

2004 OCT 18 P 12: 33

STATE EMPLOYMENT RELATIONS BOARD

IN RE:

SERB CASE NO: 03-MED-08-0815

LUCAS COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES (JFS)

Employer

-and-

AFSCME, OHIO COUNCIL 8, LOCAL 544-01

Employee Organization

FACT-FINDER

DONALD R. BURKHOLDER

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FACT FINDER'S REPORT AND RECOMMENDATION

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APPEARANCES:

FOR THE EMPLOYEE ORGANIZATION:

Cheryl Tyler-Folsom, Advocate

FOR THE LUCAS COUNTY DEPARTMENT OF JFS

Steve Spirn, Advocate

STATE EMPLOYMENT RELATIONS BOARD [SERB]-(Ohio)

SCOPE OF DUTIES OF THE FACT-FINDING PANEL in accord with  
Section 4117 of the Administrative Code

STATE EMPLOYMENT  
RELATIONS BOARD

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- A. The fact-finding panel shall attempt to mediate the disputes of the parties prior to conducting a fact-finding hearing.
- B. When mediation efforts do not resolve all issues at impasse, the fact-finding panel shall hold an evidential hearing except that the parties may stipulate facts and waive a hearing. For purposes of hearing, the fact-finding panel shall have the power to regulate the time, place, course, and conduct of the hearing, administer oaths and affirmations, examine witnesses and documents, take testimony and receive evidence, and request the Board to issue subpoenae to compel attendance of witnesses and the production of books, papers, and records relating to any matter before the fact-finding panel. The fact-finding panel may not choose a hearing location at a cost to the parties unless the parties fail to agree to an alternate cost-free location. Fact-finding hearings are to be held in private.
- C. The fact-finding panel, in making findings of fact, shall take into consideration all reliable information relevant to the issues before the fact-finding panel.
- D. The fact-finding panel, in making recommendations, shall take into consideration the following:
  - (1) Past collectively bargained agreements, if any, between the parties.
  - (2) Comparison of unresolved issues relative to the employees in the bargaining unit with the issues related to other public and private employees doing comparable work, giving consideration to factors peculiar to the area and classification involved.
  - (3) The interest and welfare of the public, and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service;
  - (4) The lawful authority of the public employer;
  - (5) Any stipulations of the parties; and,
  - (6) Such other factors, not confined to those listed above, which are normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures in the public service or in private employment.

## SPECIAL NOTE

This Fact-Finding is unique. Never has this Arbitrator dealt with more than twenty items, usually within a short time frame, i.e., fourteen days, or, with an extension, sometimes several weeks. In this case, there were 171 pieces of language in 22 of 25 articles in the existing contract, requiring five days of hearings and numerous days of study and analysis over a six-month period, unlike the 'normal' SERB Fact-Finding where a one-day hearing is the norm.

A great deal of internal dissension and distrust was obvious among unit members during the course of the hearings. Let me emphasize that there was excellent, high-quality advocacy on behalf of both parties. Neither Steven Spirn nor Cheryl Tyler-Folsom left any stone unturned. In particular, I urge unit members to understand and appreciate Ms. Tyler-Folsom's thorough, assertive, and logical arguments on their behalf.

Although I do not expect these recommendations in and of themselves to resolve the many existing problems, I trust they will become the basis for a healthier labor-management relationship.

## EXECUTIVE SUMMARY FACT-FINDER RECOMMENDATIONS

The majority of recommendations consists of Employer-proposed language. The rationale is set forth in "Discussion and Analysis" below. Recommended salary increases are 3.5% for each of the three years of the contract.

### Appointment and Related Matters

SERB appointed this Fact-Finder by a letter dated February 26, 2004. Copies of the Agreement, the number of issues in dispute, and related information were provided in timely fashion.

### Hearings

Hearings were held, with testimony and exhibits entered into the record over a period of five days, Tuesday and Wednesday, April 27 and 28, Wednesday and Thursday, May 19 and 20, and Wednesday, June 9, 2004.

### Fact-Finding Report Due Date

The parties agreed that the Fact-Finder Report would be both faxed and mailed in the overnight mail (U. S. Postal Service Express Mail) on or by Monday, September 20, 2004. The mailing date was subsequently postponed, at the Fact-Finder's request, until Saturday, October 16, 2004.

### Discussion and Analysis

This Fact-Finding study involved extreme complexity. The convoluted nature of this Agreement, the parties' respective positions in relation to and in common with the Lucas County Job and Family Services

Collective Bargaining Agreement with the American Federation of State, County, and Municipal Employees, led to the decision not to discuss and analyze each of the approximately 171 items of language separately; to do so would not be helpful in terms understanding the recommendations set forth.

Testimony indicated that the Agreement had not been substantially altered in the many years the parties have had a collective bargaining relationship, recognizing that JFS employees were represented by another labor organization for a period of time. The entire policy and support mechanisms for welfare, now Family Services, and employment assistance, now "Jobs", have changed drastically during the past 30-plus years. Near-revolutionary policy changes were initiated by the federal government and adapted by the States in a competition to move people from welfare to work. State agencies all over the nation were required to adapt to new mandates and funding levels. It is in this context that this fact-finding endeavor has been undertaken, in accord with the SERB "Scope of Duties of the Fact-Finding Panel."

The layoff in 2001 of many JFS employees, with 130 people leaving after 26 or more years of service, understandably created extreme tensions, along with the creation of an additional level of managers. Some people were moved out of the unit to become managers, with no rhyme nor reason, from the viewpoint of numerous unit members, for some individuals being promoted over others. This meant a closing down of career ladders and a continued attrition of the unit. These are indeed the unpalatable but inevitable consequences of major budget problems, reorganization and changes in mission.

