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AGREEMENT BETWEEN

**OTTAWA COUNTY DEPARTMENT OF JOBS AND FAMILY
SERVICES**

AND

**LOCAL 1924, OHIO COUNCIL 8, AMERICAN FEDERATION
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-
CIO (AFSCME)**

Effective March 1, 2016 through February 28, 2019

SERB Case No. 2012-MED-08-0746

SERB Case

NO.

2015-MED-11-1208

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PREAMBLE

This agreement entered into by the Ottawa County Department of Job and Family Services and the Ottawa County Commissioners, hereinafter referred to as the Employer and AFSCME Local 1924, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union, has as its purpose, the establishment of an equitable and peaceful procedure for the resolution of differences, the establishment of rates of pay, hours of work and other agreed upon terms and conditions of employment.

ARTICLE 1 RECOGNITION

SECTION 1

Ottawa County Department of Jobs and Family Services ("Agency") recognizes AFSCME, Local 8 as the sole and exclusive bargaining representative for purposes of collective bargaining for the following employees: All regular full-time and regular part-time employees of the Employer in the following classifications: Administrative Hearing Officer, Case Manager, Case Worker, Eligibility Referral Specialist I and II, Clerical Specialist, Clerical Specialist II, Investigator, Investigator II, Social Service Worker I and II as certified by SERB in case number 2011-REP-12-0128.

Employees who are considered management-level, supervisors, contingent and/or confidential personnel as defined by Ohio's Collective Bargaining Act are excluded from the bargaining unit.

SECTION 2

In the event a new job is created, it is agreed between the parties that discussions shall take place to determine whether or not such new job shall be included in the bargaining unit. If an agreement cannot be reached between the parties as to whether a job is to be in the bargaining unit, the parties will submit the dispute to the State Employment Relations Board ("SERB") for final determination.

ARTICLE 2 DUES DEDUCTION

SECTION 1

- A. Dues will be deducted from an employee's paycheck once the dues deduction card is received from the union and stamped in by the Employer. The Employer shall not be responsible for any dues deduction if the Union does not provide to the Employer a properly completed dues deduction card. The dues will be deducted beginning in the second pay period of the month following receipt of the dues card. The dues deduction obligation shall commence when the dues deduction card is submitted by the local union to the Employer.
- B. It is understood and agreed between the Employer and the Union that the Employer will deduct any back unpaid Union dues, initiation fees, and uniform assessments owed the Union, as well as current Union dues, initiation fees, and uniform assessments from the paycheck of all employees who have signed proper legal authorizations for such deductions

and who are covered by this Agreement. The Employer further agrees to remit to the Controller/Treasurer of the Union by the end of the month, all Union dues, initiation fees, and uniform assessments so deducted from the paychecks of the employees covered by this Agreement. It is also agreed that neither the Union nor any employees 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 sixty (60) calendar days after the date such an error is claimed. If it is found an error was made, it will be collected at the next pay period that Union dues deductions will normally be made.

- C. All dues deduction cards which are processed by the Union shall remain processed, for the life of this contract. Monthly union dues are to be deducted on the second pay period of each month.
- D. The Employer shall remit the monthly dues deduction check(s) along with appropriate listing of employees, as specified in Section 2.04 to the Secretary Treasurer/Controller; Ohio Council 8, AFSCME, AFL-CIO, 6800 N. High Street, Worthington, Ohio 43085-2512.

SECTION 2

In cases where an employee does not have sufficient wages, the Employer agrees to deduct double dues from the pay of any such employee until all arrearages are brought up to date, when they have sufficient wages to make deductions in addition to all legally required deductions.

SECTION 3

The Union shall indemnify and hold harmless the Employer from any and all claims, suits, demands and other liability as a result of their actions regarding Section 1 and 2. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. Should an employee file an action against the Employer and/or Union regarding deductions made under this Article, the deductions for said employee(s) shall cease immediately until disposition is determined.

SECTION 4

The Employer shall provide the Union an alphabetical list of the names and addresses of each employee from whose account a dues deduction was made during the previous month including the amount of the deduction.

SECTION 5

The Employer shall be relieved from making dues deduction payments to the Union when a bargaining unit employee: (1) resigns or is separated from employment; (2) is laid off; (3) provides written revocation of dues deduction authorization; (4) is on an unpaid leave of absence when dues may otherwise be due; (5) when the employee is no longer a member of the bargaining unit; and (6) as provided in Section 2 of this article.

SECTION 6

All Employees in the bargaining unit who sixty (60) days from date of hire are not members in good standing of the Union, shall pay a fair share fee as a condition of employment.

All employees who do not become members in good standing of the Union shall pay a fair share fee to the Union effective sixty days from the employee's date of hire as a condition of employment.

The fair share fee amount shall be certified to the City 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.

ARTICLE 3 NON-DISCRIMINATION

SECTION 1

Neither the Employer nor the Union or its officers or members shall discriminate for or against any employee on the basis of race, religion, color, national origin, sex, sexual orientation, military status, employee organization, political affiliation, age, disability, or genetic information. The Employer and the Union agree to abide by the provisions of applicable Federal and State law regarding these matters.

SECTION 2

It is further agreed that neither a member nor the Union shall utilize the grievance or arbitration procedures of this Agreement in those situations where the member has other remedies available through a Federal or State administrative agency to address the claimed discrimination.

ARTICLE 4 MANAGEMENT RIGHTS

SECTION 1

Except to the extent modified by an express written provision contained in this Agreement, the Employer reserves and retains solely and exclusively all of its legal rights to manage its operations. The Employer retains and reserves all rights, power, authority, duty and responsibility confirmed or invested in it by the laws and constitution of the State of Ohio and/or the United States of America. The exercise of any such right, power, authority, duty or responsibility by the Employer and the adoption of such rules, regulations, policies as it may deem necessary, and as they apply to employees represented by the Union, shall be limited only by the express terms of this Agreement.

SECTION 2

The Employer's exclusive management rights, include all of those expressly set forth in Ohio Revised Code Section 4117.08 (C) as of the date of this Agreement and as that Section of the code may be amended or modified after the effective date of this Agreement. The Employer's rights include, but shall not be limited to, the following:

- A. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policies such as the functions and programs of the office, work standards of services, quality and quantity of work, its overall budget, utilization of technology, and organizational structure;
- B. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, supervise, evaluate, retain, layoff and recall;
- C. Maintain and improve efficiency and effectiveness;
- D. Determine the overall methods, process, means or personnel by which operation are to be conducted including the right to manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
- E. Suspend, discipline, demote or discharge for just cause, or transfer, assign, schedule, or retain employees and to lay off employees from duty due to the lack of work or lack of funds, reorganization, or abolishment of positions;
- F. To determine the adequacy of the work force;
- G. Determine the overall mission of the office;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the Employer;
- J. The right to determine the necessity for overtime and the amount of assignments required thereof;
- K. To promulgate and enforce all employment rules and regulations as related to job performance and to otherwise exercise the prerogatives of management;
- L. The right to maintain security of records and other pertinent information;
- M. The right to determine and implement necessary actions in emergency situations;
- N. The right to determine when a job vacancy exists, the duties and qualifications to be included in all job classifications, and the standards of quality and performance to be maintained; and
- O. Selecting and locating buildings and facilities;

SECTION 3

The Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer with regard to the operation of its work and business and the direction of its work force which the Employer has not specifically abridged, deleted, granted, or modified by the

express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer.

ARTICLE 5 WORK RULES

SECTION 1

The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate work rules, policies and directives.

SECTION 2

Copies of newly established written work rules or amendments to existing work rules will be furnished to the Union president or designee prior to the effective date of such rules or amendments. Prior to implementing any work rules, policies or directives the Employer agrees to discuss them with the Union president or designee if requested. The Employer will post any changes to work rules, policies or directives for fourteen (14) days prior to implementation except in cases of an emergency. This section does not require the employer to have the consent of the Union prior to implementation of work rules. The parties agree that this Agreement shall supersede all work rules and regulations which are in direct conflict with the express terms and conditions of this agreement.

