.3. Tuition Reimbursement.

- A. Subject to the availability of funds and restrictions as follows, the Employer agrees to place \$1500 per fiscal quarter to be used for tuition reimbursement.
1. Tuition reimbursement will be on a first come, first served basis and will only be considered for those job-related courses at an Ohio accredited college or university leading to an agency-approved degree. Non-job-related, recreational or correspondence courses shall not be eligible for reimbursement.
 2. The employee must be full-time and must have worked for the Employer for one (1) continuous year.
 3. Course(s) must be approved in advance by the Director or designee, and only those not covered under TOPS will be considered.
 4. Prior to reimbursement, the employee must submit a transcript or evidence that at least a "C" was earned in the course.
 5. Tuition reimbursement shall be limited to one (1) academic course per academic quarter or semester.
 6. Providing the above criteria are met, reimbursement shall be made in a method acceptable to the Agency and County Auditor, and in no case more than thirty (30) days following final approval.
- B. Determinations by the Director or designee under this section are not subject to the arbitration procedure.

ARTICLE 28
INSURANCE

Section 28.1. Employees who opt for coverage agree to contribute by payroll deduction up to fifteen (\$15.00) dollars per month for single, and up to thirty (\$30.00) dollars per month for family, towards the cost of health insurance premiums.

Effective January 1, 2017, the parties shall reopen Article 28 – Insurance and Article 29 – Wages in accordance with ORC 4117.

Effective January 1, 2018, the parties shall reopen Article 28 – Insurance and Article 29 – Wages in accordance with ORC 4117.

Section 28.2. The Employer shall retain the ability to determine the carrier and nature of the plan to be provided to employees and to implement cost containment provisions or procedures. Where there are changes in the health insurance carrier or plan the Employer shall notify the Union and employees of the changes and provide the Union with the opportunity for review and comment if requested.

Section 28.3. The Employer agrees to pay to the AFSCME Care Plan the amount of \$73.25 per bargaining unit employee per month for the following coverages: Dental 2, Vision 3, Hearing, Prescription, and Life.

Section 28.4. The Employer agrees to pay \$3,600.00 to employees who do not utilize the Health Insurance Plan offered. The employee must be full-time, cannot carry the medical insurance offered by the agency and must provide proof of other medical insurance to be eligible for the payout.

Payment will be made the second pay in January, for the previous year, provided the employee completed the entire year without being on the Employer’s Health Insurance Plan and submits proper paperwork for the payout.

If an employee is on the plan and his or her spouse is also an employee of the county, neither qualifies for the payment. There is also no partial payment for new hires.

If an employee has opted-out of health insurance but a qualifying event has occurred causing the employee to go back on health insurance, the employee will receive a pro-rated amount at \$300.00 per month for each month the health insurance was not carried.

ARTICLE 29 **WAGES**

Section 29.1. Effective the first day of the first full pay period following January 1, 2016, all permanent bargaining unit employees shall receive a three percent (3%) per hour across-the-board wage increase to those pay ranges and steps as is identified in Appendix 2.

Section 29.2. Effective January 1, 2017, the parties shall reopen Article 28 – Insurance and Article 29 – Wages in accordance with ORC 4117.

Section 29.3. Effective January 1, 2018, the parties shall reopen Article 28 – Insurance and Article 29 – Wages in accordance with ORC 4117.

Section 29.4. Employees shall be hired at Step 1. Employees will move from Step 1 to Step 2 upon completion of their probationary period. After one (1) year of service in Step 2 the employee will move to Step 3. Further step movement will continue each year until the employee has reached the top step in the pay range. Employees who are promoted (to a position with a higher pay range) shall be placed in the next succeeding step in their new job's pay range

which provides them with a minimum of four percent (4%) increase in wage, and shall advance through the remaining steps (if any) in accordance with this article.

Section 29.5.

- A. Beginning on the first day of the pay period within which the employee completes five (5) years of total service with the Employer, each employee shall receive an automatic salary adjustment equivalent to two and one-half percent (2.5%) of the base rate. Each employee shall receive thereafter an annual adjustment equivalent to one-half of one percent (.5%) of his or her applicable longevity base rate, until a maximum of ten percent (10%) of the employee's classification longevity base rate is reached.
- B. In the calculation of any wage increase or supplement, including the minimum wage rate increase following a reclassification, pursuant to Article 28, or a reassignment pursuant to Article 15, the longevity pay supplement shall not be included in the base rate or wage rate.
- C. Longevity pay adjustments shall become effective at the beginning of the pay period within which the employee completes the necessary length of service. Time spent on authorized leave of absence shall be counted for purposes of longevity pay.