Section D (6) of the Scope of Duties has special relevance. It requires consideration of "Such other factors....normally or traditionally taken into consideration in the determination of issues submitted to mutually agreed-upon dispute settlement procedures...." The existence of an outdated, ossified Agreement over a long time period up to the present as the above noted changes were taking place made for a frustrating, enervating, long-drawn out process of personnel placement; an increase in dispute resolution and/or grievance challenges; and worsening of the employer-employee relationship. Logically, this would, and one senses, has, result(ed) in a degree of inefficiency and reduced effectiveness in carrying out the Agency's mission. These are negative factors in considering "The interest and welfare of the public...", in particular, the clients of the Agency.

The interest and welfare of the public and the ability of the public employer to finance and administer the issues proposed, and the effect of the adjustments on the normal standard of public service were also considered. Attention was given to the past collectively bargained agreement; comparison of unresolved issues in the bargaining unit with other public employees doing comparable work; stipulations of the parties; and the lawful authority of the public employer.

The final result of the analysis described is a set of approximately 171 separate recommendations which predominantly recommend Employer-proposed language for the reasons noted above. The current relationship between the parties should not continue to be torn asunder over a relentless cascade of problems resulting from a dysfunctional contract brimming with opportunity to delay, obfuscate, confuse, and cause uncertainty and bitterness between the parties as well as, and perhaps more significantly, within each group. This is not to demean the obviously highly competent, diligent personnel who make up the unit. These people obviously do good work and understandably take pride in their performance. Nevertheless, the overall working environment under the current Agreement is highly problematic.

These comments are not intended to place 'blame' or responsibility for the situation; it is apparent that neither party has 'clean hands.' This is not necessarily an abnormal set of circumstances in the public sector where local politics is a major factor, with the buffeting and reduction of resources and policy changes imposed from the state and federal levels, followed by realignment/reorganization which led to further antagonism as resources were reduced and their objectives altered. Nevertheless, each party to a contract needs to be accountable, and must hold the other party accountable, hopefully resulting in an improved working relationship within each party and between employer and employees. This would mean a continued and improved high(er) quality of service to the people of Lucas County.

The Fact-Finder notes and appreciates the level of professionalism, expertise, and courtesy exhibited by the Advocates. Both parties were extremely well represented. The Union advocate performed admirably in the face of a particularly difficult situation because of dissension and divisiveness within the unit.

The resulting Recommendations presented herein are solely the responsibility of the Fact-Finder, his interpretation and application, under the statute, of the ample, thorough, and complex testimony and material presented.

#### Format

1. Issues are dealt with in sequence as listed on the "Management's Position Paper/Summary of Negotiations". This listing, in conjunction with the Agreement, constitutes is the point of departure agreed to both parties, given to the Fact-Finder, and setting forth 171-plus items of disputed language.

2. A section labeled Current Language sets forth the present language of the Collective Bargaining Agreement in the same sequence.

3. The text of the current language will be apparent in that it will not be underlined. Union or Employer - requested language will be identified in a section labeled as such, with wording the party wants to drop identified with **[boldface type, double-underlining, enclosed**

in boldface parentheses]. Language the party wants to add or insert will be identified in boldface type with a single underline.

4. Where a party requests no change, such a request will be clearly labeled as Current Language..

5. A section labeled Recommended Position will indicate the Fact-Finder's decision.

6. Items previously TA'd will generally be set forth without the restatement of the parties' original language.

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## Article 1, Recognition

### DISPUTED ITEM NUMBER

#### 1. Current Language:

A.1 The bargaining unit shall consist of all employees in all classifications at pay range 31, and below with the following exclusions  
x x x

Employer Language: Current CBA

Union Language: The bargaining unit shall consist of all employees in all classifications at pay range [31] 35 and below.

Recommendation: Current CBA

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2. Current Language: If any positions are established at pay range 31 or below..

Employer Language 1.3 A If any non-management positions are established, the JFS Director and the Union shall meet and negotiate as to whether the positions will be included or excluded from the bargaining unit.

Union Language: If any positions are established at Pay Range [31] 36 or below.....

Recommendation: Employer Language

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3. Current CBA [No dispute]

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4. Article 7, Filling of Permanent Vacancies

7.2 Current Language In the event a job becomes vacant, and the employer determines the need to fill it, the opening will be posted for bid.

Employer Requested Language: Current CBA

Union Position: When a job becomes vacant, the opening will be posted for bid within ten (10) working days.

Recommendation: Union Position

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5. 7.3 Current Language: Bid notices shall be posted on bulletin boards in each work area.

Employer Language: Current CBA

Union Position: Current CBA

Recommendation: Current CBA *[Plus, recommendation for 7:3A below.]*

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6. 7.3 A Current Language:

7.3 A Two copies of all bid notices shall be given to the Union immediately upon posting. In the main building, such notices will be hand delivered to the office...

Employer Language: A copy of the posting will be given to the Chapter Chairperson.

Union Language: Current CBA.

Recommendation: Employer Language.

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7. 7.4 Current Language

7.4- BIDDING - An employee may bid on any posted vacancies for which he feels he may qualify, with proof of qualification(s) accessible in the employee's personnel file and/or attached to the bid form. Employees will be found "ineligible" due to lack of available documentation.

Union Language: Current CBA.

Employer Language: (added to the above current language) An Employee must fill out the Notice of Bid to Personnel with sufficient information identifying how they feel they meet the Minimum Qualifications in order to be considered eligible for such vacancy.

Recommendation: Employer Language

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8. 7.5 A (2) Current Language

7.5 A An employee who has been found unsatisfactory during a promotional probationary period (see Section 12.5) cannot bid on another opening with the same *function* for a period of one (1) year. He can bid on positions of the same classification (if a different function), except that, if he is found unsatisfactory for a second time consecutively on a promotional opportunity, he cannot bid on any position of the same classification for a period of one (1) year.