ARTICLE 6 PERSONNEL FILE

SECTION 1

There may be only one (1) personnel file maintained by the Employer:

- A. Every employee shall be allowed to schedule a reasonable time to review his/her personnel file upon written request to the Agency. An employee may also authorize his/her attorney or representative of the Union to review said employee's personnel file upon written request to the Agency. Review of the file shall be made in the presence of the Agency Director or designated member of management.

Except for supervisory and administrative personnel with legitimate need to know and administrative agencies or courts of competent jurisdiction which have subpoenaed them, personnel files shall not be made available for review by anyone except as may be provided by law. As a public employer, the Union and bargaining unit understand that the Agency must also supply personnel files as may be required by Ohio's Public Records Act.

- B. Any employee may request a copy of documents in his or her file. The Employer may levy a charge for such copying, which shall bear a reasonable relationship to actual cost.
- C. If, upon examining his/her personnel file, an employee has reason to believe that there are inaccuracies in documents contained therein, the employee may write a memorandum to the Employer explaining the alleged inaccuracy. If the Employer concurs with the

employee's contentions, the faulty document or inaccuracy may be removed or corrected. If the Employer disagrees with the employee's contention, the Employer shall place the employee's memorandum in their personnel file explaining the disagreement.

- D. Any employee's signature on a document shall mean he/she has seen the document and not that he/she agrees with its content unless it is so stated on the document.

ARTICLE 7 JOB DESCRIPTIONS

SECTION 1

The Employer has the right to issue job descriptions and to determine the appropriate qualifications and job functions.

SECTION 2

The Employer shall furnish a written copy to the Union of any changes in duties or eliminated job description five (5) days in advance of the effective date of such change. The Employer shall meet with the Union to discuss such job changes prior to effective date of such change, if requested.

If the change is not related to the duties of a position the Employer shall notify the Union in advance, in writing, of such change if possible.

ARTICLE 8 BULLETIN BOARDS

SECTION 1

The Employer agrees to provide a bulletin board or bulletin space for the Union's use. The Union agrees to post meeting notices, bulletins, legislative reports, committee reports, and other notices or information of interest to Union members only. No other material shall be posted, including material which is political in nature, profane, obscene, attacking, harassing, discriminatory, scandalous or defamatory of the Employer, its representatives, its employees, or any elected official(s). Prior to posting any material on the bulletin board, bargaining unit employees must receive approval from the Union President.

SECTION 2

The Employer reserves the right to prohibit the distribution or posting of any material which violates Section 1 of this Article

SECTION 3

The Employer agrees to provide space for Union filings.

ARTICLE 9 UNION REPRESENTATION

SECTION 1 Priority

The Union and Employer jointly agree that the investigation and writing of grievances or other union activities which the Union representatives or employees undertake during work time shall not interfere with the mission or services of the Agency.

SECTION 2 Employee Representative

The Employer agrees to recognize two (2) employees as Union Steward for the bargaining unit for the purpose of processing grievances and representing employees pursuant to the provisions of this Agreement. The Union will notify the Employer in writing of the names of all officers and representatives of the bargaining unit and of any changes which may occur. The Employer will not recognize or do business with anyone not on the list. The representative shall have no authority to take any action interrupting the business of the Agency. Except as specifically set forth in this Agreement, any Union representative shall not conduct Union business on County time.

SECTION 3 Union Representatives

The President or designee of the local Union shall be admitted to the Employer's facility for the purpose of processing grievances, attending meetings, or for monitoring the administration of this Agreement, upon approval of the Employer or designee. The Union President or designee shall not suffer any loss of pay when pre-disciplinary conferences are scheduled during regular business hours of the Agency. Union President or his/her designee shall be permitted reasonable release time during working hours with no loss of pay to investigate and process grievances, prepare for and represent employees at disciplinary hearings, and to attend labor management meetings. However, the Union President or designee shall first make all attempts to conduct such activities outside work time when possible. The President or designee must report to their direct supervisor their request for release time in advance for approval. Granting of release time is at the sole discretion of the Director or designee. The denial of release time shall not be subject to the grievance procedure. The Employer or its designee shall facilitate any necessary contact between the representative and bargaining unit employee, provided that arrangement of the contact is not unduly disruptive of the employee's job responsibilities.

SECTION 4 AFSCME Council

Authorized AFSCME Council 8 representatives, upon advance notice to the Employer, shall have access to the employer's premises to contact Union Stewards and Officers for the purpose of attending meetings or for monitoring the administration of this Agreement. Such access shall not unduly disrupt the workplace or employee duties.

ARTICLE 10 LABOR-MANAGEMENT MEETINGS

SECTION 1

In the interests of sound labor/management relations, the efficient operation of the Employer, and quality public service, representatives of the Employer and the Union shall meet as soon as feasible, upon request of either party, to discuss matters addressed in Section 2 herein.

SECTION 2

An agenda will be furnished and/or exchanged at least five (5) days in advance of the scheduled meeting with a list of the topics to be discussed. The Union shall also supply the name of up to three (3) representatives in addition to an Ohio Council 8 Representative who will be attending. Union employee representative shall not suffer any loss of pay during attendance at such meetings scheduled while the employee is working their normal working hours. In no event shall attendance in labor-management meetings result in over-time.

The purposes of such Labor-Management meetings shall be to:

1. Discuss the administration of this agreement;
2. Discuss grievances which have not been processed beyond the final step of the grievance procedure only when such discussions are mutually agreed to;
3. Discuss ways to improve efficiency;
4. Discuss health and safety matters relating to the employees;
5. Discuss the effects of proposed and current policies and procedures; and
6. Discuss or disseminate any other information of interest to the parties.

SECTION 3

Labor-Management meetings shall not be used as negotiation sessions or to alter/amend this Agreement

ARTICLE 11 SAFETY AND HEALTH

SECTION 1

It is agreed that safety is a prime concern and responsibility of the Employer, the employees and the Union.

SECTION 2

The Employer agrees to provide safe working conditions for employees in conformance with minimum standards of applicable law. The Employer will attempt to correct unsafe working conditions and see that safety rules and safe working methods are followed by employees.

SECTION 3

The employees and the Union accept responsibility to maintain work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer. All unsafe working conditions shall be immediately reported by the employee to the Employer as soon as any unsafe working conditions are known.

SECTION 4

The Employer will strive to provide a clean and sanitized environment.

SECTION 5

The Employer and the Union may consider and discuss safety and health related matters and explore ideas for improving safety, at labor relations meetings.

SECTION 6

Violation of safety rules shall subject the offending employee(s) to disciplinary action up to and including termination of employment. An employee disciplined for failure or refusal to abide by the Employer's safety policies, rules and procedures may appeal such discipline under the Grievance Procedure contained herein. An employee seeking remedy before any other agency shall not be eligible to have that grievance heard before an arbitrator under the Grievance Procedure.

If a grievance under this Section is heard by an arbitrator, the arbitrator will not have the authority to invalidate a safety or health policy, rule or procedure that is reasonable and fairly applied.

ARTICLE 12 PAY DAY

SECTION 1 Pay Period

For payroll purposes, pay periods begin on Sunday and end on Saturday of the following week. Payment for hours worked during a pay period is made bi-weekly on the Friday following completion of the pay period.

Checks are issued in the employee's departmental office. Direct deposit is available to all employees. Any checking or saving account information supplied for payroll purposes will remain confidential.

SECTION 2 Deductions

Federal, state and municipal laws require automatic deductions of appropriate taxes and other deductions from employee's wages, including OPERS and Medicare and taxable fringe benefits. Participation in voluntary programs that an employee may elect to have deducted include dental, health and vision insurance, supplemental life insurance, savings bonds, deferred compensation, United Way contributions, IRS Section 125 deductions, etc.

SECTION 3 Employee Obligation

Employees must review the information on their pay stubs to ensure accurate payment, deductions and balances and should immediately report any inaccuracies to the payroll officer.

Employees are responsible for notifying their Supervisors or payroll officer of any change in address, bank account, marital status, deductions or any other information that may affect payroll.

