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AGREEMENT
BETWEEN
THE BELMONT COUNTY
BOARD OF COUNTY COMMISSIONERS
AND
AMERICAN FEDERATION OF
STATE, COUNTY, & MUNICIPAL
EMPLOYEES, LOCAL 3678
(SENIOR SERVICES)

2015-MED-10-1107

Is actually 2015-MED-10-1106

Effective through March 31, 2019

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ARTICLE 1
PREAMBLE AND PURPOSE

Section 1.01. This agreement is made by and between the Belmont County Board of County Commissioners, hereinafter referred to as the Employer and Local (3678), the American Federation of State, County and Municipal Employees, Ohio Council 8, AFL-CIO hereinafter known as the Union. Any name change to the Department of Job and Family Services will not affect this Agreement.

This agreement has as its purpose the promotion of harmonious relations between the Employer and the Union and to provide a fair and responsible method of enabling employees covered by this Agreement to participate through Union representation in the establishment of the terms and conditions of their employment. It is also the intent of this Agreement to set forth understandings between the parties governing wages, hours of work, working conditions, fringe benefits, terms and conditions of employment for all employees included in the bargaining unit as defined herein, thereby complying with the requirements of Chapter 4117 of the Ohio Revised Code. This Agreement will also provide a procedure for the prompt and equitable adjustment of alleged grievances which may arise.

Section 1.02. The provisions of this Agreement are binding upon the Belmont County Board of Commissioners, and their successor employers. This Agreement shall not be affected or changed in any respect by transfer, consolidation, merger, or sale, or, by any change in legal status, ownership, or management of the Belmont County Department of Job and Family Services. The provisions of Appendix D, Memorandum of Understanding shall also apply.

ARTICLE 2
UNION RECOGNITION

Section 2.01. The bargaining unit covered by this Agreement is as certified by the Ohio State Employment Relations Board, hereinafter referred to as "SERB," in Case Number 2014-REP-07-0076, and is described there as "the following employees of the Belmont County Department of Job and Family Services:

Included: All full-time and regular part-time Senior Services employees in the following classifications: Case Manager-Senior Services; Cook; Delivery Worker; Senior Center Coordinator; Unit Worker 1; Unit Worker 2.

Excluded: All management-level employees, confidential employees, professional employees, supervisors as defined under the Act, including Administrative Assistant; Director/Program Coordinator (aka Executive Director); Fiscal Administrator; Program Administrator; Program Manager; and employees represented in other bargaining units."

ARTICLE 3
UNION SECURITY AND DUES DEDUCTION

Section 3.01. The Employer agrees to deduct the regular Union membership dues from the pay of only those employees in the bargaining unit who provide written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the Union. Upon receipt of the proper authorization, the Employer will deduct Union dues from the next payroll period in which Union dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 3.02. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of Union dues and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 3.03. The Employer shall be relieved from making such dues deductions upon the employee's (a) termination of employment; or (b) transfer to a job other than one covered by the bargaining unit; or, (c) layoff from work; or, (d) an agreed unpaid leave of absence; or (e) revocation of the check-off authorization.

Section 3.04. The. Employer shall not be obligated to make dues deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues deduction.

Section 3.05. It is agreed that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions unless a claim of error is made to the Employer in writing, within thirty (30) days after the date such an error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next period that Union dues deduction would normally be made by deducting the proper amount.

Payroll collection of dues shall be authorized for the exclusive bargaining agent only, and no other organization attempting to represent the employees within the bargaining unit as herein determined.

Section 3.06. One (1) month advance notice must be given to the Employer and County Auditor prior to making any changes in an individual's dues deduction. The Treasurer of the Union agrees to certify in writing no later than each anniversary of this Agreement the rate at which dues are to be deducted, if changed.

Section 3.07. Upon the effective date of this Agreement, all employees in the bargaining unit who, sixty (60) days from the date of hire, are not members in good standing of the Union, shall pay a fair share fee to the Union as a condition of employment.

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

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

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

Payment to the Union of fair share fees shall be made in accordance with the regular dues deductions as provided herein, moreover, sent to the Controller, AFSCME, Ohio Council 8, 6800 North High Street, Worthington, OH 43085-2512.

Section 3.08. P.E.O.P.L.E. Check-Off: Upon receipt from the Union of individual written authorization cards, voluntarily executed by an employee, the Employer will deduct voluntary contributions to the AFSCME International Union's P.E.O.P.L.E. (Public Employees Organized to Promote Legislative Equality) Committee from the pay of the bargaining unit members, if the Employer is able to secure administrative support from the County for purposes of making the deductions. P.E.O.P.L.E. deductions will be subject to the following conditions:

A. An employee shall have the right to revoke the authorization by giving written notice to the Employer and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke; and

B. The Employer's obligation to make deductions shall terminate automatically upon receipt of the revocation of authorization or upon termination of employment or upon acceptance of a job classification outside the bargaining unit; and Section 3.08.

C. The contribution amount shall be certified to the Employer by the Union. The employee shall provide to the Employer within thirty (30) days advance notification of any change in the contribution amount.

   Contributions shall be transmitted to the Union in accordance with the procedures outlined by the P.E.O.P.L.E. Committee authorization card. The transmittal will be accompanied by a list of all employees for whom deductions have been terminated and the reason for the termination. All P.E.O.P.L.E. deductions shall be made as a deduction separate from the fair share fee and dues deductions.

D. Once an employee revokes authorization under this Article, the employee shall not be entitled to reauthorize voluntary contributions for a six (6) month period from the effective date of the revocation.

E. Indemnification: The parties specifically agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this section regarding the deduction of P.E.O.P.L.E. contributions. The Union herein agrees that it will indemnify and hold the Employer harmless from all claims, actions or proceedings by any employee arising from the contributions made by the Employer pursuant to this section. Alleged

errors in the payment of contributions must be made within thirty (30) calendar days of receipt by the Union of the monthly contribution.

ARTICLE 4
UNION REPRESENTATION

Section 4.01. The Union shall submit in writing the names of its officers or representatives who are authorized to speak on behalf of the Union and/or represent bargaining unit employees. The Employer agrees to recognize eight (8) employee representatives selected by the Union. The Union will also submit in writing to the Employer a comparable list of those employees acting as officers and/or stewards of the Union. This list shall be kept current at all times and any changes shall be in writing.

A Senior Service Advisory Board will be created to include one (1) clerical representative, one (1) senior center coordinator representative, one (1) medical and one (1) nutritional driver representative, one (1) case management representative, one (1) cook representative, and one (1) center driver representative.

Section 4.02. International Union or Council representatives will be recognized by the Employer as Union representatives in accordance with this Agreement and upon receipt of a letter by the Employer within sixty (60) days of the signing of this Agreement identifying the representatives by name and signed by the Chief Council #8 Administrative Officer or his designee.

Section 4.03. No one shall be permitted to function as a Union representative until the Union has presented the Employer with written certification of that person's selection.

Section 4.04. Authorized Union representatives shall be permitted, with approval of their supervisors, to utilize up to one (1) hour per day to a total of sixteen (16) hours per pay period for all authorized representatives for the investigation of grievances. An authorized Union representative investigating a grievance in accordance with this Article during work hours shall, at the time of the request to the supervisor, submit the name, supervisor and department involved in this phase of the investigation.

Grievance hearings or other necessary meetings between the Employer and the Union will be scheduled by mutual agreement of both parties. If such hearings or meetings are scheduled during an employee's regular duty hours, the employee, his grievance representative, and necessary witnesses (to the extent of time that the witnesses are needed for testimony) shall not suffer any loss of pay while attending the hearing or meeting. Employees shall be considered on duty and required to respond to emergencies during such hearings or meetings.