ARTICLE 30
OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM (OPERS)

Section 30.1. The Employer agrees to pass a resolution permitting the Scioto County Auditor to pick-up through the salary reduction method the contributions of bargaining unit employees to the Ohio Public Employees Retirement System.

The Employer shall then request approval, if required by OPERS, from the Internal Revenue Service of the plan to ensure that such picked up contributions are deductible from the employees' gross salaries for Federal tax purposes.

Upon receipt of a favorable IRS private letter ruling if required, the Employer will request the Scioto County Auditor to report the employees' contributions to the pension fund as picked up by the Employer.

Section 30.2. The Union agrees that this method of "pick-up" is one which requires no additional outlay of monies by the Employer and agrees that the "pick-up" shall not be effective until after the Employer receives the favorable IRS ruling if required and approval from OPERS to proceed with the plan.

ARTICLE 31
DRUG TESTING

Section 31.1. Post-Offer, Pre-Employment Drug Testing. As a condition of employment, all candidates will be required to undergo a post-offer, pre-employment drug screen/test. Any offer of employment depends upon satisfactory completion of this screening and the determination by the test results that the candidate is drug free.

Section 31.2. Reasonable Suspicion. Drug/alcohol testing may be conducted on employees upon reasonable suspicion. Reasonable suspicion that an employee used or is using a controlled substance or alcohol in an unlawful or abusive manner may be based upon, but not limited to:

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

Section 31.3. Post-Accident Testing. Post-accident testing will be conducted whenever an accident occurs, regardless of whether there's an injury, when under the circumstances there exists reasonable suspicion that the employee may be under the influence of drugs and/or alcohol. An accident is an unplanned, unexpected or unintended event that occurs on county property, during the conduct of business, or during working hours, or which involves one of the agency's motor vehicles or motor vehicles that are used in conducting company business, or is within the scope of employment, and which results in any of the following:

- A. A fatality of anyone involved in the accident;
- B. Bodily injury to the employee and/or another person that requires off-site medical attention away from the Agency;
- C. Vehicular damage in apparent excess of \$500; or
- D. Non-vehicular damage in apparent excess of \$500.

The Employer reserves the right to determine who may have caused or contributed to a work-related accident and may choose not to test after minor accidents if there is no violation of a safety or work rule, minor damage and/or injuries and no reasonable suspicion.

Section 31.4. Prohibition Against Use of Test Results in Criminal Prosecution. Drug/alcohol testing shall be conducted solely for administrative purposes and the results obtained shall not be used in criminal proceedings. Under no circumstances may the results of drug/alcohol screening or testing be released to a third party for use in a criminal prosecution against the affected employee. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the initial reagent testing results alone.

Section 31.5. Drug Testing Procedures. All drug screening tests shall be conducted by laboratories certified by the federal government. No test shall be considered positive until it has gone through the initial screening test and a second confirmatory test with both results confirming positive. The procedures utilized by the Employer and testing laboratory shall include an evidentiary chain of custody control. All samples collected shall be contained in two (2) separate containers for use in the prescribed testing procedures. All procedures shall be outlined in writing and this outline shall be followed in all situations arising under this article.

Section 31.6. Alcohol Testing Procedures. Alcohol testing shall be done in accordance with the law of the State of Ohio to detect drivers operating a motor vehicle under the influence. A positive result shall entitle the Employer to proceed with sanctions as set forth in this article.

Section 31.7. Test Results/Refusal to Submit to Testing. The results of the testing shall be delivered to the Employer and the employee tested. An employee whose confirmatory test result is positive shall have the right to request a certified copy of the testing results in which the vendor shall affirm that the test results were obtained using the approved protocol methods. The employee shall provide a signed release for disclosure of the testing results. A representative for the bargaining unit shall have a right of access to the results upon request to the Employer, with the employee's consent. Refusal to submit to the testing provided for under this Agreement will be considered a positive test result and shall be grounds for discipline up to and including termination.

Section 31.8. Confirmatory Testing.

- A. If the initial drug screening test is positive, a confirmatory test shall be conducted utilizing the fluid from the second container collected in the manner prescribed above.
- B. In the event the second test confirms the results of the first test, the Employer may proceed with the sanctions as set forth in this article.
- C. In the event that the second test contradicts the result of the first test, the employee shall be given the benefit of the doubt and no sanctions shall be imposed.