ARTICLE 13 HOURS OF WORK/OVERTIME

SECTION 1 Generally

This Article defines the regular hours of work and shall not be construed as a guarantee of hours of work per day or per week. The Employer shall establish the work schedules. The Employer may change the schedule/hours of employees for emergencies and/or operational needs of the department. The normal workweek shall be from 12:00 a.m. on Sunday of each calendar week through 11:59 p.m. Saturday. All bargaining unit members shall be paid every other week. Employees may utilize a flexible work schedule at the Director's sole discretion.

SECTION 2 Overtime

It is understood that bargaining unit members must work overtime and non-regular hours as required by the Employer per this Agreement. It is understood and agreed that the Employer shall be the sole judge as to the necessity for overtime.

Bargaining unit members shall receive time and one-half (1½) their regular rate of pay for all hours actually worked in excess of forty (40) hours in any work week. Overtime hours shall not be pyramided. Time actually worked on a holiday is not considered time worked for overtime purposes because separate compensation is already paid. For calculation of overtime "hours actually worked" is defined as actual hours worked.

SECTION 3 Compensatory Time

An employee may request compensatory time in lieu of overtime pay. If so requested, Compensatory time shall accrue at the same rate, (one and one-half (1½) hour of compensation for each hour of overtime worked). Employees shall accumulate no more than forty (40) hours of compensatory time. Non-exempt employees shall be compensated at the appropriate overtime rate of pay for any overtime hours authorized and worked after they have accumulated forty (40) hours of compensatory time.

SECTION 4 Lunch

All full-time employees shall be granted an unpaid, uninterrupted lunch period of thirty (30) minutes scheduled at the discretion of the Employer. The lunch period may be altered, if requested by the employee, at the discretion of their Supervisor.

ARTICLE 14 PROBATIONARY PERIOD

SECTION 1 Requirement

Every newly hired employee or employee appointed to a position in the bargaining unit covered by this Agreement shall be required to successfully complete a probationary period.

SECTION 2 Initial Period

The first one hundred eighty (180) calendar days of an employee's employment are considered the probationary period. A new hire probationary employee may be removed from employment at any time during their probationary period and shall have no right to appeal such removal/

termination under the grievance procedure of this Agreement or to any other forum including, but not limited to, the State Personnel Board of Review ("SPBR").

SECTION 3 **Promotion Probation**

Each employee that is promoted or transferred will serve a one hundred eighty (180) day probationary period. An employee serving a promotional probationary period may be returned to their former position and rate of pay if their work performance, behavior and/or work attitude is not satisfactory to the Employer.

Prior to the end of a sixty (60) working day period an employee dissatisfied with his/her new position may request to return to the position in which he/she previously worked.

SECTION 4 **Length of Probationary Periods**

A probationary employee who has lost work time due to illness, injury or leave without pay for more than five (5) work days (cumulative) during their probationary period shall have their probation period extended by the length of the absence.

The Employer reserves the right to extend the probationary period up to an additional one hundred and eighty (180) days.

ARTICLE 15 **SENIORITY AND OTHER RELATED MATTERS**

SECTION 1

Seniority shall be defined as the length of an employee's continuous service with the Agency. Part time employees' continuous service shall be prorated.

SECTION 2

The Employer agrees to provide the Union with a currently updated seniority list on a quarterly basis.

SECTION 3

Seniority shall terminate for an employee when he/she:

- A. Resigns or retires;
- B. Is discharged with just cause;
- C. Is laid off for a period in excess of one (1) year;
- D. Fails to notify the Employer of his intention to return to work within three (3) consecutive days after receiving notice of recall and/or fails to report to work within fourteen (14) calendar days after having been recalled;
- E. Fails to return to work on the first day following expiration of a leave of absence pursuant to Section 5 of this Article; and/or

F. Fails to report for three (3) workdays without notification to the Employer.

SECTION 4

A termination of employment lasting thirty (30) calendar days or less shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

SECTION 5

An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedures for such leave and returns to active service immediately following the expiration of the approved leave. The Employer will take into consideration all of the circumstances involved before it decides whether or not to terminate an employee for failure to return to work on the first day following expiration of a leave of absence.

ARTICLE 16 TRAINING

SECTION 1

The Employer shall provide appropriate training for all newly hired and promoted employees and when introducing new equipment, methods, policies, procedures and regulations.

SECTION 2

Additional training opportunities may be offered to employees contingent upon funding and work-related necessity of such training. When it is not possible to provide training for all employees, those employees with the greatest seniority in the affected position shall be given preference absent other appropriate concerns of the Employer.

If statewide training is not available, the employer will make reasonable effort to obtain comparable training from other sources.

SECTION 3

All employees shall receive written notification of changes in procedures and if additional training opportunities exist related to the job they perform.

ARTICLE 17 BIDDING

SECTION 1

Whenever the Agency determines that it wishes to fill a vacancy within the bargaining unit, and/or has created a new position, a notice of such vacancy shall be posted on the Union's bulletin board, and the Department's bulletin board, for five (5) working days. During the posting period, bargaining unit employees who have been in their current position for at least twelve consecutive months wishing to apply for the vacant position shall do so by submitting a bid sheet to the Director or Designee and file stamped no later than 4:00 p.m. on the last day of the five (5) working days posting. A file stamped copy of the bid will be provided to the

applicant, if requested. The Agency shall not be obligated to consider any application submitted after the posting period. The job posting will contain: (1) position title; (2) department; (3) rate of pay; (4) minimum qualifications; (5) brief description of duties; and (6) deadline for employee response.

SECTION 2

A vacancy within the bargaining unit shall be filled by the senior most qualified applicant who bids on the job. Qualifications, include but are not limited to, experience and ability to perform the work as determined by the Employer.

SECTION 3

For the purpose of this Agreement, the term "Promotion" shall mean the act of placing an employee in a position in the bargaining unit which carries a higher salary range than ~~that~~ previously held. For purposes of this Agreement, the term "Transfer" shall mean the act of placing an employee in a position in the bargaining unit which carries the same, or a lower, salary range than ~~that~~ previously held.

SECTION 4

The Agency shall give first consideration to those timely filed applications of employees already within the bargaining unit. However, in the event no employees within the department and/or Agency bid for any transfers or promotions or are deemed qualified, then the Employer may hire from other sources.

SECTION 5

The Union shall receive notice of who was awarded the job and those who submit bids, and the criteria that the Employer used in awarding the position, upon request.

ARTICLE 18 BARGAINING UNIT WORK

SECTION 1

Supervisor(s) and non-bargaining staff will not spend more than half of their time performing the work of a bargaining unit member except for intermittent assistance, high workload conditions, or emergency situations.

This provision will not be used in any way to inhibit bargaining unit growth.

ARTICLE 19 SUBCONTRACTING

SECTION 1.

The County will not subcontract work normally performed by bargaining unit employees unless:

- A. Adequate existing equipment and/or other facilities are not available when the work is needed;

- B. The County is required by law to seek competitive bids;
- C. Bargaining Unit employees do not have sufficient skills and ability to perform the required work;
- D. There is an insufficient number of bargaining unit employees to do and complete the required work;
- E. There are time limited funding issues; and
- F. The County is permitted by law to enter into a shared services or merger agreement with other agencies or boards.

ARTICLE 20 LAYOFF AND RECALL

SECTION 1 Notification of Layoff

Whenever possible, the Employer shall notify the Union and affected employees at least thirty (30) calendar days in advance of the effective date of the layoff or job abolishment. The Union agrees to meet with the Employer to discuss layoffs if requested. Either the Union or the Employer may request, in writing, a meeting to discuss the layoffs. Employees will be given the opportunity to volunteer for layoff.

SECTION 2 Layoff and Period of Recall

Whenever the Employer determines that a layoff must occur, layoffs of bargaining unit employees will be by classification. The Employer shall determine in which classifications layoffs will occur. Employees shall be laid off within each classification in the inverse order of Agency seniority, beginning with the least senior employee and progressing to the most senior up to the number of employees that are to be laid off.