Section 4.05. Rules governing the activity of Union Representatives are as follows:

A. The Union agrees that no official or member of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct any Union business during normal work times except

to the extent authorized in Section 4.04 above and only after obtaining approval from the Director or his designee.

B. Union officials (or representatives) shall cease unauthorized Union activities immediately upon the request of the supervisor of the area in which Union activity is being conducted or upon the request of the Union representative's supervisor.

C. Any employee found violating the provisions of this Article shall be subject to appropriate disciplinary action, including discharge.

D. Officers and Executive Board Committee members are permitted to use paid drive time to and from Executive Board meetings, not to exceed one-hour round trip.

ARTICLE 5
MANAGEMENT RIGHTS

Section 5.01. Except as provided for in this Agreement, nothing herein shall be construed to restrict any constitutional, statutory, legal or inherent exclusive Appointing Authority rights with respect to matters of general legislative or managerial policy. The Employer shall retain the right and the authority to administer the business of its Departments, and in addition to other functions and responsibilities which are not specifically modified by this Agreement, it shall be recognized that the Employer has and will retain the full right and responsibility to direct the operations of the Departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of Management, and more particularly, including but not limited to the following:

A. To manage and direct its employees, including the right to select, hire, promote, assign, transfer, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause, and to maintain discipline among employees;

B. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;

C. To determine the Department's goals, objectives, programs, and services, and to utilize personnel in a manner designed to meet these purposes effectively and efficiently.

D. To determine the size and composition of the work force, staffing patterns, and each department's organizational structure, including the right to lay off employees from duty due to lack of work, austerity programs, or other legitimate reasons;

E. To determine the hours of work, work schedule and to establish the necessary work rules, policies and procedures for all employees;

F. To determine when a job vacancy exists, the duties to be included in all job classifications, and reasonable standards of quality and performance to be maintained;

G. To determine the necessity to schedule overtime and the amount required thereof;

H. To determine the Employer's budget and use thereof;

I. To maintain the security of records and other pertinent information;

J. To determine and implement necessary actions during emergency situations;

K. Maintain the efficiency of governmental operations;

L. To exercise complete control and discretion over Department organization and the technology of performing the work performed; and,

M. To set standards of service and determine the procedures and standards of selection for employment.

ARTICLE 6
NO STRIKE OR LOCKOUT

Section 6.01. It is understood and agreed that the services performed by employees included under this Agreement are essential to the public health, safety and welfare of the citizens of Belmont County. The Union does hereby affirm and agree that it will not either directly or indirectly, call, sanction, encourage, finance, or assist in any way, nor shall any bargaining employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

Section 6.02. In addition, the Union shall cooperate at all times with the Employer in the continuation of its entire operations and services and shall actively discourage and attempt to prevent any violation of this Article. If any violation of this Article occurs, the Union shall immediately notify all bargaining unit employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union, and shall order all employees to return to work immediately.

Section 6.03. It is further agreed that any violation of the above may be grounds for disciplinary action which may include discharge.

Section 6.04. The Employer agrees that neither it, its officers, nor its representatives will authorize, instigate, cause and/or condone any lockout of bargaining unit members.

ARTICLE 7
NON-DISCRIMINATION

Section 7.01. The provisions of this Agreement shall be applied to all employees without discrimination as to age, sex, sexual orientation, gender identity, genetic status, disability, race, color, creed, national origin, religious belief, veteran status, or military status, union and/or political affiliation. In addition, all county and agency civil rights plans and policies shall apply. The Union shall share equally the responsibility for applying this provision of the Agreement.

Section 7.02. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

Section 7.03. Neither party shall interfere with, restrain, coerce nor otherwise discriminate against any employee in the bargaining unit for exercising his/her right to join and participate or not to join nor participate in the Union.

ARTICLE 8
GRIEVANCE PROCEDURE

Section 8.01. It is mutually understood that the prompt presentation, adjustment, and/or answering of grievances is desirable in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances.

Section 8.02. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the Grievance Procedure be used to effect changes in the Articles of this Agreement nor those matters not covered by this Agreement.

Section 8.03. Any grievance that originates from a level above the first step of the Grievance Procedure may be submitted directly to the step or level from which it originates. All written grievances must be submitted on the approved form which shall be filled out completely.

Section 8.04. The following steps shall be followed in the processing of a grievance:

Informal Step: A grievance must be processed through an oral discussion between the grievant and his immediate supervisor as a preliminary step prior to pursuing the formal steps of the Grievance Procedure within five (5) working days, when the employee should have known of the incident giving rise to the grievance. The grievant shall be permitted a Union representative at this informal step. The immediate supervisor shall meet with and provide a verbal answer to the grievant and his steward within three (3) working days.

Step One: If the grievant and the immediate supervisor are unable to resolve the alleged grievance in the Informal Step, the grievant, and/or his Union representative, may process the grievance of Step 1 of the Procedure.

The alleged grievance will be presented, in writing within five (5) working days following the immediate supervisor's oral response, using the form jointly agreed to by the parties.

It shall be the responsibility of the immediate supervisor to schedule a meeting, investigate and provide an appropriate written response to the grievance and the Union Steward within five (5) working days following the day on which the immediate supervisor was presented the written grievance. The grievant shall be permitted a Union Steward as his representative at this step of the Procedure.

Step Two: Within five (5) working days of receipt of Step 1 answer, the grievant and/or the Union Steward may appeal the grievance to the Job and Family Services Director and/or his designee. Any grievance so appealed shall be met on within ten (10) working days. The meeting shall be held at a mutually agreed upon time, but no later than ten (10) working days from the time of the appeal, between the Director and/or his designee, the grievant, and the Union's representatives. The Union's representatives shall consist of the Council 8 Representative, Local Union President or his/her designee, and the Grievant/Steward who filed the grievance.

The Job and Family Services Director or his designee shall investigate and shall respond in writing to the grievant and the Union President within seven (7) working days following the meeting. If denied, the response shall state with particularity the reasons for denial of the grievance.

Step Three: If the grievance is not resolved at Step 2 of the procedure, the parties may agree to submit the grievance(s) to non-binding grievance mediation if the subject matter of the grievance.is one that would be amenable to mediation. The parties shall, within ten (10) business days, jointly contact a mediator from either the Ohio State Employment Relations Board (SERB) or the Federal Mediation and Conciliation Services (FMCS) to hear the grievance(s) in question. The mediator shall issue a non-binding opinion on the merits of the case. The decision shall be issued at the close of the hearing on the day of the hearing.

Neither party may use the opinion of the mediator as evidence in any further proceeding involving the grievance in question.

Step Four:

A. Any grievance which has not been satisfactorily settled in the Grievance Procedure may be submitted by the Grievant and/or Union to arbitration for final and binding disposition.

B. Within sixty (60) days of the effective date of this Agreement, Union and Management will choose a panel of five (5) arbitrators. Arbitration proceedings must be initiated in writing within thirty (30) calendar days

from the date the written response is issued. An arbitrator must be selected within thirty (30) calendar days after Union notification.

C. The arbitrator shall expressly confine himself to the precise issues submitted for review and shall have no authority to determine any other issue not submitted to him or to submit observation declarations of opinion which are not directly essential in reaching his determination. The proceedings shall be informal as is compatible with the requirements of justice, and the arbitrator need not be bound by the common law or statutory rules of evidence and procedure, but may make inquiry in the matter through oral testimony and record presented at the hearing, which is best calculated to ascertain substantial rights of the parties and to carry out justly the spirit and provisions of this Agreement.

D. The filing fee and costs of the arbitration shall be borne by the losing party. In the case of a split decision by the arbitrator, the costs of filing and arbitration shall be shared equally by the parties. The arbitrator shall make the decision on who pays. Each party shall fully bear its own costs regarding preparation necessary to attend the presentation of the arbitration hearing.