Employer Requested Language - Employer seeks to delete the word [function] and to remove replace it with classification and to remove last sentence, i.e., X X X [He can bid on x x x etc.]

Union Language: Current CBA

Recommendation: Employer Language

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9. 7.5 A (3) Current Language

7.5 A An employee with active discipline in his personnel file is not eligible to bid on lateral or promotional positions [.]in accordance with 14.4 C.

Employer and Union Language, or Agreement: As noted immediately above.

Recommendation: See Current Language as edited, above.

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10. 7.5A (5). Current Language:

7.5 A (5) An employee who accepts a voluntary demotion for whatever reason and who receives an exit evaluation of less than "meets requirements" will not be eligible to bid on promotions until the employee meets requirements in the areas previously deficient on all evaluations in the file for the previous [eighteen (18)] twelve [12]months.

Union Language: Drop eighteen months, substitute 12.

Employer Language: Current CBA

Recommendation: Current CBA

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11. 7.5A(6) Current Language: Attendance will be a factor considered by the Employer when evaluating bids.

Employer Language: Any employee who does not meet the Agency attendance standards will not be considered an eligible bidder.

Union Language: (Union position is to delete the entire current language, but would go back to current language.)

Recommendation: Current CBA.

## 12. Current Language

7.7 Insofar as feasible, all vacancies shall be posted and filled in their chronological order of occurrence. Permanent vacancies shall be filled before temporary vacancies, insofar as feasible. Staffing or program needs may dictate a deviation from the normal procedure. The reasonableness of the need for deviation may be grieved. All such vacancies may be filled in a timely manner, normally within 30 working days from expiration date (deadline) of the posting, unless held up by selection review or grievance.

### Union Requested Language:

[Insofar as feasible] All vacancies shall be posted and filled in their chronological order of occurrence. Permanent vacancies shall be filled before temporary vacancies, [, insofar as feasible]. Staffing or program needs may dictate a deviation from the normal procedure. The reasonableness of the deviation may be grieved. All such vacancies shall be filled in a timely manner, normally within 30 working days from the expiration date (deadline) of the posting, unless held up by selection review or grievance.

Employer Language: When a vacancy occurs for any reason and management determines to fill the position, or when a new job is created, and such job is within the bargaining unit, the job shall be posted. All vacancies shall be filled in a timely manner, normally within thirty (30) working days from the expiration date (deadline) of the posting unless held up by selection review or grievance.

Recommendation: Employer Position

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## 13. 7.8 A Current Language:

7.8 A POSTINGS - Bidders bear the responsibility for ensuring that all verification of qualifications are in their Personnel file prior to the expiration date of the posting, with proof of qualification(s) accessible in the employee's personnel file and/or attached to the bid form. Employees will be found "ineligible" due to lack of available documentation. Eligible bidders shall be placed on a bid

list in order of seniority with the following exceptions:

Employer Language

7.8 A POSTINGS - Bidders bear the responsibility for filling out the Notice of Bid to Personnel with sufficient information identifying how they feel they meet the minimum qualifications in order to be considered eligible for the vacancy, ensuring that all verification of qualifications are in their Personnel file prior to the expiration date of the posting, with proof of qualification(s) accessible in the employee's personnel file and/or attached to the bid form. [ensuring that all verification of qualifications are in their Personnel file prior to the expiration date of the posting, with proof of qualification(s) accessible in the employee's personnel file and/or attached to the bid form. Employees will be found "ineligible" due to lack of available documentation. Eligible bidders shall be placed on a bid list in order of seniority with the following exceptions:]

Union Requested Language: Current CBA

Recommendation: Employer Position

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14. 7.8 B Current Language

SELECTION - Positions will be awarded to the candidate considered who achieves the highest total score on the selection performance appraisal. If two or more candidates are tied for the highest, total score, the position will be awarded to the most senior of the tied candidates.

Employer Language:

Positions shall be awarded from a list of five (5) eligible bidders. Bidders shall be eligible on the basis of seniority and qualifications. Examples of qualifications to be considered include,

but are not limited to, work record, attendance, disciplinary records and job qualifications. The employer will consider an incomplete bid list so long as the bidders have the necessary seniority and qualifications. If no internal bidders meet the seniority and qualifications requirements, then the employer can solicit applicants from outside the Agency.

Union Language: Current CBA

Recommendation: Employer Language

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15. 7.8 B (1) Current Language:

1. For Team Leader vacancies in pay range 28 or above, selection shall be from among the top five (5) most senior qualified bidders.

Employer Language: *Delete*

Recommendation: Employer Position

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16. 7.8 B (2) Current Language:

7.8 B (2) For non-Team Leader vacancies or Team Leader vacancies lower than pay range 28, selection shall be from among the top three (3) most senior qualified bidders.

Employer Position: *Delete*

Union Language: Current CBA

Recommendation: Employer Position

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17. 17.8 C Current Contract:

C. SELECTION REVIEW PROCEDURE - In the following circumstances, an employee may appeal the fact that he was by-

passed for selection. An appeal (review by the review panel) must be addressed to the Personnel Office and be requested within three (3) working days of the employee being sent notification of the selection of another candidate. In the event that the decision of the selection review panel upholds a by-passed candidate's appeal, then the original candidate selected shall not have appeal rights under this contract.

1. BID LISTS - If a more senior employee is by passed for selection, he may request a review of the choice by the selection review panel based on his belief that he is equally or more qualified to perform the duties of the position than the person selected, for which belief he must bear the burden of proof. If the selection review panel determines there are no discernible differences between the candidates, the more senior candidate shall be given the position. Employees on an incomplete bid list may appeal the lack of a valid reason for being by-passed except where names from a preferred certification list are used to complete the list.