SECTION 3 Bumping Rights

Employees notified of layoff shall have the right to displace (“bump”) less senior employees with the least seniority in the following order:

- A. Within the classification from which the employee was laid off;
- B. Within the classification series from which the employee was laid off; and
- C. Within a lateral classification the employee previously held.

In no event shall an employee be permitted to bump into a higher or lateral group unless the employee previously held a position within that classification. An employee bumping into a lower group will be paid four percent (4%) less than his/her current salary; but not exceeding the maximum pay for the position in which the employee bumped into.

Employees must meet the minimum qualifications of the position in which they bump and must be able to show the ability to perform all of the duties of the position after a thirty (30) day

familiarization period. Employees bumping to a lower classification will be paid at the applicable lower classification rate of pay. Employees who are unable to perform all duties of the position into which they have bumped by the end of the thirty (30) day familiarization time period will be laid off and put onto the recall list into their previously held position only.

SECTION 4 **Recall Rights**

Laid off employees shall have the right to recall to a position in their current classification for a period of up to twelve (12) months from date of the layoff. The Employer shall provide written notice of recall to the affected employees by certified mail to the employee's last known address. It shall be the responsibility of each employee to keep the Employer informed of his/her current residence or mailing address. Notice shall be deemed properly provided in the event employees fail to claim the certified mail. Laid off employees shall notify the Employer of any temporary absence from their regular address. If there is a recall, employees who are still on the recall list shall be recalled in the inverse order of their layoff by agency seniority.

SECTION 5 **Time Limits for Recall and Return from Layoff**

The laid off employee shall have two (2) business days after receipt or attempted delivery of recall notice by certified mail in which to contact the Employer and advise them of their intent to exercise their rights to recall. After the expiration of this time, or upon notice by employee of their intent not to exercise their right to recall, the next employee in line on the recall roster shall be notified and given their right to recall.

The employee who has been properly notified by the Employer must report to work ten (10) business days from the date of receipt or attempted delivery of the notification, unless a longer period is provided by the Employer. Employees who fail to report for work as specified above shall forfeit their recall rights and the next employee in line on the eligibility roster shall be notified.

Laid-off employees who refuse recall to their most recent classification shall forfeit all further recall rights and shall be removed from the recall list. Laid-off employees who refuse a vacant position in a lower classification shall remain on the recall list but only for their most recent classification. A laid-off employee who accepts a vacant position in a lower classification shall maintain their position on the recall list for their most recent classification.

There shall be no new hires or promotions into the classification in which there remains qualified employees active on a layoff list.

SECTION 6 **Probationary Period**

Recalled employees shall not serve a new hire probationary period upon reinstatement, except that employees serving a probationary period at the time of layoff shall be required to repeat such probationary period in its entirety. However, employees recalled into a vacant position will serve a thirty (30) day familiarization period. Should the employee not be able to sufficiently learn and/or perform the duties of the position within the familiarization period, the employee will be placed back on the lay-off list for recall into their previously laid-off position only.

SECTION 7 **Accrued Time**

Employees laid off shall have the option of keeping any accrued and unused vacation or comp time on the books throughout the twelve (12) month layoff period. Vacation and comp time will only be paid out at the time of layoff by request upon completion of the applicable request form. Employees not recalled during the twelve (12) month period will automatically be paid all accrued and unused vacation or comp time retained to their credit.

SECTION 8 **Appeal**

Any appeal regarding a layoff, reasons for a layoff, or displacements shall only be through the grievance and arbitration procedure of this Agreement. Specifically, employees waive their rights to appeal a layoff decision to the State Personnel Board of Review ("SPBR") or for failure of the Employer to comply with Ohio Revised Code Sections 124.321 through 124.328. Grievances regarding layoffs must be filed within seven (7) calendar days of notice of the layoff.

SECTION 9

Should the financial condition of the Agency change, the Employer and the Union agree to sit and discuss other possible options prior to layoff of bargaining unit members.

ARTICLE 21 **CORRECTIVE ACTION**

SECTION 1 **Definition**

Discipline is defined as an action taken by the Employer against an employee for violation of this agreement and/or violation of the rules, policies and regulations of the Employer. No employee shall be suspended, discharged, or removed except for just cause.

The parties agree that all disciplinary procedures shall be carried out in private and in a businesslike manner. Bargaining unit employees may request Union representation during the disciplinary process. The employer may, at its discretion, place an employee on administrative leave, with pay, until a determination regarding discipline is made.

SECTION 2 **Discipline Type and Considerations**

Except where more severe discipline is warranted, discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's personnel policy. Discipline may include verbal warning, written reprimand, paid or unpaid suspension, removal/discharge. The level of discipline shall also take into account the nature of the violation/infraction, the employee's record of performance and conduct, and previous active discipline in accordance with Section 5. Discipline may be advanced on the initial infraction, up to and including removal.

SECTION 3 **Pre-disciplinary Conference**

Whenever the Employer determines that an employee's conduct may warrant time-off suspension, demotion, removal, or other discipline resulting in loss of pay, a pre-disciplinary conference between the employee and the Director, or designee, shall be arranged to give the employee an opportunity to offer an explanation of, or refute, the violation. The employee may have a union steward or a union official present at the pre-disciplinary conference.

Written notice of such conference may be mailed or personally delivered to the employee. Such notice shall also advise the employee of his rights to be represented at the conference by his steward and/or Union representative. Said conference will generally take place within five (5) workdays from when notice is given, and the time, date and place will be by mutual agreement.

SECTION 4 **Limitations and Waiver**

Verbal warnings, written reprimands, and suspensions not resulting in a loss of pay are subject to appeal under the Grievance Procedure through Step 1 only. Grievances of discipline consisting of termination or suspensions resulting in a loss of pay may be appealed under the Grievance Procedure to arbitration. Terminations shall begin at the Second Step of the Grievance Procedure if necessary to proceed to expedited arbitration. Appeal through the Grievance Procedure contained in this Agreement is the sole and exclusive remedy for all bargaining unit employees. Therefore, Employees expressly waive their right to appeal disciplinary actions to the State Personnel Board of Review (“SPBR”) pursuant to the Ohio Revised Code 124 *et seq.* Further, employees removed during their initial probationary period shall not be permitted to appeal such removal through the Grievance Procedure.

SECTION 5 **Active Discipline**

Disciplinary action resulting in a suspension, reduction or loss of pay shall not be considered for any other disciplinary actions after a period of twenty four (24) months providing there are no intervening disciplinary actions taken during that time period. Verbal warnings and written reprimands shall not be considered for any other disciplinary actions after a period of twelve (12) months providing there are not intervening disciplinary actions take during that time period.

ARTICLE 22 **GRIEVANCE PROCEDURE**

SECTION 1 **Grievance Defined, Content, Timeline for Filing**

The term “grievance” shall mean an allegation that there has been a violation, misinterpretation, or improper application of the specific provisions of this Agreement. Employees who are serving their initial probationary period shall have no right to the grievance process. Further, it is not intended that the grievance procedure be used to effect changes in this Agreement nor those matters not covered by this Agreement. Grievances must be submitted in writing and in person no later than ten (10) calendar days following the events or circumstances giving rise to the grievance.

All grievances must contain the following information:

- A. Aggrieved employee’s name, or names of all grievant(s);
- B. Signature of the aggrieved employee or employee(s);
- C. Date grievance was first discussed and the name of the supervisor with whom the grievance was discussed;

- D. Date and time grievance occurred;
- E. The location where the grievance occurred;
- F. A description of the circumstances or incidents giving rise to the grievance;
- G. Specific provisions of the Agreement violated;
- H. Desired remedy to resolve the grievance; and
- I. Documentation believed to support the grievance.

SECTION 2 **Grievance Procedure**

- A. Step One – Supervisor** An employee having a grievance shall first attempt to resolve it with their immediate supervisor. Such attempt at resolution shall be made by the member-grievant and union representative within seven (7) calendar days following the submission of the written grievance to the supervisor.