E. The arbitrator shall within thirty (30) calendar days following the hearing issue an award. The arbitrator shall not have jurisdiction or authority to:

1. Review provisions of a new contract;
2. Nullify, in whole or in part, any provisions of this Agreement;
3. Add to, detract from or alter in any way, provisions of this Agreement.

All provisions of the arbitration shall be consistent with his jurisdiction, power and authority, as set forth herein, and shall be final, conclusive and binding on the parties.

Section 8.05. The AFSCME standard grievance form shall be used and attached to this Agreement as Appendix B.

Section 8.06. A class action grievance which affects a substantial number of employees in the same manner may initially be presented by the Union President or Chief Steward at Step Two (2) of the Grievance Procedure.

Section 8.07. Major health and safety disputes covered by this Agreement may be initiated at the second step of the Grievance Procedure.

Section 8.08. The Grievance Procedure set forth in this Agreement shall be the exclusive method of reviewing and settling disputes.

Section 8.09. The Employer shall provide the Union with a list of Management's designated representative for each step of the Grievance Procedure.

Section 8.10. Each bargaining unit employee shall have the right to file a grievance through his authorized representative and to appeal such grievance through all successive steps of the Grievance Procedure. The Union shall be permitted to have an authorized representative present at any grievance hearing.

Section 8.11. Meetings at which grievances are considered shall be scheduled between the appropriate Union representatives and the appropriate Management representatives, but must be scheduled within the stated time frame.

Section 8.12. Time limits contained in this Article may be extended by mutual agreement between parties. Such extension must be in written form.

Section 8.13. Both parties, by mutual agreement, may suspend time lines and mediate any issue before submitting to arbitration. The cost of this procedure will be shared equally.

Section 8.14. All grievance hearings will take place within one year of the date the grievance is initiated.

ARTICLE 9
DISCIPLINE

Section 9.01. No employee shall be disciplined except for just cause.

Section 9.02.

A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner.

B. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct.

C. The Employer agrees not to discharge or suspend without pay an employee without first arranging a predisciplinary conference. The conference shall be scheduled no earlier than 72 hours after the time the employee is notified of the charges and the conference. The hearing shall be conducted by a neutral party and the charged employee shall have his union representative present. Such a conference must be conducted within a reasonable time from the date in which the Employer gains knowledge of those incidents which it deems to be a violation of conduct. The Union shall be notified through its President or designee that charges have been brought against the employee.

D. The employee shall be notified in writing of the findings of the predisciplinary hearing conference within five (5) days. A copy shall be submitted to the Union President. If, as a result of the predisciplinary conference, any discipline is warranted, the employee shall

be notified in writing of the disciplinary action within five (5) days of receipt of the neutral party's report. A copy shall be submitted to the Union President.

E. An Employee may waive his right to a hearing by submitting a signed written waiver to the Employer and the Union.

F. Appeals of any discipline of this nature may be submitted to the Employer at Step 2 of the Grievance Procedure.

Section 9.03. Oral and written reprimands shall be on record for six (6) months only. All records relating to oral and/or written reprimands will cease to have force and effect six (6) months after the date of the oral and/or written reprimand if there has been no other discipline imposed during the past six (6) months. All other records of discipline will cease to have force and effect after six (6) months. Discipline that results in suspension of four or more days shall have force and effect for one (1) year.

Section 9.04. The termination of a newly hired probationary employee shall not be subject to appeal through the Grievance Procedure.

ARTICLE 10
LABOR MANAGEMENT MEETINGS

Section 10.01. In the interest of sound Labor Management relations, the Union and the Employer will meet at least once per quarter or at agreeable dates and times for the purpose of discussing those matters outlined below. No more than five (5) employee representatives of the Union, three (3) representatives of the Employer, and one (1) non-employee representative of the Union shall be permitted to attend such meetings, unless otherwise agreed. These representative numbers may change by mutual written consent.

The purpose of such meetings shall be to:

A. Discuss the administration of this Agreement;

B. Notify the Union of changes made by the Employer which may affect the bargaining unit members;

C. Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties;

D. Disseminate general information of interest to the parties;

E. Give the Union representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;

F. Discuss ways to improve efficiency and work performance; and

G. Consider and discuss health and safety matters.

Section 10.02. Either party may request a special meeting. The party requesting a special meeting shall furnish, in advance of the scheduled meeting, a list of the matters to be discussed.

Section 10.03. Local Union employee representatives attending Labor Management meetings shall not suffer a loss in pay for straight hours spent in such meetings, if held during the employee's regular scheduled hours of work.

ARTICLE 11
PROBATION PERIODS

Section 11.01. 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 of employment and shall continue for a period of one hundred and eighty (180) calendar days. A newly hired probationary employee may join the Union and file grievances from the time of hire; however, he may be terminated any time during his probationary period, including any extension, and shall have no appeal over such removal.

Section 11.02. An employee who is awarded a job under the bidding procedure will be required to successfully complete a ninety (90) calendar day probationary period. Probationary period begins upon assignment to new position. Anytime within the first forty-five (45) calendar days of the probationary period, the employee may voluntarily return to his prior position.

Section 11.03. An Employee may have his probationary period, both regular and voluntary, extended upon mutual agreement of the Employer and the Union.

Section 11.04. At approximately the halfway point of an employee's probationary period, the Employer will conduct a performance evaluation to measure the employee's performance and ability to continue in the position. In the event an employee doesn't qualify after a promotional probationary period, he will then be returned to his former (or similar) position that he held prior to the promotion. Probationary and annual evaluations shall not be subject to the Grievance Procedure.

ARTICLE 12
JOB DESCRIPTIONS

Section 12.01. The Employer shall furnish the Union with a table of organization and copies of job descriptions of all job classifications in the bargaining unit. Whenever a change occurs in the description of any such job, the Employer shall provide the Union with a copy of the new job description.

Section 12.02. The Employer shall provide a job description to every employee who is hired, transferred, or promoted into a classification.

Section 12.03. No employee shall be regularly assigned to perform duties other than those properly belonging within his current classification.

ARTICLE 13
VACANCIES AND PROMOTIONS

Section 13.01. Whenever there is a job vacancy in the exclusive Bargaining Unit covered by this contract, and the Employer intends to fill the vacancy, The Department of Administrative Services will be excluded from the bidding process. A notice of the opening shall be posted for ten (10) working days. If applicable, the posting shall include the current location of the vacancy; however, this clause does not restrict the Employer's right to assign employees to work locations. All eligible employees as defined by Article 13.05, in the Bargaining Unit, shall have that ten (10) work day period in which to bid for the job by submitting a written application addressing his qualifications. The posting notice shall contain the job classification title, rate of pay, shift, brief job description, and immediate supervisor.

All applications timely filed shall be reviewed by the Employer, and the job will be awarded within ten (10) working days in accordance with the following criteria, which shall be given equal weight.

A. Work Experience (related)

B. Physical Fitness

C. Seniority

D. Employee's current attendance, performance and disciplinary record

Work experience, physical fitness, seniority and Employee's current attendance, performance and disciplinary record are weighed equally in determining which employee is awarded a job.

Physical and Mental Ability may be used as a qualifier to determine whether or not an employee can bid on a position. This does not mean that the Employer shall not consider a disabled individual (as defined by ADA) who can with reasonable accommodation perform the job that he is bidding on.

In the event of a tie, seniority shall be the deciding factor.

Section 13.02. A uniform application form for job bidding shall be mutually developed by the parties and attached to this Agreement as Appendix C.

Section 13.03. An employee who is awarded a job under these provisions shall receive the rate of pay of the new classification immediately and shall be placed in the position awarded within thirty (30) calendar days of the award date.