2. SELECTION REVIEW PANEL - The selection review panel will be convened as needed by the Personnel Office. The panel will consist of the Job and Family Services Director or his Designee, a Division Director not involved with the original selection and a Personnel Officer. The hearing of requested appeals shall be scheduled within ten (10) working days. The decision of the review panel is normally due within five (5) working days of the hearing. The reasonableness of the decision of the Selection Review Panel may be grieved to Binding Arbitration. Any other grievance filed under this Article may be grieved up to the County Commissioners' level.

Employer Language: *Delete*

Union Language: Current CBA

Recommendation: Employer Position

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18. 7.12 Current Language (with Union-requested additional wording indicated)

If there is a grievance on any procedural violation under this Article, the position involved shall not be filled on a permanent basis until such grievance is resolved. and all parties are notified in writing.

Employer Language: Union Position

Recommendation: Employer Position

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## 19. 8.1 Current Language

### HOURS OF WORK AND OVERTIME

Section 8.1 - THE STANDARD WORK WEEK -The standard work week for employees shall be Monday through Friday, and the Flex Schedule Plan, shall be maintained. In the event program changes require the establishment of shift operation separate from existing work schedules, the Employer and the Union will negotiate a shift differential. The new shift will be implemented, first asking for volunteers in the required program area(s), then by inverse seniority in the program area(s) involved. The shift operations can be implemented prior to the agreement on the shift differential; however, such shift differential shall then be retro-active to the start of the shift operation.

Employer Requested Language: The standard work week for employees shall be Monday-Friday, and the Flex Schedule Plan, shall be maintained. In the event program changes require the establishment of a shift operation separate from existing work schedules, the Employer and the Union will negotiate a shift differential.The parties agree that some employees have work schedules which differ from the normal work day and that those shall remain in effect except as provided herein.

Union Language: Current CBA.

Recommendation: Employer Position.

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20. 8.1A Current Language

A. Employees currently excluded from flex time [banking of time] programs may request to be included. Denials of such request must be reasonable, equitable and factually based.

Employer Language: (Employer seeks the deletion of "banking of time" as indicated in Current Language above).

Recommendation: Employer Position.

8.1 A 1 (*New Language, agreed to*)

Custodial staff are excluded from flex time as they are scheduled employees (see definition). The work hours for the day shift are from 7:30 a.m. - 4:30 p.m., and from 8:00 a.m. - 5:00 p.m. The evening shifhours are from 4:00 p.m. to 1:00 a.m.

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21. 8.1 B Current Language: The parties agree to maintain the Flex Schedule as follows:

Employer and Union Language: Current Language, *except change Team Leader to Coordinator.*

Recommendation: Adapted Current CBA, dropping Team Leader and inserting Coordinator.

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22. 8.1 B (1) Current Language:

1. Employees will choose their time of arrival (subject to limitations stated below) between the hours of 7:00 a.m. and 9:00 a.m., unless otherwise scheduled by the Employer. The Employer may schedule employees in order to assure reasonable coverage. The Agency will be open from 7:00 a.m. to 6:00 p.m.

Employer Language:

1. Employees will choose their time of arrival (subject to limitations stated below) between the hours of 7:00 a.m. and 9:00 a.m., unless otherwise scheduled by the Employer. The Employer may schedule employees in order to assure reasonable coverage. [The Employer agrees to meet and discuss with the Union its basis for determining what reasonable coverage is.]The Agency will be open from 7:00 a.m. to 6:00 p.m.

Union Language: Current CBA.

Recommendation: Employer Position

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23. 8.1 B (2) Current Language:

2. Employees will sign in at their actual time of arrival and sign out nine (9) hours later (eight hours work and one hour lunch). See #10 for sign-in procedure.

Employer Language:

2. Employees are required to record their actual time of arrival and after completing the normal work day, employees are required to record their actual time of departure per agency procedures. Additionally, employees are required to follow the same procedure for their lunch hour.

Union Language: Current CBA

Recommendation: Employer Language

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24. 8.1 B (3) Current Language (*undisputed*)

3. Lunch will remain at one (1) hours and coverage must be ensured during this time.

Recommendation: CBA

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25. 8.1 B (4) Current Language:

8.1 B (4) Core-time will be 9:00 a.m. until 4:00 p.m. During this time all employees must be present. Coverage must be maintained during the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. as well.

Employer Language: Current CBA.

Union Language:

8.1 B (4) Core-time will be 9:00 a.m. until 4:00 p.m. [During this time all employees must be present]. Coverage must be maintained during the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. as well.

Recommendation: Union Position

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26. 8.1 B (5) Current Language:

5. In the absence of the immediate Team Leader or their Team Leader, the person designated to maintain the sign-in sheets will resolve any situations that normally require Team Leader attention.

Employer Language: The current rules and procedures for payroll docking will be enforced as stated in Section 8.5

Union Language: Current CBA.

Recommendation: Employer Position.

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27. 8.1 B (6) Current Language:

There will be no tardiness policy in effect until 9:00 a.m., with the exception of scheduled employees and those who are assigned specific hours to maintain coverage. The current rules and procedures for payroll dockings will be used.

Employer Position:

There will be no tardiness policy in effect until 9:00 a.m., with the exception of scheduled employees, [and] those who are assigned specific hours to maintain coverage, and those employees who have appointments scheduled, who are not available due to the flex time option. The current rules and procedures for payroll dockings will be used.

Union Position:

There will be no tardiness policy in effect until 9:00 a.m., with the exception of scheduled employees [and those who are assigned specific hours to maintain coverage]. The current rules and procedures for payroll dockings will be used.

Recommendation: Employer Position.

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28. 8.1 B (8) Current Language:

8.1 B (8) Although most of the agency will be participating in flex-time, certain employees, because of their function, will not be able to participate in flex-time schedule. Some employees may only participate in a limited manner. Such units or employees will be notified by their Administrator/Coordinator after they have consulted with the Director.

Employer and Union Language: Current CBA

Recommendation: Current CBA

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29. 8.1 9 (A) Current Language:

Any employee that has been granted release time for educational purposes may be scheduled to minimize the use of release time.