Section 31.9. Rehabilitation/Detoxification Programs. If the testing required above has produced a positive result the Employer may require the employee to participate in any rehabilitation or detoxification program that is covered by the employee's health insurance. It is the employee's responsibility to research, locate, and enter into a rehabilitation or detoxification program no later than thirty (30) calendar days from the Employer's receipt of the positive test result. Discipline allowed by the positive findings provided for above shall be deferred pending rehabilitation of the employee within a reasonable period. An employee who participates in a rehabilitation or detoxification program shall be allowed to use sick time, compensatory days, vacation leave, and personal days for the period of the rehabilitation or detoxification program. If no such leave credits are available, the employee shall be placed on medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program, and upon receiving results from a retest demonstrating that the employee is no longer abusing a controlled substance, the employee shall be returned to her former position. Such employee may be subject to periodic retesting upon her return to her position for a period of one (1) year from the date of her return to work. The Employer may conduct four (4) tests of

an employee during the one (1) year period after the employee has completed a rehabilitation or detoxification program as provided above. Any employee in a rehabilitation or detoxification program in accordance with this article will not lose any seniority or benefits, should it be necessary for the employee to be placed on medical leave of absence without pay, for a period not to exceed ninety (90) days.

Section 31.10. Discipline. If the employee refuses to undergo rehabilitation or detoxification, or does not follow the rehabilitation or detoxification program in good faith, or tests positive during a retesting within one (1) year after her return to work from such a program, the employee shall be subject to disciplinary action, including removal from her position and termination of her employment.

Section 31.11. Payment of Testing Costs. Costs of all drug screening tests and confirmatory tests shall be borne by the Employer except that any test initiated at the request of the employee shall be at the employee's expense.

Section 31.12. The provisions of this article shall not require the Employer to offer a rehabilitation/detoxification program to any employee more than once.

Section 31.13. This article shall work in conjunction with the Scioto County Drug Free Workplace Policy as found in Appendix 3.

ARTICLE 32

WAIVER OF OHIO CIVIL SERVICE LAWS

Section 32.1. The Employer and the Union agree that for purposes of this Agreement, all provisions of the Ohio Revised Code and Ohio Administrative Code pertaining to personnel and payroll reporting requirements to the Ohio Department of Administrative Services do not apply to bargaining unit employees.

Section 32.2. The parties further agree, except as otherwise provided by ORC 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 the Civil Service examinations must be provided to the Employer, when requested, for selection of original appointments.

ARTICLE 33

NO STRIKE/NO LOCKOUT

Section 33.1. The Employer and the Union realize that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

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

Section 33.2. Should any employee(s) engage in a sick call work stoppage, strike, sympathy strike or slowdown, upon notification by the Employer the Union will prepare a letter addressed to the Employer, and all bargaining unit employees, stating "the strike action is not sanctioned by the Union and that all employees should return to work immediately," signed by the ranking Union officer of the Local.

Nothing in this article shall be construed to limit or abridge the Employer's right to seek any available legal remedies against the Union or its bargaining unit members to deal with any unauthorized or unlawful strike, or to impose discipline including discharge upon those employees violating this article. A grievance may be filed on the issue of whether any employee was actually engaged in a strike, work stoppage or slowdown, or other concerted activity as outlined in Section 32.1(A) of this article.

Section 33.3. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit members during the term of this Agreement, unless those members have violated Section 32.1 of this article.

ARTICLE 34 **WAIVER IN CASE OF EMERGENCY**

Section 34.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Scioto County Board of Commissioners, or the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of this Agreement may be temporarily suspended by the Employer:

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

Section 34.2. Upon the termination of the emergency, grievances filed prior to the emergency shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance(s) had properly progressed, prior to the emergency.

ARTICLE 35 **WELFARE REFORM**

Section 35.1. The parties to this Agreement recognize and support the federal and state social goals to move welfare recipients into permanent unsubsidized employment. Such a move requires on-the-job skilling. Such work should be fair to participants and designed to improve the likelihood of meaningful employment in the public and private sectors by providing skills to participants and a positive job reference.

Section 35.2. The Employer agrees not to use welfare recipient workers that would cause a layoff or an erosion of bargaining unit employees.

ARTICLE 36
SICK LEAVE INCENTIVE EXCHANGE

Section 36.1. If an employee's sick leave usage in any calendar quarter of a calendar year falls within the categories listed below, the employee may choose to trade in some of his or her sick leave accumulation according to the following schedule and conditions.