A. Employees who are awarded a position in a higher pay range shall be placed in a step which is at least three percent (3%) greater than their present base rate.

B. Employees who are awarded a position in the same pay range shall continue to receive their same rate of pay.

C. Employees who are awarded a position in a lower pay range shall remain in the same step. If the lower classification does not contain a step equal to that of the current classification, the employee shall be placed in the maximum step of the lower classification.

Section 13.04. In order to bid on any Case Manager position, an employee must have a Registered Nursing or Licensed Practicing Nursing Degree.

Section 13.05. Employees are prohibited from bidding on a new position for six (6) months from the award date of current position. This restriction shall not apply to a nonprobationary part-time employee bidding on a full-time position, but once the employee is awarded a full time position, the restriction then applies.

If an employee returns voluntarily to prior position, he is prohibited from bidding on another position for a period of six (6) months from the date of his return to prior classification.

If an employee is involuntarily returned to his or her prior classification (including failure of probation), he or she is not prohibited from bidding on another position.

Section 13.06. If the Employer and the Union agree in a Labor Management setting that a position has changed significantly enough to justify reclassification, such reclassification may take place at the local level with the agreement of the Employer and Union. The Employer and Union agree to meet within forty-five (45) calendar days of an employee's written request to their immediate supervisor to resolve reclassification.

Section 13.07. In the event a part-time position becomes a full-time position so outlined in Article 13, Section 13.01 shall be followed.

ARTICLE 14
TEMPORARY TRANSFERS

Section 14.01. It is recognized by the Employer and the Union that it may be necessary for efficient operation and to provide care to clients, to temporarily transfer an employee to another job. Such temporary transfer shall not exceed thirty (30) calendar days and shall be offered to qualified employees in order of seniority on a rotating basis, starting with the most senior. If there are no volunteers, the least senior qualified employee may be temporarily transferred for a period not to exceed thirty (30) calendar days.

Any employee within the bargaining unit who is temporarily assigned to duties of a position with a higher pay range than is the employee's own, shall be paid the higher rate of pay for all hours so assigned after the completion of one (1) day in the assignment, and retroactive to the time the assignment began and for the duration of the assignment.

ARTICLE 15
LAYOFF AND RECALL

Section 15.01. When it becomes necessary to reduce the number of employees in the bargaining unit because of lack of funds, lack of work, or abolishment of positions, the following layoff procedures shall be followed:

A. The Employer shall determine in which classification the layoffs are to occur.

B. Employees in each affected classification shall be laid off in inverse order of agency seniority.

For the purpose of a tie breaker for those employees affected by the change of employment from Belmont Senior Services to Belmont County Department of Job and Family Services, the order of seniority will be determined in accordance with their time with the agency and Belmont Senior Services. "Affected" means that the employees were hired by Belmont County Department of Job and Family Services ("BCDJFS") on or about August 22, 2011; provided that the following bargaining unit employees that worked at Belmont Senior Services ("BSS") and were hired as part of the larger transition from BSS to BCDJFS shall also be considered "affected employees" and credited with their seniority date from BSS as if hired by BCDFJS on or about August 22, 2011.[1] The resulting seniority will be added to their subsequent continuing service with the Belmont County Board of Commissioners Seniority to calculate their total seniority under this Article 15.

Seniority is not the same as years of service, for example for vacation accrual.

If not applicable, or if the BSS seniority of the affected employee cannot be determined a drawing of lots will be used.

C. The Employer shall give the affected employee ten (10) days written notice of their layoff indicating their right to bump less senior employees in any lower or equal classification, within the bargaining unit, for which they are qualified, according to DAS qualifications in effect upon execution of this Agreement.

D. The affected employees shall have five (5) working days in which to submit their written request to exercise their right to bump into any other position for which they are eligible and qualified. An employee not submitting such request within five (5) working days shall be considered to have accepted the layoff. A 90-day probationary period will apply.

E. Any bargaining unit employee who is bumped out of his position may exercise the same layoff rights as outlined above.

F. Prior to the implementation of a layoff, the Employer will consider any written requests from bargaining unit employees for voluntary layoffs.

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[1]Those employees were H. Baker; D. Borovich; R. Coe; K. Helms; C. Roberts; K. Saffell; and J. Wiggins.

Section 15.02. The Employer agrees that, prior to any reduction in the workforce, all temporary, seasonal, intermittent, and student positions doing the same work as the bargaining unit will be eliminated. Before any permanent, non-probationary employees are laid off, all probationary new hires will be eliminated.

Section 15.03. In those instances when the Employer chooses to reorganize without reducing the workforce, the choice to occupy any newly created position(s) will be given, according to seniority, to those employees in the affected classification(s). The employee must be qualified to occupy the newly created position(s). Should all employees in the affected classification(s) elect not to occupy the new position(s), layoff procedures will begin.

Section 15.04. Nothing contained in this layoff procedure shall prohibit any non-bargaining unit employee from exercising the rights guaranteed to him under the Ohio Revised Code.

Section 15.05. Laid off employees shall have recall rights to the position from which they were laid off for eighteen (18) months from the effective date of the layoff.

Section 15.06. When the Employer decides to fill a position vacated by layoff, eligible employees shall be recalled in the inverse order by which they were laid off by classification.

Section 15.07. In the event of an anticipated layoff due to lack of funds, this Agreement may be reopened upon agreement of both parties.

ARTICLE 16
UNION LEAVE

Section 16.01. Subject to the operational needs of the Department, the Union has ten (10) days per year (year defined as contract year) for its members or officials who attend functions for the Union, provided one (1) week advance notice is given to the Employer by the Union President or designee. Such leave shall be without pay. However, vacation or leave without pay may be used at the employee's option.

ARTICLE 17
BULLETIN BOARDS

Section 17.01. The employer shall continue to make available to the Union a portion of the Department's Bulletin Board. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval.

A. Union recreation and social affairs;

B. Notice of Union meetings;

C. Union appointments;

D. Notice of Union elections;

E. Reports of non-political standing committees and independent nonpolitical arms of the Union;

F. Non-political publications, rulings or policies of the Union;

G. Department of Administrative Services or Pension Board Publications;

H. Other materials relating to Union activities.

In the event a dispute arises concerning the appropriateness of material posted, the President of the Union will be advised by the Employer and the notice will be removed from the bulletin board until the dispute is resolved. If the material is not removed, the Employer may cancel the provisions of this Section and use of the bulletin board by the Union until the issue can be resolved.

Section 17.02. It is understood that no material may be posted on the Union bulletin board at any time which contains the following:

A. Personal attacks upon any employee or official of the County;

B. Scandalous, scurrilous or derogatory attacks upon any employee or official of the County;

C. Attacks on any other employee organization; or

D. Attacks on and/or favorable comments regarding a candidate for public or Union office.

ARTICLE 18
BREAK PERIODS

Section 18.01. Each employee shall be granted a fifteen (15) minute break period with pay which will be scheduled whenever practicable approximately midpoint in the first one half (1/2) of the employee's regular work shift and in the second half of the shift. Break periods should be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The break period is intended to be a recess to be preceded and followed by an extended work period, thus, it may not be used to cover an employee's late arrival to work or early departure, nor may it be regarded as accumulative if not taken.

Section 18.02. An employee who works two consecutive hours or more in excess of his normal work schedule shall be entitled to an additional fifteen (15) minute paid break.

ARTICLE 19
BARGAINING UNIT WORK

Section 19.01. The Employer hereby agrees that work normally done by bargaining unit employees shall not be contracted out nor performed by management personnel on a regular

basis so as to result in the displacement of a bargaining unit position. Notwithstanding any other provision of this Article, the parties expressly agree that the Employer may contract with local providers to perform transportation services for seniors, in order to obtain Medicaid reimbursement which will cover approximately 100% of the cost of these services.