Employer Language: *Delete.*

Union Language: Current CBA.

Recommendation: Union Position

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30. 8.1 B (10) Current Language

8.1 B (10) Employee time accountability shall be arranged within the units insofar as feasible. If time accountability cannot be arranged by individual units, it shall be the responsibility of the Administrator/Coordinator. When Team Leaders have completed their normal work days, they are to return the unit's sign-out sheet to the Team Leader personnel scheduled to maintain sign-out sheet at the end of the day. Employees who have completed their normal work day after their unit Team Leader has gone will sign out with the scheduled Team Leader personnel.

Upon arrival, employees must sign in at their actual time of arrival; after completing the normal work day (eight hours work plus one hour lunch), employees are to sign out at their actual time of departure (their last duty of the day).

Employer Language:

Employee time accountability shall be arranged within the units insofar as feasible. If time accountability can not be arranged by individual units, it shall be the responsibility of the [Administrator/] Coordinator.

Union Language:

Employee time accountability shall be arranged within the units [insofar as feasible]. If time accountability cannot be arranged by individual units, it shall be the responsibility of the Administrator/Coordinator. When Team Leaders have completed their normal work days, they are to return the unit's sign-out sheet to the Team Leader personnel scheduled to maintain sign-out sheet at the end of the day. Employees who have completed their normal work day after their unit Team Leader has gone will sign out with the scheduled Team Leader personnel.

Upon arrival, employees must sign in at their actual time of arrival; after completing the normal work day (eight hours work plus one hour lunch), employees are to sign out at their actual time of departure (their last duty of the day).

Recommendation: Employer Position

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31. 8.1 B (11) Current Language:

Scheduling necessary to maintain unit coverage will be done on a seniority basis.

Union and Management Language: Current CBA

Recommendation: Current CBA.

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32. 8.1 B (12) Current Language:

Employees who are unexpectedly unable to come to work must report their intended absence to their Team Leader by 9:30 a.m. on each day of absence. If an employee is scheduled to begin work before core time, they must call their Team Leader within one-half hour of their scheduled time of arrival. Employees who will be more than one-half hour late of their scheduled time of arrival or after core time begins, must report their anticipated tardiness and their estimated time of arrival on the job to their Team Leader on the day

of occurrence. Tardiness is subject to docking. As stated above, the employee is required to make every effort to report personally to the Team Leader or other designated person or established procedure, if the Team Leader is unavailable. Such a contact should be made when it is reasonable to make such a contact (during Agency hours). If an emergency occurs, such as the employee is unexpectedly called out of town after Agency hours, the employee may call (419) 213-8007 to report the absence-circumstances and unexpected duration of the absence.

Employer Language: \*

Employees who are unexpectedly unable to come to work by 9:00 a.m. or their scheduled time must report their intended absence or tardiness to their coordinator within one-half (1/2) hour of their expected time of arrival. Employees must report their estimated time of arrival on the job to their Coordinator on the day of occurrence, the circumstances, expected duration, and where he may be reached. Tardiness shall result in docking and excessive tardiness is subject to discipline as defined in Article 17.

\* Dropped and added language is not differentiated in Employer Language text due to the complexity involved.

Recommendation: Employer Language.

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Current Language:

33. DEFINITIONS (from Article 8 B, pp. 21-23 of CBA)

FLEX-TIME - is all the time designated (between 7:00 a.m. and 9:00 a. m.) As part of the schedule of work hours within which the employees may choose their time of arrival. All full-time employees must work forty (40) hours each week and must be at work during core time.

CORE TIME - is the designated hours during which all employees must be present generally 9:00 a.m. to 4:00 p.m.

LIMITED FLEX TIME - employees may still choose their time of arrival during a designated schedule, but the core will not be expanded from the 9:00 a.m. to 4:00 p.m. core.

SCHEDULED EMPLOYEES - shall be employees assigned a specific time of arrival by their Administrator-Coordinator.

C. The parties agree to maintain the Banking of Time policy as follows:

“Banking of time” describes the practice of adjusting the work day to allow for taking of unpaid time off during the schedule for a specified approved purpose. Such unpaid time off may be combined with the lunch hour. The required number of work hours are put in during the extended flex schedule (e.g., 7:00 a.m. to 6:00 p.m.), but not consecutively.

Employees who are on a flex schedule may “bank time” to the extent permitted by their schedules, subject to the conditions and criteria specified below.

#### PURPOSES FOR WHICH TIME CAN BE BANKED

1. Medical or dental appointments.
2. Legal appointments.
3. Educational Course Work.
4. Any reason - as approved by the Division Director or designee in recognition of responsible attendance.

#### CONDITIONS FOR BANKING

Except as specified herein, all “banking” must occur the same day during which the special time off is taken.

Except for category “4” above, verification of the need for and purpose of “banking” will be required. Only appointments of courses

which cannot be scheduled outside of "core" time will be approved.

Category "4" above is to be considered as an occasional privilege and is not to be granted to any one employee on a regular basis.

Requests for "banking" appointments are to be submitted in writing at least three (3) days in advance and are subject to Team Leader approval. The Team Leader, at his discretion, may waive the advance notice requirements if the employee is otherwise eligible and minimum unit coverage can be maintained.

Time may be banked in units of .5 hours up to a maximum of two (2) hours, per day (for employees on a full flex schedule).

"Banking of time" must be fully noted on the daily attendance sheets.

An employee who fails to return to complete his work schedule after the approved unpaid time off will be docked for the remainder of the work day unless he satisfactorily reports and documents his need for paid leave and/or his inability to report.

#### SPECIAL CRITERIA FOR EDUCATIONAL COURSE WORK

There are three types of educational course work:

- (A) [Job] Agency-related to the employee's position, and
- (B) [Job Agency]-related to career progression within the agency, and
- (C) Non-[Job] Agency related.