0 hours used	Exchange 10 hours for \$175
0+ to 12 hours	Exchange 8 hours for \$140

Section 36.2. To be eligible to exchange sick leave, the employee's sick leave balance must not fall below forty (40) hours as a result of the exchange.

Section 36.3. For purposes of this section, the calendar year shall begin the first day of the first full pay period after January 1, 2006, and shall be divided into four (4) approximately equal portions, the first consisting of seven (7) pay periods, the second six (6) pay periods, the third seven (7) pay periods, and the fourth consisting of six (6) pay periods.

Employees requesting to trade in sick leave shall be required to complete the designated form and turn it in to the Employer no later than the last day of each calendar period they are requesting payment.

ARTICLE 37
ISSUANCE OF PAYCHECKS

Section 37.1. Effective September 22, 2000, all new employee's paychecks shall have one (1) pay period wages held back to be paid when the employee severs with the Agency.

ARTICLE 38
SUBCONTRACTING

Section 38.1. The Employer agrees to not contract-out services that will result in the layoff of any employee in the bargaining unit.

ARTICLE 39
P.E.O.P.L.E.

Section 39.1. Provided that a minimum of ten percent (10%) of bargaining unit employees authorize and maintain such authorization, the Employer agrees to the bi-weekly payroll deduction of voluntary contributions authorized by bargaining unit members to the AFSCME P.E.O.P.L.E. Fund. Once an employee authorizes such a deduction, it shall continue until such time as the employee revokes his or her authorization in writing. The amount authorized by the employee may be changed no more than once annually and will be effective thirty (30) calendar days after notice is received by the Employer. If participation falls below the minimum ten percent (10%), the Employer agrees to meet and discuss such issue with the Union prior to canceling any deductions authorized by this article.

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

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

ARTICLE 40 **DURATION**

Section 40.1. This Agreement shall be effective as of January 1, 2016 and shall remain in full force and effect through midnight, December 31, 2018. Notice to negotiate a successor agreement shall be given by either party no sooner than one hundred twenty (120) days, but not later than sixty (60) days prior to the expiration date of this Agreement.

Section 40.2. The date, time, place, and other conditions for negotiating sessions shall be established by mutual agreement between the parties.

SIGNATURE PAGE

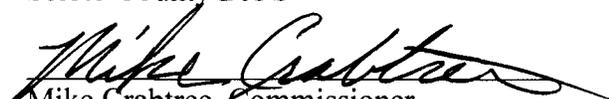
IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representative this 24th day of November, 2015.

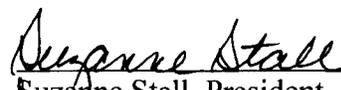
FOR THE SCIOTO COUNTY
DEPARTMENT OF JOB AND FAMILY
SERVICES

FOR AFSCME, OHIO COUNCIL 8

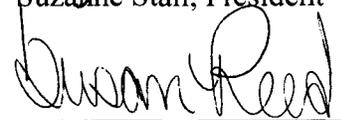

Paige Robbing, Director
Scioto County DJFS


John Johnson, Staff Representative
AFSCME/Ohio Council 8

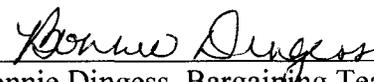

Mike Crabtree, Commissioner

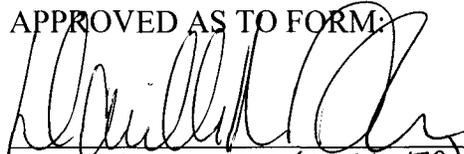

Suzanne Stall, President


Doug Coleman, Commissioner


Susan Reed, Vice President


Bryan Davis, Commissioner


Bonnie Dingess, Bargaining Team Member

APPROVED AS TO FORM:

Prosecuting Attorney (0676479)

APPROVED
BOARD OF COUNTY COMMISSIONERS
SCIOTO COUNTY, OHIO
Commissioners Joint
Journal 87 Page 242
Date 11-24-15

APPENDIX 1
CLASSIFICATION SERIES

CSEA/Fraud Classification Series

Classification Title	Pay Range
Investigator 3	29
Training Officer 1 (CSEA)	29
Investigator 2	27
Account Clerk 2 (CSEA Payment Office)	26
Clerical Specialist	25
Security Officer	23
Data Entry Operator 1	03
Custodial Worker	02