ARTICLE 20
PAID LEAVES

Section 20.01. Sick Leave:

A. Sick leave credit shall be earned at the rate of one and one quarter (1¼) day for each calendar month of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or lay off. Unused sick leave shall accumulate without a limit.

B. Sick leave may be requested for the following reasons:

1. Illness or injury of the employee or a member of his immediate family;

2. Exposure of employee or a member or his immediate family to a contagious disease which would have the potential of jeopardizing the health of the employee or the health of others;

3. Medical, dental or optical examinations or treatment of employee or a member of his immediate family where the employee's presence is required and which cannot be scheduled during non-working hours;

4. Pregnancy, childbirth and/or related medical conditions.

For the purposes of this policy, the "immediate family" is defined as spouse, parent, step-parent, grandparent, step-grandparent, sibling, son-in-law, daughter-in-law, child, grandchild, step-child, mother-in-law, father-in-law, sister-in-law, brother-in-law, or anyone who has assumed one of these roles, or a legal guardian or a power-of-attorney.

C. Sick leave shall be charged in minimum units of one quarter (1/4) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

D. When an employee is unable to report to work, he shall notify his immediate supervisor or other designated person one and one half (1½) hour prior to the start of the employee's scheduled work shift and shall continue to do so for every succeeding day of absence thereafter unless emergency conditions make it impossible. The employee's supervisor shall be informed of the place where the employee can be contacted.

E. Any employee failing to comply with sick leave rules and regulations will not be entitled to sick leave pay. Application for sick leave with intent to defraud shall result in dismissal and refund of salary or wages paid.

F. The employee may be required by the Employer to furnish a statement from a licensed physician notifying the Employer of the nature of the illness or injury and that the employee was unable to perform his duties.

G. Where sick leave is requested to care for a member of the immediate family, the Employer may require a physician's certificate to the effect that the presence of the employee is necessary to care for the ill family member.

H. The Employer may require an employee to take an examination, conducted by a licensed physician of the Employer's choice, to determine the employee's physical or mental capabilities to perform the duties of the employee's position. The cost of said examination shall be paid by the Employer.

I. Employees having a minimum of ten (10) years of service with the Department who qualify for retirement under the applicable pension plan and who elect to retire under the applicable pension plan of the Employer shall, at the time of retirement, be eligible to convert to cash up to twenty five percent (25%) of their accumulated sick leave hours up to a maximum of two hundred forty (240) hours.

J. Employees who use no sick leave in a rolling six (6) month period shall be entitled to one (1) additional day of leave or one additional day of pay for each six-month period.

Section 20.02. Personal Leave:

A. Each employee shall be entitled to three (3) days of personal leave as of January 1st of each calendar year. Newly hired employees shall receive personal leave on a prorated basis in the first year of employment.

B. Any personal leave not used by December 31st of each calendar year shall be paid at the employee's regular rate.

C. Personal leave days may be taken in no less than one half (1/2) day increments.

ARTICLE 21
BEREAVEMENT LEAVE

Section 21.01. If a death occurs among the members of the employee's immediate family, the employee shall be granted a leave of pay for a maximum of three (3) days; effective April 1, 2018, it shall instead be a maximum of five (5) days charged to sick leave.

Section 21.02. Definition of immediate family is as defined in Article 20.

ARTICLE 22
INCLEMENT WEATHER

A. If a weather emergency is declared in Belmont County, the Employer or designee will make a decision regarding closing the office. A weather emergency is where the county or city restricts travel except for emergency vehicles. In such an emergency, when the office is closed, non-essential employees normally scheduled to work will not be required to report to work and will receive pay for the employee's normal day.

Statewide, there are three (3) snow emergency levels that the County Sheriff can declare.

1. Level 1 Snow Emergency – County and township roads are hazardous with blowing and drifting snow. Roads are also icy and drivers should use caution.

2. Level II Snow Emergency – County and township roads are hazardous with blowing and drifting snow. Only those who feel it is necessary to drive should be out on the county and township roads. Listen to radio stations and/or contact employers to see if you should report to work.

3. Level III Snow Emergency – All county and township roads are closed to non-emergency personnel. No one should be out unless it is absolutely necessary to travel. All employees should listen to radio stations and/or contact employers to see if they should report to work. Those traveling on county and township roads may subject themselves to arrest.

The above snow emergency levels declared by a sheriff should not be confused with a "State of Emergency" which may be issued by elected officials of the affected jurisdiction (mayor, county commissioners, township trustees, etc.). A State of Emergency is generally not issued unless local resources are not adequate to handle the emergency or disaster and state assistance is needed. The office will automatically be closed to the public during a declared Level III Snow Emergency or when a State of Emergency is declared in Belmont County.

B. During a countywide emergency, employees shall comply with the following:

1. Employees and the general public may be advised not to leave the premises because of severe weather or other emergency conditions continuing after regular working hours. Remaining on the premises after hours will not entitle employees to overtime compensation or compensatory time unless they remain at work because they are required by department head direction to assist during the emergency situation.

2. An employee on sick leave or vacation status at a time of emergency closing will not be affected and will have his or her sick leave or vacation account charged accordingly.

3. Part-time employees who are scheduled to work will be treated in the same manner as full-time employees for purposes of this section. (Hours paid will not exceed the employee's scheduled number of work hours.)

4. Certain designated employees of the Employer may be considered essential employees under this section and are responsible for responding to emergency situations and snow/ice removal as directed.

C. Employees who are not able to report to work due to weather conditions when no weather emergency has been declared may, at their supervisor's direction, make up the lost hours within the same workweek or use other available leave time not including sick leave.

D. Notwithstanding the provisions above, the Employer retains the right to close the department offices, or to remain open during periods of inclement weather or other emergency conditions, at his or her discretion and based upon operational needs and work load requirements. Employees required to work during emergency conditions shall not be entitled to any additional compensation.

ARTICLE 23
LEAVES OF ABSENCE

Section 23.01. Military Leave: The Employer will comply with all appropriate laws relating to the employment rights of employees in military service. The employee shall be required to submit to the Employer an order or statement from the appropriate military commander as evidence of military Service.

Section 23.02. Jury and Witness Leave: An employee who is:

A. called for jury duty;

B. subpoenaed as a witness in a case in which he is not a party;

C. a party in an action related to his employment in which his interest is not adverse to that of the Belmont County Department of Job and Family Services,

shall be granted full pay for regularly scheduled working days.

Any compensation received from the court for such periods of court service shall be submitted to the Employer for deposit with the County Treasurer. The employee shall retain all compensation received from the court for service outside his regular scheduled working days.

Section 23.03. Education Leave: Upon written request to the Employer, an employee may be granted an academic leave of absence without pay to pursue completion of a course of study in a field relating to the employee's current or prospective duties with the Employer.

Section 23.04. Personal Leave: An employee may, at the Employer's discretion, be granted an unpaid personal leave of absence for any personal reasons for duration of up to six (6) months.

Section 23.05. Medical or Disability Leave: An employee shall be entitled to receive a leave of absence without pay due to a disabling illness, injury or condition with the approval of the Employer for a period of up to six (6) months upon presentation of evidence as to the probable date of return to active work status. The employee must demonstrate that the probable length of disability will not exceed six (6) months.

If the employee is unable to return to active work status within the six-month period due to the same disabling illness, injury or condition, the employee may be given a disability separation. If an employee is placed on leave of absence without pay and subsequently given a disability separation due to the same disabling illness, injury or condition, the total combined time of absence due to the disability shall not exceed three (3) years, or not exceed five (5) years if the employee is receiving PERS disability, for purposes of reinstatement rights

The Employer may require satisfactory written documentation from a licensed physician detailing the nature of the disability, or an examination by a licensed physician of the Director's choice. Cost of such examination shall be paid for by the Employer.