Request for [job] agency-related course work takes precedence over non-job related courses.

"Banking of time" for course work is appropriate only if such course work is not otherwise available; such "banking" and the use of time off must occur within the same work day.

More latitude may be given for course work related to the employee's position, including banking of time in advance during the course of a week, if it is impossible to bank the amount of time required during the same day of use and the Division Director or designee is able to assure adequate unit coverage: only a maximum of two hours per day, up to three (3) days per week can be banked in this fashion.

Requests for banking of time for educational course work are to be made on a form designated by the agency and subject to approval through the chain of command.

If a request must be denied on the basis of unit coverage, job-relatedness and seniority will be the determining factor as to who is approved.

Employer Language: Current CBA

Union Language: See language union wants to drop and add in Current Language above.

Recommendation: Union Language

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#### 34. 8.2 B Current Language:

Employees shall not be required to take their lunch periods sooner than three (3) hours from the start of their work day nor later than six (6) hours from the start of the work day. To ensure unit coverage (beyond clerical support), lunch periods may be assigned by the [Team Leader] Coordinator through seniority. For flex-time employees, the lunch hour will be taken between the hours of 11:00 a.m. and 2:30 p.m. With prior Coordinator approval, lunch periods may be taken at a time other than specified above, but not on a regular basis.

Employer Language:

Employees shall not be required to take their lunch periods sooner than three (3) hours from the start of their work day nor later than six (6) hours from the start of the work day. Employees shall not begin nor end the work day with their lunch hour. To ensure unit coverage (beyond clerical support), lunch periods may be assigned by the [Team Leader] Coordinator through seniority. The lunch hour will be taken between the hours of 11:00 a.m. and 2:20 p.m. for employees who work during core hours. [For flex-time employees, the lunch hour will be taken between the hours of 11:00 A. M. and 2:30 P.M.]With prior Coordinator approval, lunch periods may be taken at a time other than specified above, but not on a regular basis.

Recommendation: Employer Language

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35. 8.5 A (3) Current Language:

3. Employees shall be docked for tardiness according to the following:

X X X (Schedule for docking is as listed on page 24 CBA.)

Employer Language: (Remove current language, replace as per:

Employees shall be docked for tardiness minute for minute after the first six minutes.

Union Language: Current CBA.

Recommendation: Employer Language.

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36. 8.5A (4) Current Language:

Dockings for tardiness which total less than one (1) hour during the standard 13 pay-period computing period, shall not be considered as unauthorized leave of absence for the purpose of computing bonus hours.

Employer Language: *Delete.*

Union Language: Current Language.

Recommendation: Employer Language

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*[from May 17, 2004 worksheet presented on Article 8]*

8.5 C - Employee Time Records - No Team Leader Coordinator will change an employee's time record after it has signed been submitted by the employee without first discussing the matter with the employee. If the issue of the correctness of the time record cannot be resolved by the employee and the Coordinator by the Team Leader, the Coordinator may change the time record, and shall give a copy of the record before and after the change to the employee. The employee, if still in disagreement with the change, may grieve this issue of the correctness of the time record. If the employee is not available for discussion of the issue, the Coordinator may change the record, and shall leave a copy of the changed record with a notation of the change.

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37. 8.7 C Current Language:

C. Holidays, vacation, paid sick leave, and other time off in active, pay status, to which an employee is entitled, shall be considered as time worked for overtime purposes. However, annual leave, bonus time, and compensatory time may not be approved for use during an incident of overtime accepted by an employee unless [1] such request was approved prior to the announcement of overtime, or [2] is approved by the Division Head.

Employer Language:

C. Holidays, vacation, paid sick leave, and other time off in active, pay status, to which an employee is entitled, shall not be considered as time worked for overtime purposes. [However, annual leave, bonus time, and compensatory time may not be approved for use during an incident of overtime accepted by an employee unless [1] such request was approved prior to the announcement of overtime, or [2] is approved by the Division Head.]

Union Language: Current CBA (*Union was willing to to accept management's proposal if paid sick leave was removed.*)

Recommendation: Employer Position.

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38. A9 Job Duties and Work Rules

Current Language

SECTION 9.1 - TEMPORARY ASSIGNMENTS

Employer Language: TEMPORARY ASSIGNMENTS - When determined by Management, a temporary assignment may be filled utilizing one of the following manners:

Union Language: Current CBA

Recommendation: Employer Language

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39.9.1A Current Language:

A. POSITION VACANCIES OF SHORT DURATION - A position vacancy projected to last for sixty (60) calendar days or less, need not be posted, but may be filled by the highest priority available.

Employer Language: *Delete*

Union Language:

A. POSITION VACANCIES OF SHORT DURATION - A position vacancy projected to last for less than sixty (60) [calendar]days [or less], need not be posted, but may be filled by the highest priority available.

Recommendation: Employer Position

--

40. 9.1A (1) Current Language

1. From within the unit (as determined feasible by the Division Director.)

Employer Language

1. From within the unit (as determined feasible by the Division Director).

Union Language:

1. From within the unit. [(as determined feasible by the] Division Director)

Recommendation: Employer Language.

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41. 9.1 A (2) Current Language:

2. Through assignment of a floater of an appropriate classification (as available) to perform all or some of the duties of the position.

Employer Language: *(Employer requests to delete Current Language above and change to 9.1 (B), as follows.)*

9.1 A If it is not feasible to fill from within the unit (as determined by the Division Director) it will be posted.

Union Language: Current CBA

Recommendation: Employer Language

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42. Current Language (*Does not exist in Current CBA. Both Union and Management agree on "through temporary outside hire" in 9.1A (3). Therefore, this is not in the summary.*)

Employer Language: Add 9.1 (B):

9.1 B The Employer may reassign any employee to any other position within that Employee's classification in order to meet the operational needs of the department. The employer will provide as much advance notice to an affected employee as possible.