APPENDIX 1
CLASSIFICATION SERIES

Social Services Classification Series

Classification Title	Pay Range
Social Service Worker 2	27
Account Clerk 2 (excluding CSEA Payment Office)	26
Clerical Specialist	25
Security Officer	23
Data Entry Operator 1	03
Custodial Worker	02

APPENDIX 1
CLASSIFICATION SERIES

Income Maintenance Classification Series

Classification Title	Pay Range
Training Officer 1 (IM)	29
IM Worker 3	28
IM Worker 2	27
Account Clerk 2 (excluding CSEA Payment Office)	26
Clerical Specialist	25
Security Officer	23
IM Aide	03
Data Entry Operator 1	03
Custodial Worker	02

APPENDIX 2
PAY RANGE

For the period beginning the first full pay period following January 1, 2016, the following shall reflect a three percent (3%) wage increase for bargaining unit employees.

Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
02	13.64	13.92	14.64	14.87	15.17	15.39	15.78		
03	14.01	14.30	15.03	15.31	15.64	15.93	16.28		
04	14.44	14.74	15.49	15.79	16.14	16.48	16.83		
05	14.91	15.22	16.01	16.35	16.72	17.07	17.32		
23	13.74	14.01	14.73	15.03	15.31	15.64	15.93	16.28	
25	14.62	14.90	15.68	15.98	16.32	16.69	17.03	17.30	
26	15.10	15.40	16.18	16.55	16.90	17.36	17.55	17.88	
27	15.64	15.95	16.78	17.15	17.38	17.77	18.13	18.52	18.96
28	16.27	16.60	17.45	17.81	18.18	18.57	19.03	19.54	20.10
29	16.98	17.33	18.22	18.62	19.12	19.60	20.15	20.80	21.40

Effective January 1, 2017 the parties shall reopen Article 28 – Insurance and Article 29 – Wages in accordance with ORC 4117.

Effective January 1, 2018 the parties shall reopen Article 28 – Insurance and Article 29 – Wages in accordance with ORC 4117.

APPENDIX 3
SCIOTO COUNTY DRUG FREE WORKPLACE POLICY – LEVEL 1

I. Statement of Policy

It is very important to provide a safe workplace for all County employees; therefore, steps are being taken to address the problem of substance use that negatively affects every workplace, including ours. Scioto County is concerned with the health and well being of all employees. Behaviors related to substance use can endanger all employees, not just substance users. Behaviors such as use of illegal drugs, misuse of alcohol, the sale or purchase, transfer, trafficking, use or possession of any illegal drugs, or the arrival or return to work under the influence of any drug (legal or illegal) or alcohol to the extent that job performance is affected will not be condoned or tolerated.

Scioto County is fully committed to its Drug-Free Workplace Policy which establishes clear guidelines for acceptable and unacceptable employee behavior for everyone in the workplace. Substance use in violation of the Policy will not be tolerated and everyone shall be held reasonably responsible for supporting the Policy.

This document (Policy) describes Scioto County's Drug-Free Workplace Program, and every employee is expected to read and understand it. The Policy applies to every County employee, and also applies to contractors and subcontractors the County may use. The consequences stated in this Drug-Free Policy will apply to anyone who violates the Policy.

The County holds all employees accountable in terms of substance use, but also supports getting help for its employees. Employees who come forward voluntarily to identify that they have a substance problem may receive County assistance, at the discretion of the officeholder under whom they are employed. However, if an employee has a substance problem and does not come forward, and the employee then tests positive for drug or alcohol use in violation of this Policy, the County reserves the right to terminate employment for violation of this work rule. Employees whose jobs are subject to any special law or regulation may face additional requirements in terms of substance use. Other consequences that apply to all employees who violate this Policy are spelled out within this document.

This program will go into effect June 1, 2007, and with the announcement of our Drug-Free Workplace Program and this new Policy that describes our program. Our Policy covers five key parts of the County's program. The five parts are:

1. A written policy that clearly spells out the program rules and how everyone benefits.
2. Annual substance awareness education for all employees.
3. Training for supervisors regarding their responsibilities.
4. Drug and alcohol testing, the most effective way to change harmful behaviors related to substance use.
5. Employee assistance.

Employees will have the opportunity to receive information about how substance use is a problem affecting the workplace. You will learn the signs and symptoms, dangers of use, and how and where to get help for yourselves and your families. Loss Control Coordinator will be our Drug-Free Workplace Coordinator so everyone knows who to go to for information or help. He/she will be responsible for arranging drug and alcohol testing, as needed, and will have a list of places that employees can turn to for help for themselves and/or their families. He/she will also arrange to get knowledgeable presenters to educate our employees about substance use.