ARTICLE 24
HOURS OF WORK AND OVERTIME

Section 24.01. The standard work week for all full-time employees covered by the terms of this Agreement shall be thirty-five (35) hours[2], with an unpaid lunch period. The standard lunch period shall be one (1) hour, but can be reduced to one half (1/2) hour by agreement between the employee and his immediate supervisor. Only employees who are scheduled a minimum of seventy (70) hours per pay period are eligible for benefits. The Employer may provide a lower threshold for some county insurance(s). The work week shall be computed between 12:01 a.m. on Sunday of each calendar work week and 12:00 midnight the following Saturday. Under normal circumstances, the work week for bargaining unit members shall be Monday through Friday. This does not preclude Management from changing the work week for legitimate business reasons. Any work scheduled for Saturday under normal circumstances will be in addition to a bargaining unit member's regular work week.

Employees providing transportation are not required to take an unpaid lunch. Such employees may work their scheduled hours without interruption.

Section 24.02. When an employee is required by the Employer to work more than forty (40) hours in a calendar week, as defined in the paragraph above, he shall be paid overtime pay for such time over forty (40) hours at one and one-half (1½) times his regular hourly rate of pay.[3] Compensation shall not be paid more than once for same hours under any provision of this Article or Agreement. Lunch time shall not be used as time worked for the basis of computing overtime. Compensation for hours worked in excess of forty (40) hours per week will be made in accordance with the following guidelines:

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[2]See Appendix E Memorandum of Understanding on Hours.

[3] Medical dialysis drivers will be paid at the one and one-half (1½) rate for all hours actually worked in excess of eight (8) on Saturday or Sunday.

Unplanned Overtime – Unscheduled Overtime Work: The agency will allow the employee to take compensatory time or receive pay. Compensatory time shall be credited at the appropriate overtime rate (i.e., credit shall be at least one and one-half (1½) for each hour or portion of each hour worked in excess of forty (40) hours).

Planned Overtime – Scheduled Overtime Work: The method of compensation (paid or compensatory time) for overtime work shall be determined by the Director. Hours in excess of forty (40) will be compensated at the rate of one and one-half (1½) hours for each hour of overtime. If planned overtime work is offered with payment as compensatory time only, said overtime will be offered on a voluntary basis.

Any balance of compensatory time will be paid in full at the time of the termination of employment. Conversion of compensatory time for any other reason will depend on the availability of funds.

Section 24.03. Management agrees to make every effort to equalize overtime work opportunity to all Bargaining Unit Employees by unit and seniority. Management agrees to keep a record of overtime worked by all Bargaining Unit employees and make decisions to offer overtime based on this record whenever possible. Their decisions will be made in accordance with the type of work and the classification of the workers.

Section 24.04. Where practical and feasible, hours and schedules for bargaining unit employees may include:

A. Variable starting and ending times;

B. Compressed work weeks, such as three nine-hour days and an eight-hour day;

C. Other flexible hour concepts.

Under this section, an employee will be permitted to work a flex schedule within a two (2) week pay period not to exceed their normal work schedule.

ARTICLE 25
TRAVEL ALLOWANCE

Section 25.01. Employees shall be eligible for expense reimbursement only when travel has been authorized by the Director, and in accordance with the following provisions.

Section 25.02. The following items shall be reimbursable subject to regulations contained herein and compliance with procedures:

A, Mileage: Employees required to use their privately owned vehicles shall be reimbursed in accordance with the IRS maximum allowance deduction for mileage.

B. Lodging (Outside of County): Reimbursement for reasonable lodging rates at a hotel or motel reasonably close and convenient to the place where business will be transacted. Prior approval is necessary.

C. Parking/Highway Tolls: Reimbursable if necessary to pay for parking or to travel a toll highway.

D. Meals (Travel Outside of County)

1. Meal reimbursement for a full day, with receipts, will be allowed on a forty dollars ($40.00) per diem rate. Reimbursement Out-of-State meals will be allowed on a fifty dollars ($50.00) per diem rate. Meal reimbursement for a full day, without receipts, will be allowed on a twenty dollars ($20.00) per diem rate.

2. Meal reimbursement for less than a full day will be as follows:

   a. A maximum of eight dollars ($8.00) for breakfast reimbursement with receipts OR a maximum of four dollars ($4.00) for breakfast reimbursement without receipts. A maximum of ten dollars ($10.00) for Out-of-State reimbursement for breakfast meals.

   b. A maximum of twelve dollars ($12.00) for lunch reimbursement with receipts OR a maximum of six dollars ($6.00) for lunch reimbursement without receipts. A maximum of fifteen dollars ($15.00) for Out-of-State reimbursement for lunch reimbursement.

   c. A maximum of twenty dollars ($20.00) for dinner reimbursement with receipts OR a maximum of ten dollars ($10.00) for dinner reimbursement without receipts. A maximum of twenty-five dollars ($25.00) for Out-of-State dinner reimbursement.

   d. You may be reimbursed without receipts for gratuities on meals as long as the tip does not exceed 15% of the cost of the meal. Gratuities count toward the applicable maximum meal rate.

3. If leaving before 5:00 p.m., for an overnight stay, an employee is entitled to dinner that evening.

   Any employee who is required to travel out of county and must remain on paid time until 5:00 p.m. will be reimbursed for the dinner meal.

   Any employee leaving after 5:00 p.m., not on paid time, for an overnight stay will not be entitled to meal reimbursement for that evening.

   If leaving before 12:00 noon, for an overnight stay, employee is entitled to lunch and dinner reimbursement for that day.

Day following overnight stay - Breakfast and Lunch are reimbursable. Dinner is reimbursable only if returning late, after 7:00 p.m., or staying over.

If travel to and from is within one day, only lunch is reimbursable. If the employee has to leave early from the office (6:30 a.m.), breakfast is reimbursable. If return is late, (after 7:00 p.m.) dinner is reimbursable.

Section 25.03. The following items shall not be reimbursed:

A. Alcoholic beverages

B. Entertainment

C. Laundry and dry cleaning

D. Room service charges

E. Expenses of a spouse traveling with an employee

Section 25.04. Expense reports shall be completed and given to the appropriate supervisor on a monthly basis.

Section 25.05. An employee with special medically documented dietary requirements shall receive the meal reimbursement regardless of whether meals are prepaid and included in the cost of the seminar, conference, or function he/she is attending.

ARTICLE 26
VACATION

Section 26.01. All permanent employees will be entitled to paid vacation leave according to the following eligibility guidelines:

SERVICE	ANNUAL RATE
After one (1) year	Two (2) weeks vacation
After eight (8) years	Three (3) weeks vacation
After fifteen (15) years	Four (4) weeks vacation
After twenty-five (25) years	Five (5) weeks vacation

Any employee in the bargaining unit and already receiving vacation in excess of the above schedule as of April 1, 2016 will continue to receive their current level of vacation until the schedule catches up to him or her.

Section 26.02. Each employee entitled to vacation will schedule vacation hours on a first come, first serve basis, with seniority as any needed tiebreaker. Management guarantees that a minimum of twenty percent (20%) of the employees in a classification, per unit, will be approved for vacation for which they are eligible.

Section 26.3. All vacation scheduling is subject to prior approval of the Director

Section 26.04. No vacation leave shall be carried over for more than four (4) years with the exception of those employees who have completed twenty-five (25) years of service. Those employees may not carry over more than (4) years and one (1) week of vacation. Employees hired after July 1, 2005 may carry over no more than three (3) years and one week (1) of vacation.

Section 26.05. No employee shall be entitled to utilize vacation until after his first anniversary of employment.