Recommendation: Employer Position

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43. 9.2 Current Language:

SECTION 9.2 - TEMPORARY WORKING LEVEL (TWL) - Any employee temporarily assigned to perform the duties of a position with an assigned pay range higher than his current classification will be placed in a step in the pay range assigned to the higher classification that would provide him with at least a five percent (5%) increase in step rate. He shall be paid at this higher rate of pay from the first day he performs such duties, provided such duties have been approved by the Director or his designee, in writing. The Director, or his designee, upon receiving a request for TWL, shall either deny or approve such request within five (5) working days, provided such request is accompanied by appropriate documentation of need (e.g., medical).

Employer Language: Current CBA.

Union Language: (Addthe following to Current Language.)

Employees will not be required to perform such duties until written approval has been received by the employee.

Recommendation: Employer Position.

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44. 9.2 A Current Language:

Appointment to fill temporary vacancies shall be made from within the unit unless otherwise determined by the Division Director. Selection to fill temporary vacancies shall be made by seniority and acceptable performance. For the purpose of this section, acceptable performance shall be defined as the absence of active discipline in the Personnel file and the absence of a current evaluation characterized overall as being below requirements or unsatisfactory. No employee shall be considered for a TWL unless he meets the following criteria:

1. The Employee is not in a probationary period.
2. The Employee meets minimum qualifications.

Employer Language:

Selection to fill temporary vacancies shall be made by using the following criteria: seniority, acceptable performance, no active discipline in personnel file, and meeting the Agency's attendance standard. No employee shall be considered for a TWL if he does not meet the minimum qualifications for the position and/or is serving in a probationary period.

Union Language: (*Current CBA with removal of language as follows.*)

Appointment to fill temporary vacancies shall be made from within the unit [unless otherwise determined by the Division Director]. Selection to fill temporary vacancies shall be made by seniority and acceptable performance. For the purpose of this section, acceptable performance shall be defined as the absence of active discipline in the Personnel file and the absence of a current evaluation characterized overall as being below requirements or unsatisfactory. No employee shall be considered for a TWL unless he meets the following criteria:

1. The Employee is not in a probationary period.
2. The Employee meets minimum qualifications.

Recommendation: Employer Position.

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45. 9.2 A (1) Current Language:

The employee is not in a probationary period.

Employer Position: *(The Current Language should be blended into 9.2 A, as per the Employer's proposal in 44 above.)*

Union Position: Current CBA

Recommendation: Employer Position.

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46. 9.2 A (2) Current Language:

2. The Employer meets minimum qualifications.

Employer Position: *(The Current Language should be blended into 9.2 A as per the Employer's proposal in 44 above.)*

Union Position: Current CBA.

Recommendation: Employer Position.

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47. 9.2 A (3) Current Language:

3. In the case of a TWL into a position in the Eligibility Specialist classification, the employee must have completed the entire training class taught by Staff Development except that no employee shall be denied on the basis of this third criteria if he has been in the unit offering the TWL for at least one year and the training class has not been offered during that time.

Employer Language: *Delete.*

Union Language: Current CBA.

Recommendation: Union Position

-----

48. 9.2 A (3a) Current Language:

a. Employees serving TWL's projected to last longer than 45 days shall be evaluated at the end of thirty (30) days to ascertain whether or not performance in the higher class "Meets Requirements". If performance does not "Meet Requirements", the TWL will be ended.

Employer Language: *Delete.*

Union Language: Current CBA.

Recommendation: Employer Position

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49. 9.2 B Current Language:

B. An employee shall be eligible for a second temporary working level (TWL) appointment outside of his unit if he has not served the full allowable period (6 Months on his first TWL appointment) within the previous twelve (12) months.

Employer Language: *Delete*

Union Position (*Current CBA, adding language as follows.*)

B. An employee shall be eligible for a second temporary working level (TWL) appointment outside of his unit if he has not served the full allowable period (6 Months on his first TWL appointment) within the previous twelve (12) months. When a job becomes vacant, the opening will be posted for bid within ten (10) working days.

Recommendation: Union Position

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50. 9.2 C Current Language:

C. An employee, having served in a TWL assignment within the last six (6) months, may be eligible for additional TWL assignments within his unit, if determined as feasible by the Division Director.

Employer Language: *Delete.*

Union Language: (*Current CBA, adding language as follows.*)

C. An employee, having served in a TWL assignment within the last six (6) months, may be eligible for additional TWL assignments within his unit, if determined as feasible by the Division Director. When a job becomes vacant, the opening will be posted for bid within ten (10) working days.

Recommendation: Union Language

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51. 9.3A Current Language

No person shall perform duties that are below his classification on a regular basis.

Employer Language: Current CBA

Union Language

No person shall perform duties that are below his classification [on a regular basis].

Recommendation: Employer Position

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52. 9.4A Current Language:

No non-bargaining unit employee shall do the work normally performed by a bargaining unit employee on a regular basis.

Employer Language: Current CBA

Union Language:

No non-bargaining unit employee shall do the work normally performed by a bargaining unit employee [on a regular basis].

Recommendation: Employer Language

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53. 9.8 Current Language.

Each employee who normally uses a telephone in the course of his Agency duties, shall be provided with a telephone, and shall not be required to share such telephone with other employees whose job duties also normally require the use of a telephone.

Employer, Union and *therefore Recommended* Language:  
CBA.

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54. 9.9 Current Language:

Each employee who is assigned to a desk shall have an area, surrounding his desk, adequate to ensure an atmosphere and conditions conducive to the efficient performance of his work duties. This section is grievable up to the County Commissioners' level.

Employer: Current Language.

Union Language:

Each employee who is assigned to a desk shall have an area, surrounding his desk, adequate to ensure the efficient and safe [an atmosphere and conditions conducive to the efficient] performance of his work duties. This section is grievable up to the County Commissioners' level.