Protections for Employees

This program is designed to protect employees from the behaviors of substance users. Some of the protections built into the program are:

1. Employee records, such as testing results and referrals for help, will be kept confidential. Information will be on a need-to-know basis. Any violation of confidentiality rights is subject to disciplinary action up to and including termination of employment.
2. Scioto County is committed to employees, who have a substance problem, to obtain assistance. Each situation will be reviewed individually. Employee assistance is available for employees and their families and a list of resources available through our Drug-Free Coordinator and posted on the bulletin board in the basement of the courthouse. You are encouraged to come forward if you have a substance problem. If you test positive, you're risking losing your job.
3. All persons in supervisory positions will be trained in their duties related to testing before this program begins.
4. All employees will receive awareness education every year to help identify problems and learn where employees can go for help.
5. Collection of urine specimens and breath testing will be done at a local collection site, and urine drug test specimens will be analyzed by a laboratory certified by the federal government. These labs use the highest level of care in ensuring that results are accurate, and the process that's used is 100% accurate in detecting that the substances that the County is concerned about are present in the employee in sufficient quantity to lead to behaviors that may hurt the people or other employees. The lab will work closely with our local designated collection site to ensure fairness and accuracy of every test, and we also have a Medical Review Officer (called an MRO), a trained physician responsible for checking whether there's a valid reason for the presence of the substance in the employee's system. The MRO is an expert in drugs and alcohol. When the MRO receives positive test results, the MRO will contact the employee and any appropriate health care provider to determine whether there is a valid reason for the presence of the drug in the person's system.

6. The testing program consists of an initial screening test. If the initial results are positive, then a second test is used. Cut-off levels for each drug and for alcohol are established for what will be considered a positive test. These levels show that the employee didn't just have a little of the substance in his or her system but enough to affect workplace safety and the ability to do the job. These cut-off levels come from federal guidelines and are fair for all employees.

Employee Awareness Education:

Every employee will attend a session in which this policy is discussed. Each employee will have a chance to ask questions and will be given a copy of the County's written Policy. It will be expected of each employee to sign an acknowledgement that the employee has received it. Employees will also be expected to sign the consent and release form. A qualified person will explain why and how substance use is a workplace problem, the effects, signs/symptoms of use, effects of commonly used drugs in the workplace, and how to get help. There will be a minimum of two hours of substance education annually for all employees. New employees will learn about the program during orientation and will receive substance education as soon as possible thereafter.

Supervisor Training:

Supervisors will be trained to recognize substance problems that may endanger the employee and others as well as violate this Policy. This training is in addition to the employee education session. Supervisors will be trained about testing responsibilities, how to recognize behaviors that demonstrate an alcohol/drug problem and how to make referrals for help.

Drug and Alcohol Testing:

Testing will be used to detect problems, get employees not to use substances in a way that they violate our Policy and then allow us to take appropriate action to correct the situation. In addition to alcohol, the drugs that we're testing for are:

- Amphetamines (speed, uppers)
- Cocaine (including crack cocaine)
- Marijuana
- Opiates (codeine, heroine, morphine)
- Phencyclidine (PCP, "Angel dust")

Scioto County reserves the right to test for the following substances if needed:

- Barbiturates
- Benzodiazepines (Valium, Librium, etc.)
- Methadone
- Propoxyphene (Darvon, Darvocet, etc.)
- Oxycodone

Employee Assistance

The County believes in offering assistance to employees with a substance problem. Treatment options will be offered through the employee medical healthcare coverage program. These are offered to each and every employee. The County is supportive of employees taking action on their own behalf to address a substance problem. A list of local community resources will be given to employees who come forward voluntarily to seek help. The list is of places to go for an assessment and for treatment. When an employee has a substance problem, we'll meet with the employee to discuss the problem and any violation of this Policy. The County reserves the right to terminate based on a positive test.

This policy is not a guarantee that disciplinary action will not be taken against an employee who comes forward. Because of the nature of some positions in county employment, the individual officeholders will retain the right to deal accordingly with an individual employee.

II. When Will a Test Occur?

Employees will be tested for the presence of drugs in the urine and/or alcohol on the breath under any and/or all of the conditions outlined below:

A. Post-Offer, Pre-Employment Drug Testing

As part of the County's employment procedures, all applicants in safety sensitive or in unique positions will be required to undergo a post-offer, pre-employment drug screen/test that is conducted by a contractor designated by the County. Any offer of employment depends upon satisfactory completion of this screening, and the determination by the County and its examining physician that the person is drug free.