Section 26.06. Vacation leave payment shall not exceed the normal scheduled work day or work week earnings.

ARTICLE 27
HOLIDAYS

Section 27.01. All permanent full-time bargaining unit employees shall be entitled to the following holidays with pay:

HOLIDAYS	DATE OBSERVED
New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving Day	Day after Thanksgiving
Christmas Day	December 25
Floating Holiday	One Day

Section 27.02. In the event that any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 27.03. If an employee is required to work on one of the recognized holidays, he shall receive time and one-half (1½) for all hours worked. A person not in active pay status the work day prior to and following a holiday shall not be entitled to holiday pay.

Section 27.04. Permanent full-time bargaining unit employees shall be paid for one (1) full day straight time for each of the holidays listed in Section 27.01 when no work is performed on such holiday.

Section 27.05. The floating holiday shall be taken in accordance with the guidelines for usage of personal days. If this day is not used during the calendar year, it will be forfeited.

ARTICLE 28
HEALTH AND SAFETY

Section 28.01. The Employer shall make reasonable provisions for the safety, health and welfare of its employees. Both the Union and Employer agree to work cooperatively in maintaining safety and complying with the applicable safety and health laws and regulations.

Section 28.02. Employees shall be responsible for reporting any apparent unsafe conditions or work practices, for reasonably avoiding negligence, and for properly using and caring for facilities and Department property.

Section 28.03. The Safety All Ways Committee shall continue to meet at least quarterly, or more often if necessary. The purpose of the Committee is to discuss safe and healthful working conditions and procedures of the Employer and to encourage all employees to follow said procedures.

Section 28.04. Any pregnant employee assigned to operate a VDT/CRT may request reassignment to alternate work within her department: The Agency will attempt to accommodate such a request. In the event that such reassignment is not practicable, the employee shall have the right to request an unpaid leave of absence.

ARTICLE 29
RESERVED

ARTICLE 30
INSURANCES

Section 30.01. Liability Insurance:

A. The Employer agrees to provide a liability insurance policy in conformance with the policy adopted or to be adopted by the County Commissioners.

B. The Employer assumed no liability and no responsibility for any personal property an employee chooses to use in his official capacity as an employee and/or leave at any department facility.

Section 30.02. Health Care:

A. The Employer agrees to provide a health care insurance program in conformance with the policy adopted by the County Commissioners for coverage of all full-time bargaining unit

employees. The employee's choices of plans will be from among those plans that the County Commissioners negotiate each year.

B. The Employer agrees to pay eighty-six percent (86%) toward the premium cost, with the employee paying the balance of fourteen percent (14%) of the premium.

Bargaining unit employees will pay the same amount (if any) for pharmaceutical coverage as Employer's nonbargaining unit employees. If the cost is part of the health insurance premium cost, the employee's share will be subject to the 14% in the first paragraph of this Section.

The Employer will make any dental and vision insurance available to the bargaining unit employees on the same terms and conditions the Employer offers it to the Employer's non-bargaining unit employees.

Section 30.03. Family And Medical Leave Act Of 1993: Health insurance coverage will continue for a three (3) month period as per the provisions in the Family and Medical Leave Act of 1993.

Personal leaves shall be granted as per the provisions of the Family and Medical Leave Act of 1993. When benefits contained in this Agreement exceed those provided by the Act, the Agreement will supersede.

Section 30.04. Life Insurance: Full time employees will continue to receive $15,000 life insurance policy, or greater, if adopted by the County Commissioners for coverage of Belmont County Senior Services employees.

Section 30.05. Waiver: Full time employees who can show health insurance coverage under another plan can choose to waive coverage. The Department shall pay employees who waive coverage two hundred and fifty dollars ($250.00) per quarter. Employees who have a spouse employed by Belmont County and either takes the county family insurance are not eligible to receive the $250.00 per quarter waiver.

ARTICLE 31
WAGES

Section 31.01. The wage scale for employees in the bargaining unit shall be increased $1.20 per hour for all rates as of the beginning of the pay period that includes April 1, 2016; and again by $0.50 per hour as of the beginning of the pay period that includes April 1, 2017, and again by $0.50 per hour as of the beginning of the pay period that includes April 1, 2018, as set forth in Appendix A.

A. Upon employment or promotion, an employee will be assigned a pay range consistent with his or her job classification.

B. A newly hired employee or an employee initially being hired into a bargaining unit position will be assigned to Step A of the pay range.

C. A promoted employee will be assigned to the first step in the new classification's pay range that provides an increase over his or her previous rate of pay.

D. Upon satisfactory completion of a new hire or promotional probationary period, an employee will be assigned to the next higher step in the pay range (if any). Effective the beginning of the first payroll period after the anniversary date of an employee completing his or her probationary period and annually thereafter, the employee shall progress to the next step in his or her pay range, until reaching the maximum step in the pay range for his or her classification. Upon completion of a probationary period that resulted from a job bid into a classification with the same pay range as the employee's previous class, the employee shall remain at the same rate of pay and progress to higher steps, if any, at the beginning of the pay period following the anniversary date that applied to him or her in his or her previous classification.

F. Employees that are laid off and displace into a lower classification shall be placed in the same step in the lower classification that he or she held at the time he or she exercised bumping rights. Bumping into a lower classification shall not alter an employee's anniversary date for step increases, but the steps shall apply within the pay range assigned to the classification into which he or she bumped.

ARTICLE 32
SENIORITY

Section 32.01. Seniority is defined as the employee's uninterrupted length of continuous service with the Belmont County Department of Job and Family Services and the Belmont County Board of Commissioners. Seniority shall be calculated in calendar days of employment from the last hiring date or re-employment following a break in service.

For the purpose of a tie breaker for those employees affected by the change of employment from Belmont Senior Services to Belmont County Department of Job and Family Services, see Section 15.01 herein.

Section 32.02. Employees shall lose all seniority upon any of the following circumstances:

A. Layoff in excess of eighteen (18) months;

B. Resignation;

C. Discharge for just cause;

D. Failure to return to work within five (5) working days of recall from layoff, via notice by certified mail to employee's residence; unless the failure to return to work within such five (5) days is not within the control of the employee, or within five (5) days, the employer agrees to an alternate date for the employee to return to work;

E. Failure to return to work upon expiration of a leave of absence, unless otherwise agreed to by Employer; and

1. Absence of four (4) or more consecutive work days, without notifying the Agency's Director or his designee in the absence of the Director (no call/no show), unless reasonable excuse for the absence is given.

F. An employee who has been or served in a non-bargaining unit position longer than they have served within the bargaining unit will lose all bargaining unit seniority. (i.e., three (3) years in bargaining unit and four (4) years out of non-bargaining Unit.), no bargaining unit seniority.

Section 32.03. Employees shall continue to accrue seniority during the following:

A. Absence, while on approved paid or unpaid leave;

B. Layoff of eighteen (18) months or less;

C. Time spent on sick leave and vacation leave.

Section 32.04. Employees who are reinstated within one (1) year of separation will not lose their seniority. However, no seniority shall be credited for the time spent separated from service.

Section 32.05. The Employer shall post a seniority list once every six (6) months on the bulletin board, showing the continuous service of each employee. One (1) copy of the seniority list shall be furnished to the Union.

ARTICLE 33
SEVERABILITY

Section 33.01. This agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provisions of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 33.02. The parties agree that should any provision of this Agreement be found to be invalid, they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language.

ARTICLE 34
WAIVER IN CASE OF EMERGENCY

Section 34.01. In case of an emergency declared by the President of the United States, the Governor of the State of Ohio, County 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 Management's replies on grievances or time limits for filing of a grievance.

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

Within five (5) days after the emergency crisis, management and the Union shall meet to discuss issues surrounding the emergency and what measures have been taken or need to be taken to ensure efficient operation of the agency and the workforce.