A grievance representative will accompany the grievant to the grievance meetings, unless a waiver of representation is signed. A grievant shall have the right to submit a grievance without the intervention of the Union although the Union would reserve the right to resolve or withdraw the grievance at any step of the grievance process. Within seven (7) calendar days after meeting with the grievant, the supervisor shall submit to the grievant his/her written response to the grievance. If the grievant is not satisfied with the written response, the grievant may pursue the grievance to Step Two.

In the event that an employee's immediate supervisor is also the Director, the Director will appoint a designee to hear the Step Two grievance.

- B. Step Two – Director** Should the grievant not be satisfied with the answer in Step One, within seven (7) calendar days after receipt of the Step One response (or seven (7) calendar days after the Step One meeting if no written response is received) the grievant may appeal the grievance to Step Two by delivering a copy of the grievance form, containing any written response at the prior step and any other pertinent documents, to the Director. The Director or designee shall date the form, accurately showing the date it was received.

The Director or designee shall, within seven (7) calendar days of receipt of the written grievance, schedule and conduct a meeting to discuss the grievance with the grievant and Union steward. Within ten (10) calendar days of the meeting at Step Two, the Director or designee shall submit a written response to the grievance.

- C. Step Three – Arbitration** If the grievant is not satisfied with the answer in Step Two, within ten (10) calendar days after receipt of the Step Two response, (or ten (10) calendar days after the Step Two meeting if no response is received) the Union may appeal to arbitration by serving the Employer a written notice of intent to arbitrate. Discipline consisting of a verbal

warning, written reprimand or suspension not resulting in a loss of pay is subject to appeal to Step Two of the grievance procedure only and shall not be subject to arbitration.

Within twenty-one (21) calendar days of the Employer's receipt of the notice of intent to arbitrate, the Union, shall, by letter, solicit nominations for arbitrators from the Federal Mediation and Conciliation Services ("FMCS") to hear the arbitration. Upon receipt of such list of arbitrators the parties shall meet and attempt to select one (1) arbitrator from the list. Both parties may exercise the option to strike the entire panel of proposed arbitrators once in any one (1) grievance. If either party does not choose to strike the entire panel of proposed arbitrators, and the parties otherwise fail to agree upon the selection of one (1) arbitrator, the parties shall then proceed to alternately strike one (1) name each from the list. Determination regarding which party shall have the privilege of striking a name from the list first shall be resolved by the toss of a coin or another mutually agreeable method. The individual whose name remains on the list after the other names have been removed shall be the arbitrator. The FMCS shall be informed of the individual selected and request that such arbitrator be assigned to the grievance. The arbitrator shall arrange with the parties, the date, time and place of the meeting. The parties may also mutually agree upon an arbitrator without requesting a list from the FMCS.

Arbitration proceedings shall be conducted under the voluntary labor arbitration rules of the FMCS, except as modified by the provisions of this Agreement. The arbitrator shall conduct a fair and impartial hearing concerning the grievance, and shall only consider the testimony, evidence and documents received during the hearing. The arbitrator shall hear only one grievance at a time unless both parties agree, in writing, to consolidate two (2) or more grievances. After a dispute on which the arbitrator is empowered to rule hereunder has been referred to him, such dispute may be withdrawn by either party. The withdrawing party shall be responsible for any applicable cancellation fees.

The fees of the arbitrator and the rent, if any, for the hearing room shall be shared equally by the parties. Agency employees, called as witnesses by either party, shall receive their regular rate of pay from the Agency while attending such hearing during work time. In no event shall this provision result in over-time. The expense of any non-employee witness(es) shall be borne, if at all, by the party calling that witness. The fees of a court reporter shall be paid by the party asking for one, however, such fee shall be split equally if both parties desire a reporter or otherwise request a copy of the transcript.

No issue whatsoever may be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place during the effective dates or agreed extensions of this Agreement. No decision by an arbitrator shall infringe upon the rights or obligations of the Employer as expressed or intended by the provisions of Ohio law, except as specifically modified by the express written provisions of this Agreement. Either party may raise the issue of arbitrability before the arbitrator. In the event such issue is raised, the first question to be addressed by the arbitrator shall be whether the grievance is arbitrable.

The arbitrator shall not change wage rates already in effect pursuant to this Agreement. No award of any arbitrator shall be retroactive for a period prior to the ten (10) day period for

filing grievances set forth in Section 1. The arbitrator shall hear and record testimony from both parties and apply the rules of the FMCS. The arbitrator shall not have the authority or power to add to, subtract from, disregard, alter or modify any of the terms or provisions of this Agreement. The arbitrator shall not grant prospective, equitable relief that extends beyond the express term of this Agreement. It is expressly understood that the decision of the arbitrator, within his/her function and authority as set forth herein, shall be final and binding upon both parties. The arbitrator's decision and award shall be provided in writing and will state the issue(s) and rationale for reaching the decision.

SECTION 3 **Timely Processing of Grievances**

Any grievance must be completed and filed upon the authorized grievance form agreed to between the parties. Any grievance not advanced to the next step by the grievant or Union within the time limits proscribed in that step shall be deemed settled and resolved by the Employer's last answer. Any grievance not answered by the Employer within the time limits in that step, shall automatically proceed to the next step. Time limits shall be strictly observed in order for a grievance to be considered arbitrable; however, they may be extended by the Employer and the grievant or Union by mutual agreement in writing.

ARTICLE 23 **VACATION**

SECTION 1

All full-time employees are entitled to vacation leave, with pay, after completion of one (1) full year of service (one year or 2,080 hours, whichever is longer). Vacation shall accrue per bi-weekly pay period based on length of service as follows:

Years of Service	Accrual	Accrual per 80-hr Pay Period	Accumulation
Less than one year	.0388		No Vacation
After 1 year thru year 7	.0388	3.1	2 weeks
Year 8 thru year 14	.0575	4.6	3 weeks
Year 15 thru year 24	.0775	6.2	4 weeks
25 years or more	.0962	7.7	5 weeks

The number of years of service includes total part-time as well as full-time employment while employed by the County, State, or any political subdivision of the State of Ohio in accordance with O.R.C. 9.44 and 325.19. For new employees (those with no prior years of service as specified in R.C. 9.44 and 325.19), one (1) year of County service must be completed before eligibility to use any vacation leave is established.

Vacation service credit shall also include the pre-retirement service with the State, County, or a local government agency of an employee who retires in accordance with the provisions of any retirement plan offered by the State and is subsequently re-employed full-time by the Employer. Such employee may use their vacation as soon as it accrues.

SECTION 2

Vacation leave should be taken in the year it is earned. Vacation balances will carry over for a maximum of three (3) years. Credit in excess of three (3) years will be eliminated from the employee's vacation leave balance and [e]mployees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for three years.

Employees may cash out vacation each year under the same terms and conditions as approved by the commissioners for non-bargaining unit employees.

SECTION 3

To schedule vacation, a bargaining unit employee shall submit a vacation leave request in writing to their Supervisor for approval in advance. Vacation cannot be scheduled more than one (1) year in advance and only when employee is eligible to use it. Vacation leave may be denied by the Employer based upon operational, staffing, business, and workload needs.

When two (2) or more employees request the same vacation day at the same time, the most senior employee shall be granted the vacation day. All other leave requests will be granted in the order received. Once an employee has already been approved for a vacation, he or she may not be subsequently displaced by a more senior employee. Whether more than one employee may schedule vacation during the same time frame shall be determined in the Employer's sole discretion.

SECTION 4

For same day call off requests for non-medical/illness/injury reasons (i.e., requesting to take a vacation day for leisure), staff will need to speak with his/her supervisor directly, in order to request authorization. Verbal authorization for same day requests of compensatory time, vacation time, and leave without pay, for a reason other than sick leave purposes, are at the sole discretion of that unit supervisor, or if not available, another supervisor or the director.

Documentation: For same day verbal leave requests, upon return to work, employee will complete the Request in Time Keep, where he/she may designate the type of leave to use to cover the absence. If agency received notification of leave in the above referenced manner, supervisor retains responsibility for approving the leave. For same day vacation/compensatory leave approvals, the employee's unit supervisor or supervisor who approved the leave in the other's absence, may authorize the leave request. If no notification was received by the agency, the employee's supervisor will address the matter with the individual.