B. Reasonable Suspicion Testing

Reasonable suspicion testing will occur when management has reason to suspect that an employee may be in violation of this Policy. This suspicion will be documented in writing prior to the release of the test findings. A reasonable suspicion test may occur based on:

1. Observed behavior, such as direct observation of drug/alcohol use or possession and/or physical symptoms of drug and/or alcohol use;
2. A pattern of abnormal conduct or erratic behavior;
3. Arrest or conviction for a drug-related offense, or identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking. The employee is responsible for notification of the County, within five (5) working days, of any drug-related conviction;
4. Information provided either by reliable and credible sources or independently corroborated regarding an employee's substance use; or

5. Newly discovered evidence that the employee has tampered with a previous drug or alcohol test.

Reasonable suspicion testing does not require certainty, but mere “hunches” are not sufficient to justify testing. To prevent this, all managers/supervisors will be trained to recognize drug and alcohol-related signs and symptoms. Testing may be for drugs or alcohol or both.

C. Post-Accident Testing

Post-accident testing will be conducted whenever an accident occurs, regardless of whether there’s an injury, when under the circumstances there exists reasonable suspicion that the employee may be under the influence of drugs and/or alcohol. We consider an accident an unplanned, unexpected or unintended event that occurs on our property, during the conduct of business, or during working hours, or which involves one of our motor vehicles or motor vehicles that are used in conducting company business, or is within the scope of employment, and which results in any of the following:

1. A fatality of anyone involved in the accident;
2. Bodily injury to the employee and/or another person that requires off-site medical attention away from the County’s place of employment;
3. Vehicular damage in apparent excess of \$500; or
4. Non-vehicular damage in apparent excess of \$500.

Drug and/or Alcohol Testing after an Accident

Urine specimen collection (for drugs) or breath/saliva (for alcohol) is to occur as quickly as possible after a need to test has been determined. At no time will a urine specimen be collected after 32 hours from the time of an employment-related incident. Breath or saliva alcohol testing will be performed as quickly as possible; but no later than eight hours after the incident, or it will be documented but not performed. If the employee responsible for an employment-related accident is injured, it is a condition of employment that the employee grants the County the right to request that attending medical personnel obtain appropriate specimens (breath, urine and/or blood) for the purpose of conducting alcohol and/or drug testing. Further, all employees shall grant the County access to any and all other medical information that may be relevant in conducting a complete and thorough investigation of the work-related accident including a full medical report from the examining physician(s) or other health care providers. A signed consent to testing form is considered a condition of employment. Scioto County reserves the right to determine who may have caused or contributed to a work-related accident and may choose not to test after minor accidents if there is no violation of a safety or work rule, minor damage and/or injuries and no reasonable suspicion.

D. Follow up Testing after Return-to-Duty from Assessment or Treatment

This test occurs when an employee who has previously tested positive and the decision is made

to not terminate the employee. A negative return-to-duty test is required before the employee will be allowed to return to work. If the employee fails this test, this will lead to termination of employment. Once an employee passes the drug and/or alcohol test and returns to work, management may choose to do additional unannounced tests for as long as we deem necessary and subject to constitutional limitations affecting public employers.

III. Substances to be Tested for and Methods of Testing

The procedure to be employed is identified as systems presence testing. This procedure enables qualified testing professionals identify the presence of one or more of prohibited controlled substances or alcohol that may be present in the employee. There is an initial screening test. If it's negative, then a negative test is declared. If the initial test is positive (comes in at or higher than cut-off level), a second test called a "confirmatory" test is done. This is a different test and is considered 100% accurate by experts and in court. Cut-off levels are standards that have been established for each of the tested drugs after years of research. These levels will be used to interpret all drug screens/tests, whether for a pre-employment examination, reasonable suspicion test, post-accident test or follow up test.

Breath alcohol testing will be conducted by a medical clinic that uses only certified equipment and personnel. Breath alcohol concentrations exceeding .04 will be considered a verified positive result. In the event of an accident where an employee has "whole blood" alcohol drawn at a medical treatment facility, a result equal to or greater than .04 shall be considered to be a verified positive result. An Evidentiary Breath Test (EBT) will typically be used to confirm any initial positive test result. The County also reserves the right to add or delete substances on the list above, especially if mandated by changes in existing Federal, State or local regulations or laws.