Section 34.02. Upon the termination of the emergency should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure to which they (the grievance(s)) had properly progressed prior to the emergency.

ARTICLE 35
DURATION OF AGREEMENT

Section 35.01. This Agreement shall be effective as of the date of execution, and shall remain in full force and effect until March 31, 2019.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed hereto and have set their hands as of the 13th day of April, 2016.

FOR BELMONT COUNTY, OH BOARD OF COMMISSIONERS:

Ginny Favede, President

Matt Coffland, Commissioner

Mark A. Thomas, Commissioner

Gary B. Armitage, SSOBC Executive Director

FOR AFSCME:

AFSCME Representative

Bargaining Committee Member

Bargaining Committee Member

Bargaining Committee Member

APPROVED AS TO FORM:

Dave Liberati, Assistant County Prosecutor

APPENDIX A

Wage Tables for Senior Services CBA

The wage table in effect as of the beginning of the pay period that includes April 1, 2016 shall be as follows:

Pay Range	Step A	Step B	Step C	Step D	Step E	Step F
1	10.20	11.01	11.51	11.81	12.31	12.81
2	10.70	11.56	12.06	12.36	12.86	13.36
3	10.95	11.83	12.33	12.63	13.13	13.63
4	11.20	12.10	12.60	12.90	13.40	13.90
5	18.52	19.13	19.63	19.93	20.43	20.93

The wage table in effect as of the beginning of the pay period that includes April 1, 2017 shall be as follows:

Pay Range	Step A	Step B	Step C	Step D	Step E	Step F
1	10.70	11.51	12.01	12.31	12.81	13.31
2	11.20	12.06	12.56	12.86	13.36	13.86
3	11.45	12.33	12.83	13.13	13.63	14.13
4	11.70	12.60	13.10	13.40	13.90	14.40
5	19.02	19.63	20.13	20.43	20.93	21.43

The wage table in effect as of the beginning of the pay period that includes April 1, 2018 shall be as follows:

Pay Range	Step A	Step B	Step C	Step D	Step E	Step F
1	11.20	12.01	12.51	12.81	13.31	13.81
2	11.70	12.56	13.06	13.36	13.86	14.36
3	11.95	12.83	13.33	13.63	14.13	14.63
4	12.20	13.10	13.60	13.90	14.40	14.90
5	19.52	20.13	20.63	20.93	21.43	21.93

Pay Range 1 Classifications: Delivery Worker (Driver); Cook; Custodian

Pay Range 2 Classifications: Unit Support Worker 1; Data Entry Clerk

Pay Range 3 Classifications: Unit Support Worker 2; Telephone Operator

Pay Range 4 Classifications: Senior Center Coordinator

Pay Range 5 Classifications: Case Managers (Nurses)

$0.50 supplement for using CDL
$0.50 supplement for driving handicap van

(New hires advance from Step A to Step B on successful completion of probation and to succeeding steps on the anniversary dates of completion of probation. See wage article for details.)

A current employee that is in a step that is not the maximum for his or her pay range shall progress to the next step on his or her current schedule as described above and in Wage Article 31, until reaching the maximum step in the pay range for his or her classification – provided that if he or she is promoted, laid off, etc., the applicable provisions of Article 31 shall apply.

Bailey, Beltrondo, and Laisure, who are the three remaining employees that were in their probationary periods when the prior CBA went into effect, will be slotted into Pay Range 1 Step E effective the pay period that includes April 1, 2016, and each shall progress to Pay Range 1 Step F effective the pay period that includes April 1, 2017, assuming he remains in his current classification.

APPENDIX B

GRIEVANCE FORM

AFSCME Local #_____

Grievance #_____

Employee:_____ Department:_____

Classification:_____ Title:_____

Work Location:_____ Immediate Supervisor:_____

Date First Presented to Supervisor:_____

Statement of Grievance Including Articles and/or Sections Violated:_____

_____

_____

_____

_____

_____

Remedy Requested:_____

_____

_____

Date:_____ Signature of Employee:_____

_____

Date Presented to Management Representative:_____

Management Representative Signature:_____

Disposition of Grievance:_____

_____

_____

_____

_____

APPENDIX C1

SSOBC JOB BID FORM
(2 pages)

AN EQUAL OPPORTUNITY EMPLOYER

****

PLEASE TYPE OR PRINT RESPONSES TO ALL OF THE QUESTIONS
CONTAINED ON THE ENTIRE BID FORM

****

Position Sought:_____

Name:_____
Last First Middle Initial

Home Address:_____

City/State/Zip:_____

County:_____ Home Phone:_____

S.S. Number (last 4 digits only) :_____

****

Describe your current duties, responsibilities, equipment operated, promotions, etc., as they relate to the position for which you are applying (attach additional sheets if necessary):

_____

_____

_____

_____

_____

_____

Why do you want to apply/transfer?_____

_____

_____

_____

Describe any past experience, training, education, skills, abilities, hobbies, volunteer work, etc., that relate to the position for which you are applying (attach additional sheets if necessary):

_____

_____

_____

_____

_____

_____

_____

_____

_____

PLEASE READ CAREFULLY BEFORE SIGNING

****

I AGREE THAT ANY CLAIM OR LAWSUIT RELATING TO MY EMPLOYMENT WITH THE COUNTY OR ONE OF THE DEPARTMENTS MUST BE FILED NO MORE THAN SIX (6) MONTHS AFTER THE DATE OF THE EMPLOYMENT ACTION THAT IS THE SUBJECT OF THE CLAIM OR LAWSUIT. I WAIVE ANY STATUTE OF LIMITATIONS TO THE CONTRARY.

****

_____ _____

Employee's Signature Date

APPENDIX D

The Employer and the Union acknowledge that the Memorandum of Understanding contained in Exhibit D of the March 1, 2013 — March 31, 2016 collective bargaining agreement between the Employer and the Union covering this bargaining unit applied to the transition of Senior Services from the Belmont County Department of Job and Family Services to a new department created under the Belmont County Board of Commissioners. The parties do not create any new rights or obligations by referring to that Memorandum in this Appendix, or limit the effect of that Memorandum on the transition already accomplished; or by incorporating certain provisions of the Memorandum into this Agreement and not others.

APPENDIX E
MEMORANDUM OF UNDERSTANDING
HOURS

The Parties agree to the following:

1. If the employee works during the week and takes leave during the week, the Employer may pay the employee only for the amount of leave that would bring the employee up to his or her regular hours of work, but may only charge the employee for the amount of leave time so paid, as is the current practice. However, the Employer will not reduce the number of hours *actually worked* by the employee to the normal hours of work per week and credit sick leave or vacation as an offset for those hours; rather the Employer will pay employee for the hours actually worked.

2. The statement of the normal hours of work in Section 24.01 of the Agreement does not prohibit the Employer from scheduling certain jobs for more hours to meet operational demands, for example the regular schedule for the hybrid Driver/Custodian position and one Senior Center Director currently exceed the normal hours of work on a regular basis and are expected to continue to do so.

3. The parties acknowledge that because they have agreed that only employees that normally work thirty-five hours per week are full time and entitled to health insurance, and the Employer may adjust hours for legitimate business reasons per Section 24.01 of the Agreement, and the federal health care laws/regulations regarding the Affordable Care Act as currently written would impose a penalty on employers for not providing health insurance to employees that average thirty hours or more a week, the Employer may limit the hours of part-time employees during any period that could be used as the basis for the Employer penalties under those health care laws/regulations. This acknowledgement does not limit the Employer's other rights regarding scheduling part-time employees or other employees under the Agreement

The agreements and acknowledgements here do not limit any of the Parties other rights under the Agreement.