SECTION 5

Upon separation of employment, payment will be made for earned but unused vacation. Employees who leave the County prior to completion of one year of employment are not eligible for payment for accrued vacation.

SECTION 6

In the event of the death of an employee, accrued vacation leave will be paid in accordance with O.R.C. 2113.4 or to the employee's estate.

SECTION 7

Employees do not accrue vacation leave while in unpaid leave or leave without pay status.

ARTICLE 24 HOLIDAYS

SECTION 1

All full-time bargaining unit employees will be paid eight (8) hours of holiday pay for the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

SECTION 2

Holidays falling on Saturday or Sunday will be observed on the proceeding Friday or following Monday as determined by the Ohio Revised Code.

SECTION 3

Payment will not be made for holidays that occur during an unpaid leave of absence. If a holiday occurs during a period of County paid leave, the full time employee will be regarded as having been off duty and draw his/her normal holiday pay without being charged for sick leave, bereavement leave, compensatory time or a vacation day.

SECTION 4

If a full-time employee is required to work on a holiday, the full-time employee shall receive straight time pay for each hour worked in addition to their holiday pay for the holiday worked.

SECTION 5

Part-time employees are not entitled to holiday pay.

SECTION 6

Employees who call off sick for their last scheduled shift before a holiday or their first scheduled shift after a holiday may be asked to provide medical documentation at management's discretion. An employee who fails to provide requested medical documentation or who has been determined to have abused sick leave for their last scheduled day before or their first scheduled day after a holiday will not be entitled to holiday pay. An employee who calls off on a holiday which they are scheduled to work shall also not be entitled to holiday pay.

ARTICLE 25 SICK LEAVE

SECTION 1

All County employees (full-time and part-time) accrue .0575 hours of sick leave for all hours in active pay status per pay period. This equals 4.6 hours each eighty (80) hour pay period. For purpose of computing sick leave, "active pay status" is defined as actual time worked and paid vacation, sick and compensatory time.

SECTION 2

County employees with prior service from another public entity may transfer any remaining unused balance of accumulated sick leave to Ottawa County in accordance with O.R.C. 124.38.

SECTION 3

Following is the call off procedure for call offs due to medical, illness or injury reasons, regardless of the type of leave requested to be used.

Process: All employees reporting off work will call the agency and utilize the "call off" extension where they will receive a message asking for specific relative information. Messages must be left by 8:00 a.m. of the day the individual is scheduled to work, and a call is required for each day of absence, unless an extended absence was prior authorized. If an individual is not able to record the voice mail by 8:00 a.m., he/she will need to contact a supervisor, and speak with that individual personally.

When calling off, employees will provide their name, reason for absence with a brief description, expected date of return, whether there is the potential that this may be for Family Medical Leave Act ("FMLA") identified leave, if they have any meetings or appointments for the day, and a contact number at which they can be reached for that day. Please note that it is the Agency's role to make the final determination whether specific leave may or may not be designated as FMLA in nature.

All messages will be retrieved off the Call Off extension shortly after 8:00 a.m., Monday through Friday. An e-mail notification will be sent to the front desk clerical specialist and all supervisor identifying who has called off for that day. In the event that an individual calls after 8:00 a.m. the supervisor taking the call will update the call off e-mail. For same day leave requests not related to medical/illness/injury, the individual approving the leave will e-mail all supervisors and the front desk staff, to inform them of the individual's absence.

Documentation: Upon return to work, employee will complete the Request for Leave Form, where he/she may designate the type of leave to use to cover the absence. If agency received notification of leave in the above referenced manner, supervisor retains responsibility for approving the leave form. If no notification was received by the agency, the employee's supervisor will address the matter with the individual.

SECTION 4

Employees' may use sick leave, upon approval of their supervisor or the Director for absence due to illness, pregnancy, injury, exposure to contagious disease which could be communicated to other employees, and due to illness or injury in the employee's immediate family. Unused sick leave shall be accumulated without limit. When sick leave is used it shall be deducted from the employee's credit on the basis of one (1) hour for every one (1) hour of absence. Intent to defraud, excessive abuse or misuse of sick leave, suspicious patterns of use, or falsification of any statements regarding sick leave shall be cause for disciplinary action up to and including dismissal. The employer may also request a doctor's excuse at any time a suspicious pattern of use is determined to exist. Employees must also provide verification of illness in the form of a doctor's excuse when they are absent for three (3) or more consecutive days.

SECTION 5

Immediate family for sick leave usage shall be defined as current spouse, child, step-child, parent, step-parent, mother-in-law, father-in-law, brother, sister, step-sibling, sister-in-law, brother-in-law, grandparent, spouse's grandparent, grandchild, child ward, person to whom the employee is appointed the legal guardian, or anyone standing in loco parentis status to employee.

ARTICLE 26 PERSONAL DAYS

SECTION 1

All bargaining unit employees are allowed to exchange accumulated sick time for up to three (3) personal days. Two (2) days of accumulated sick time may be traded for one (1) personal day. No more than three (3) personal days may be exchanged in any one (1) calendar year. Personal Days may not be carried over from one calendar year to the next.

SECTION 2

An employee shall make a request for personal days to their supervisor in advance. However, an employee may request a personal day utilizing the same procedure for the use of vacation leave under Article 23, Section 4.

SECTION 3

Personal days may not be exchanged back in for sick days.

SECTION 4

Employees that are disciplined for excessive sick leave abuse shall be excluded from participating in this exchange program for a six (6) month period.

ARTICLE 27 FUNERAL LEAVE

SECTION 1 Leave Type

When death occurs in an employee's immediate family as defined in this Article, upon written request, an employee shall be entitled to a maximum of up to three (3) consecutive work days off

with pay to attend the funeral and to attend to other family matters. One (1) of the days off shall include the day of the funeral.

Employees may also utilize, upon written request, up to three (3) consecutive days off without pay or accrued and available sick leave benefits to attend the funeral of any person who is not a member of the employees "immediate family" as defined by this Article. One (1) of the days off shall include the day of the funeral.

SECTION 2 **"Immediate Family"**

For purposes of this Article, "immediate family" is defined as follows: current spouse, child, step-child, parent, step parent, mother-in-law, father-in-law, brother, sister, sister-in-law, brother-in-law, step brother or sister, grandparent, spouse's grandparent, grandchild, child ward, person to whom the employee is appointed the legal guardian, or anyone standing in loco parentis status to employee.

SECTION 3 **Additional Leave**

When an employee needs additional time off for a death in the immediate family, they may utilize accrued and available paid time off, or time off without pay, after notification to the Director or designee of their needs. The Employer has the sole authority to approve or deny use of additional leave for purposes of bereavement.

SECTION 4 **Restrictions**

The Employer may require documentation of attendance of the funeral. No paid bereavement leave shall issue for any days, or parts thereof, that fall during non-work time (such as weekends) or paid holidays.

ARTICLE 28 **CALAMITY DAYS**

SECTION 1 **Office Closure**

If the Employer declares an emergency exists requiring that the Agency be officially closed for business, employees who are scheduled to work, but who are not required, shall be paid their regular rate of pay for the time they were scheduled to work.

SECTION 2 **Use of Leave When Office Open**

Bargaining unit employees may use accumulated vacation or compensatory time for the period of time that a weather emergency makes it impossible for them to report to work. Said emergency is not a valid reason for use of sick leave. If an employee has reported off work or has obtained permission to leave work early due to poor weather conditions and the Agency subsequently closes, the employee shall not be required to use accumulated leave after the Agency is closed. The employee may request to make up time lost due to inclement weather during the same work week. Permission to make up lost time is at the discretion of the Department Head and based upon operational needs.

SECTION 3 **Relationship to Other Leave**

Employees who are not scheduled to work (i.e., on approved sick, vacation, or other leave with or without pay approved prior to the declared emergency) are not entitled to calamity pay for the hours the Agency is closed.