An employee who adulterates, attempts to adulterate or substitutes a specimen or otherwise manipulates the testing process will be terminated. A refusal to produce/provide a specimen is considered a positive test unless there's a verifiable medical reason that the specimen could not be produced.

IV. Specimen Collection Procedure

Urine specimen and breath testing will be conducted by trained collection personnel who meet standards for urine collection and breath alcohol testing. Confidentiality is required from our collection sites and labs. Employees are permitted to provide urine specimens in private, but subject to strict scrutiny by collection personnel so as to avoid any altercation or substitution of the specimen.

Breath alcohol testing will likewise be done in an area that affords the individual privacy. In all cases, there will only be one individual tested at a time. Failure to appear for testing when scheduled shall be considered refusal to participate in testing, and will subject an employee to the range of disciplinary actions, including dismissal, and an applicant to the cancellation of an offer of employment. An observed voiding will only occur if there is grounds for suspecting manipulation of the testing process.

V. Review of Test Results

To ensure that every employee who is tested is treated fairly, a Medical Review Officer (“MRO”) has been hired. The MRO is a doctor with a specialized knowledge of substance abuse disorders and will be able to determine whether there are any valid reasons for the presence in the employee’s system of the substance that was tested positive.

VI. Employees’ Rights when there’s a Positive Test Result

An employee who tests positive under this Policy will be given an opportunity to explain the findings to the MRO prior to the issuance of a positive test result to the County. Upon receipt of a confirmed positive finding, the MRO will attempt to contact the employee by telephone or in person. If contact is made by the MRO, the employee will be informed of the positive finding and given an opportunity to rebut or explain the findings. The MRO can request information on recent medical history and on medications taken within the last thirty days by the employee. If the MRO finds support in the explanation offered by the employee, the employee may be asked to provide documentary evidence to support the employee’s position (for example, the names of treating physicians, pharmacies where prescriptions have been filled, etc.). A failure on the part of the employee to provide such documentary evidence will result in the issuance of a positive report by the MRO with no attendant medical explanation. A medical disqualification of the employee will result. If the employee fails to contact the MRO as instructed, the MRO will issue a positive report to the County.

VII. Reporting of Results

All test results will be reported to the MRO prior to the results being issued to the County. The MRO will receive a detailed report of the findings of the analysis from the testing laboratory. Each substance tested for will be listed along with the results of the testing. The County will receive a summary report, and this report will indicate that the employee passed or failed the test. All of these procedures are intended to be consistent with the most current guidelines for Medical Review Officers, published by the federal Department of Health and Human Services.

VIII. Storage of Test Results and Right to Review Test Results

All records of drug/alcohol testing will be stored separately and apart from the employee’s general personnel documents. These records shall be maintained under lock and key at all times. Access is limited to designated county officials. The information contained in these files shall be utilized only to properly administer this Policy and to provide to certifying agencies for review as required by law. Designated county officials shall have access to these records are charged with the responsibility of maintaining the confidentiality of these records. Any breach of confidentiality with regard to these records may be an offense resulting in termination of employment, excepting office holders.

Any employees tested under this Policy have the right to review and/or receive a copy of their own test results. An employee may request from the Drug-Free Coordinator, in writing, presenting a duly notarized Employee Request for Release of Drug Tests Results form, requesting that a copy of the test be provided. The county will use its best efforts to promptly

comply with this request and will issue to the employee a copy of the results personally or by U.S. Certified Mail, Return Receipt Requested.

IX. Positive Test Results

Employees who are found to have a confirmed positive drug or alcohol test will be immediately taken off safety-sensitive duties and are subject to discipline up to and including termination.

X. Rebuttable Presumption

Rebuttable Presumption House Bill 223 Effective October 13, 2004 is a notice that places the burden of proof onto the employee to dispute or prove untrue the presumption or belief that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove that the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

XI. Termination Notices

In those cases where substance testing results in the termination of employment, all termination notices will list "misconduct" as the reason. Termination shall be deemed "for cause."

MEMORANDUM OF UNDERSTANDING #1
Between
The Scioto County Department of Job and Family Services
And
AFSCME, Ohio Council 8, AFL-CIO
And
Local 3501, AFL-CIO

The parties have agreed to retain as part of the Collective Bargaining Agreement, however, have also agreed to suspend the benefits of each article for the life of this agreement the following articles:

Article 26 – Tuition/Training
Article 35 – Sick Leave Incentive

If funds become available the parties will reinstitute the benefits as is feasible.

This agreement is hereby entered into on the 4th day of August 2009.