SECTION 4 **Level Three Emergency, Office Open**

If the County in which the employee resides declares a level three emergency but the Agency is not closed, the employee scheduled to work will not be required to report to work and may use available leave as provided under Section 2 of this Article.

ARTICLE 29 **UNION LEAVE**

SECTION 1

Bargaining unit employees shall be granted forty (40) hours per year, serving as a delegate or alternate, to attend conventions, conferences or trainings. This leave may be charged as vacation time or compensatory time, based on available accrued leave, or as leave without pay. Employee shall provide employer five (5) days advance notice of leave.

SECTION 2

Two employees may be off at a time for the purpose of union leave provided they are not within the same department.

ARTICLE 30 **COURT LEAVE**

SECTION 1 **Court Leave with Pay**

Employees summoned for jury duty or subpoenaed to appear before any court, commission, board or other legally constituted body authorized by law to compel the attendance of witnesses, where the employee is not a party to the action, shall be granted court leave with full pay.

Employees must notify their Supervisor or Department Head of jury duty or of a witness subpoena upon receipt. If time warrants, employees shall return to work upon completion of such duty each day or may request accrued and available leave with pay to cover the remainder of the work day.

When such duty is performed during the employee's normal working hours, the employee shall sign and remit any compensation or reimbursement for jury duty or court attendance compelled by subpoena to the fiscal department for transmittal to the County Treasurer. Unless vacation or compensatory time is requested, the employee cannot earn regular compensation and witness and jury duty fees.

SECTION 2 **Court Leave without Pay**

Non-Work Related: Employees appearing before a court or other legally constituted body as a party in a non-work related action may request vacation time, compensatory time, personal day,

if applicable, or leave of absence without pay. Such court appearances include, but are not limited to, criminal or civil cases, traffic court, domestic relations proceedings, custody, or appearing as a parent or guardian of juveniles.

Due to Secondary Employment: An employee who is a party to an action or is who is summoned to testify as a result of secondary employment outside of the service of the County shall not be entitled to utilize paid leave benefits.

ARTICLE 31 EDUCATIONAL LEAVE

SECTION 1

Employees may be permitted to flex their work hours as needed to attend college courses scheduled during regular agency business hours subject to Director's advanced, written approval. Requests to flex must be submitted in advance for approval to correspond with the quarterly RMS schedule. Approval is at the Director's discretion.

ARTICLE 32 MILITARY LEAVE

SECTION 1

The Employer shall comply with all state and federal statutes regarding military leave of absence.

ARTICLE 33 FAMILY AND MEDICAL LEAVE ACT

SECTION 1

Bargaining unit employees shall be entitled to applicable leave to which they may qualify pursuant to the Family and Medical Leave Act (FMLA) and County policy.

ARTICLE 34 UNPAID LEAVE OF ABSENCE

SECTION 1

Upon the advance written request of a non-probationary employee, the Employer may grant the employee a leave of absence without pay in accordance with the following:

- A. The leave without pay may be granted for up to one hundred eighty (180) days, inclusive of applicable FMLA leave. An employee may apply for a leave extension. The granting of said request for an extension is at the sole and complete discretion of the Employer but shall not exceed one hundred eighty (180) days.
- B. An employee shall submit to the Employer pertinent information relating to the reason for which the leave is requested.

- C. The authorization of a leave is solely a matter of administrative discretion.
- D. Employees returning from leave shall give at least a two (2) week notice of their intent to return to work. The Employer may require the employee to provide a medical excuse releasing them to return to work. The Employer may also require an employee returning from a leave to undergo an appropriate medical examination, at the Employer's expense, to determine the employee's ability to return to work.
- E. An employee on unpaid leave does not earn sick or vacation leave credit.

ARTICLE 35 INSURANCE COVERAGE

SECTION 1

The Employer shall provide life insurance coverage, as now in effect, with the present or another carrier, and the Employer shall pay the same amount as paid for other county employees.

SECTION 2

The Employer shall provide a hospitalization plan, and the County shall pay the same amount as paid for other county employees.

SECTION 3

An employee who is injured in the line of duty, thereby qualifying for workers' compensation benefits for lost wages, shall continue to have the employer's portion of the monthly hospitalization and life insurance premium paid by the Employer for all time covered by the FMLA.

SECTION 4

Plan coverage ceases at midnight on the date in which an employee's schedule is changed so that they no longer work the minimum number of hours to be covered or when employment or coverage is terminated either voluntarily or involuntarily. For employees on an unpaid leave of absence (excluding FMLA leave) for more than five (5) consecutive working days, coverage ceases at midnight on the 5th day of unpaid leave.

SECTION 5

The County shall not be required to provide such life or hospitalization insurance coverage for part time employees, nor shall the County be required to pay any part of part time employees' insurance premiums except as may be required by law.

SECTION 6

Health insurance coverage will be provided in accordance with federal law for those employees on an approved family leave of absence.

SECTION 7

A member of the bargaining unit will serve on the County's Health Insurance Committee.

ARTICLE 36 WAGES

SECTION 1 New Hire Wage Scale

Ottawa County Department of Job and Family Services Pay Ranges for New Hire Only

<u>POSITION</u>	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>
	<u>Min.-Max. Rate</u>	<u>Min.-Max. Rate</u>	<u>Min.-Max. Rate</u>
Clerical Specialist 2	\$10.95 - \$13.61	11.28 - 14.02	11.62 - 14.44
Child Support Case Manager	\$13.02 - \$15.09	13.41 - 15.54	13.81 - 16.01
Eligibility/Referral Specialist 1	\$13.02 - \$15.09	13.41 - 15.54	13.81 - 16.01
Investigator 2	\$13.02 - \$15.09	13.41 - 15.54	13.81 - 16.01
Social Service Worker 1	\$13.02 - \$15.09	13.41 - 15.54	13.81 - 16.01
Eligibility/Referral Specialist 2	\$13.61 - \$17.16	14.02 - 17.67	14.44 - 18.20
Social Service Worker 2	\$13.61 - \$17.16	14.02 - 17.67	14.44 - 18.20
Hearing Officer	\$14.79 - \$18.34	15.23 - 18.89	15.69 - 19.46

New hire minimum and maximum wage rates shall increase each year of this agreement by the same percentage as provided to bargaining unit employees in each year as set forth in Section 2 below.

SECTION 2 Wage Increases

Wage increases shall be based on the employee's base wage rate and shall not include temporary assignment wage for those working in a temporary assignment/out of class at the time of the increase.

For the first year of this agreement, effective March 1, 2016, bargaining unit employees shall receive a base wage increase of 3% or .50/hr, whichever is greater.

For the second year of this agreement, effective March 1, 2017, bargaining unit employees shall receive a base wage increase of 3% or .50/hr, whichever is greater.

For the third year of this agreement, effective March 1, 2018, bargaining unit employees shall receive a base wage increase of 3% or .50/hr, whichever is greater.

SECTION 3 Longevity

All employees shall be entitled to a longevity payment only on the following dates of anniversary of employment.

5 years	1.0%
10 years	1.5%
15 years	2.0%
20 years	2.5%
25 years	2.5%
30 years	2.5%

Employees with over thirty (30) years of service, shall be entitled to a longevity payment of 2.5% on the anniversary date of every fifth year thereafter. Existing employees shall retain their current longevity service time. Employees hired after October 25, 1995, shall have their longevity service time based on service with the Ottawa County Department of Job and Family Services only.

Longevity percentages will be calculated on the total base wages earned. The longevity payment shall be made in a separate check to be distributed to the employees on the pay day for the pay period the anniversary fell in.

SECTION 4 On Call Pay

It is authorized that Social Service Workers in the Family, Adult and Children Service unit under the Ottawa County Department of Job and Family Services that are in "Active On-Call Status" as designed by their Supervisor or the Director shall receive one hundred fifty (\$150.00) dollars per week plus accumulated overtime pay.

Those on "Active On-Call Status" in a week that includes a holiday (as referenced in Article 24-Holidays) shall receive an additional \$50.00 per week.

SECTION 5 Pay Supplements

Bilingual Pay: Employees who occupy a position which requires the ability to speak or write a language other than English, which may include the use of Braille or hand sign language, shall receive a bilingual pay supplemental of forty cents (\$.40) per hour. The supplement is granted once for each language. To receive the bilingual supplement, the position description must indicate the requirement to speak or write a language other than English or the usage of Braille or hand sign language

ARTICLE 37 TEMPORARILY WORKING OUT OF CLASS

SECTION 1 Temporary Rate of Pay

A non-probationary bargaining unit employee who is temporarily assigned to perform duties in a higher classification for a continuous period in excess of two (2) weeks shall receive a temporary pay adjustment during the period of such temporary assignment.

SECTION 2 Other Benefits Unaffected

The temporary pay adjustment shall in no way affect any other benefits or pay supplements, which shall all be calculated using the employee's normal rate of pay.

ARTICLE 38 TRAVEL REIMBURSEMENT

SECTION 1

Employees shall receive travel reimbursement pursuant to the terms of the Ottawa County and Agency Personnel Policy.

ARTICLE 39 RETIREMENT PAY

SECTION 1

Upon OPERS retirement, employees may elect to receive cash payment for accumulated unused sick leave. The sick leave accumulation includes balance transfers subject to O.R.C. 124.38. "Retirement" means disability or service retirement under Ohio Public Employees Retirement System ("OPERS"). "Years of service" includes years of actual service with the County, the State or a political subdivision of the State (not including military service).

Payment is based on the employee's rate of pay at the time of retirement, and years of service credit are based on OPERS calculations. Payment for unused sick leave shall be considered to eliminate all sick leave accrued by the employee at that time. Payment shall be made only once to any employee.

SECTION 2

The schedule for payment upon retirement is as follows:

- A. Employees with five (5) or more years of actual service with the County, the State, or an Ohio political subdivision (not including military service) may elect to be paid in cash for twenty five percent (25%) of the value of their accrued but unused sick leave credit.
- B. Employees with a total of fifteen (15) or more years of actual service with the County, the State, or an Ohio political subdivision (not including military service) with at least ten (10) of those years with Ottawa County may elect to be paid in cash for thirty percent (30%) of the value of their accrued but unused sick leave credit.
- C. Employees with a total of twenty-five (25) or more years of actual service with the County, the State, or an Ohio political subdivision (not including military service) with at least fifteen (15) of those years with Ottawa County may elect to be paid in cash for forty percent (40%) of the value of their accrued but unused sick leave credit.
- D. Employees with a total of thirty (30) or more years of actual service with the County, the State, or an Ohio political subdivision (not including military service) with at least twenty (20) of those years with Ottawa County may elect to be paid in cash for fifty percent (50%) of the value of their accrued but unused sick leave credit.

ARTICLE 40 NO STRIKE/NO LOCKOUT

SECTION 1

Inasmuch as this Agreement provides procedures for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the customers of Agency.

SECTION 2

The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer during the life of this Agreement. In all cases of an unauthorized strike, slowdown, walkout, or any unauthorized work stoppage of work in violation of this Agreement, the Union shall not be liable for damages resulting from such unauthorized acts of its members. The Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized work stoppage of work mentioned above. It is specifically understood and agreed that the Employer shall have the sole and complete right to discipline, up to and including immediate discharge any Union member participating in any unauthorized strike, slowdown, walkout, or any other cessation of work.

SECTION 3

Neither the Employer nor its officers, agents or representatives will individually or collectively authorize, cause, condone, instigate or engage in a lockout of members of the bargaining union during the term of this Agreement.

ARTICLE 41 CONTRACT CONSTRUCTION

SECTION 1 Purpose for Negotiations

The Employer and the Union agree that negotiations for this Agreement had, as its purpose, the following:

- A. To achieve and maintain a satisfactory and stabilized Employer-Employee relationship and improve work performance by Employees;
- B. To provide for the peaceful and equitable adjustment of differences that may arise;
- C. To attract and retain qualified employees;
- D. To insure the right of every employee to fair and impartial treatment; and
- E. To establish responsibilities of employees and assurances of performance by employees.

SECTION 2 Conformity to Law, Amendment & Severability

The parties intend this Agreement to supersede and replace any state and local laws on the subjects referenced, addressed, or covered by this Agreement, including, but not limited to,

Chapter 124 of the Ohio Revised Code. If, by operation of law, or by a court of competent jurisdiction, it is found that any provision shall be of no further force and effect, the remainder of the Agreement shall remain in full force and effect for the Agreement term.

The parties agree that should any provision of this Agreement be found to be invalid, they will attempt, upon written request from either party, to discuss replacement language on the same matter within thirty (30) days.

Amendments and modifications of this Agreement may only be made by mutual written Agreement of the parties to this Agreement, subject to ratification by the Union and Employer.

SECTION 3 **Grammar**

Words, whether in the masculine, feminine or neutral genders, shall be construed to include all of those genders. By the use of either the masculine or feminine genders it is understood that the use is for convenience purposes only and not to be interpreted to be discriminatory by reason of sex.

SECTION 4

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and Agreements arrived at by the parties hereto after the exercise of those rights and opportunities set forth in this Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union, and all prior or past Agreements or practices, either oral or written, are hereby canceled.

SECTION 5

Both parties, for the life of this Agreement, voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

SECTION 6

The Employer agrees that all conditions of employment expressly provided for in this Agreement shall be maintained during the term of this Agreement. Any change in the provisions of this Agreement must be made with mutual consent of both parties.

ARTICLE 42 **DURATION**

SECTION 1

This agreement shall be effective March 1, 2016, and shall continue in full force and effect until February 28, 2019.

SECTION 2

If either party intends to amend or modify this Agreement, it shall notify the other in writing of such intent no earlier than one hundred and twenty (120) calendar days, nor later than sixty (60) calendar days, prior to the expiration of this Agreement. Such notice of intent shall be given by certified mail with return receipt requested.

SECTION 3

The parties acknowledge that the provisions of this Agreement constitute the entire Agreement between the parties. Therefore, for the life of this Agreement each party voluntarily waives the right, and each party agrees that the other shall not be obligated, to bargaining collectively, or individually with respect to any subject or matter referred to or covered in this Agreement or previously discussed during negotiations.

SECTION 4

Nothing in this Article shall be construed as preventing from meeting, as elsewhere provided herein, for the purpose of discussing subjects or matters that may arise during the term hereof.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed on this 12TH day of April, 2016.

FOR THE EMPLOYER:

Stephanie M. Kowal
Stephanie Kowal
Director, Ottawa County DJFS

James M. Sass
James M. Sass, President
Ottawa County Board of Commissioners

Ellen Regal
Ellen Regal
Ottawa County Board of Commissioners

Mark W. Stahl
Mark W. Stahl
Ottawa County Board of Commissioners

Brad E. Bennett
Brad E. Bennett, Labor Counsel
Zashin & Rich

Mark Mulligan 3/11/16
As to Form, Mark Mulligan, Prosecutor

FOR THE UNION:

Dawn M. Baifeey 3/4/16
Dawn M. Baifeey, AFSCME Representative

Elizabeth Gordon
Elizabeth Gordon, President

Stephanie Funderwhite
Stephanie Funderwhite

Brianne Rakes
Brianne Rakes

Joanie Hart
Joanie Hart
JH

March 1, 2016

**IN THE MATTER OF
AUTHORIZING THE SIGNING
OF AGREEMENT BETWEEN JOBS
AND FAMILY SERVICES AND AFSCME**

It was moved by Commissioner Stahl and seconded by Commissioner Regal that the Board of Ottawa County Commissioners authorize the signing of the agreement between the Ottawa County Department of Jobs and Family Services and Local 1924, Ohio Council 8, American Federation of State, County, Municipal Employees, AFL-CIO (AFSCME). This agreement is for the period of March 1, 2016 through February 28, 2019. This action is taken upon the recommendation of the Director of Jobs and Family Services.

Vote on Motion: James M. Sass, yes; Mark W. Stahl, yes; Jo Ellen Regal, yes.

c: Michelle Ish
Stephanie Kowal