Recommendation: Union Position.

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55. 9.13 Current Language:

No employee shall be required to perform duties of a personal nature for any other Agency employee, and there shall be no retaliation against any employee for a refusal to perform such duties.

Employer, Union, and Recommended Language: Current CBA.

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56. 9.14 Current Language:

No employee shall be required to use his vehicle for client transportation.

Employer, Union, and Recommended Language: Current CBA.

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57. 9.16 Current Language:

Section 9.16 - EMPLOYEE REVIEW OF PERSONNEL FILE - An employee may review his personnel file upon request, at a time mutually convenient to both employer and employee. Such review will take place in the Personnel office. No materials may be removed or placed in the file without the Job and Family Service Director's consent.

Employer Language:

Section 9.16 - EMPLOYEE REVIEW OF PERSONNEL FILE - An employee may review his personnel file upon request, at a time mutually convenient to both employer and employee. Such review will take place in the County Personnel Department office. [No materials may be removed or placed in the file without the Job and Family Service Director's consent.]

Union Language: Current CBA

Recommendation: Employer Language

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58. 9.17 Current Language

9.17 - REMOVAL FROM WORK STATION - If the Employer determines that it is advisable to remove an employee from his normal work station, the Employer shall, prior to such move and when feasible, meet and discuss such move with the union. This section is grievable up to the County Commissioners level. This section may not be grieved to binding arbitration.

Employer Language:

9.17 - REMOVAL FROM WORK STATION - If the Employer determines that it is advisable to remove an employee from his normal work station, the Employer shall, prior to such move and when feasible, inform[meet and discuss such move with]the

union. This section is grievable up to the County Commissioners level. This section may not be grieved to binding arbitration.

Union Language: Current CBA.

Recommendation: Employer Position.

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59. 10.1 Current Language:

SECTION 10.1 - ASSIGNMENT OF DUTIES - The assignment of duties to a position is the prerogative of management; any changes in assigned duties must be approved by the Director of Job and Family Services. Duties are assigned when incorporated into a position description which is signed by the Director of Job and Family Services or his designee. New duties will start as approved by the Director of Job and Family Services.

Employer Language: *Remove Current Language, replace with the following.*

SECTION 10.1 - ASSIGNMENT OF DUTIES - The classification of positions within the Lucas County Department of Job and Family Services (JFS), the duties assigned to those positions, and the methodology used for classification is vested with Management. New duties will start as approved by the Director of JFS. The employer will not change job duties for arbitrary or capricious reasons. Job descriptions shall be reviewed and updated as determined by management.

Union Language:

The assignment of duties to a position is the prerogative of management; any changes in assigned duties must be approved by the Director of Job and Family Services. Duties are assigned when

incorporated into a position description which is signed by the Director of Job and Family Services or his designee. New duties will start as approved by the Director of Job and Family Services. An employee who has been reassigned duties shall not be required to perform said duties for more than 30 calendar days without a position description.

Recommendation: Employer Position *with the following additional statement.*

An employee who has been reassigned duties shall not be required to perform said duties for more than 30 calendar days without a new position description.

60. 10.1 A Current Language:

Whenever the duties assigned to a position are to be significantly changed or modified to the extent that the classification might need to be changed, a new position description shall be prepared by the Human Resources Department.

Employer and Union in *substantial agreement, therefore the Recommendation is as follows.*

Whenever the duties assigned to a position are to be significantly changed or modified, a new position description will be prepared by the County Personnel Department and shared with the Union prior to implementation. To the extent that the classification might need to be changed, a new position description shall be prepared by the Human Resources Department.

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61. 10 A (3)

Current Language:

The employer shall not assign to an existing encumbered position

additional or special duties of such a nature that the classification might be changed unless such addition or change is the result of a natural job progression or a result of reorganization. Natural job progression is defined as the assumption of additional duties of a type found in the incumbent's class specifications or next higher class specification which changes the duties in the position description by less than 40% and is the result of new methods, increased work volume in the unit, or such other reason as may be determined necessary by the Job and Family Services Director.

Employer Language: Current CBA.

Union Language:

The employer shall not assign to an existing encumbered position additional or special duties of such a nature that the classification might be changed unless such addition or change is the result of a natural job progression [or a result of a reorganization]. Natural job progression is defined as the assumption of additional duties of a type found in the incumbent's class specifications or next higher class specification which changes the duties in the position description by less than 40% and is the result of new methods, increased work volume in the unit, or such other reason as may be determined necessary by the Job and Family Services Director.

Recommendation: Employer Language

62. 10.2 Current Language:

SECTION 10.2 - REVIEW OF POSITION DESCRIPTIONS - All employees shall be provided with an accurate description of their job upon their request. Job descriptions shall be reviewed and updated as required. The Employer shall not unreasonably deny a request by the Union for a job description review. Questions of the Position Description Review/Job Audit shall be resolved under this Article. Position Description Review/Job Audit Requests cannot be made to any external agency. No position description will be reviewed more than once in any twelve (12) month period. Position

Description Reviews/Job Audits shall be completed within sixty (60) calendar days from the date of their request.

Employer Language:

SECTION 10.2 - REVIEW OF POSITION DESCRIPTIONS - All employees shall be provided with an accurate description of their job upon their request. [Job descriptions shall be reviewed and updated as required. The Employer shall not unreasonably deny a request by the Union for a job description review. Questions of the Position Description Review/Job Audit shall be resolved under this Article. Position Description Review/Job Audit Requests cannot be made to any external agency. No position description will be reviewed more than once in any twelve (12) month period. Position Description Reviews/Job Audits shall be completed within sixty (60) calendar days from the date of their request.]

Union Language:

SECTION 10.2 - REVIEW OF POSITION DESCRIPTIONS - All employees shall be provided with an accurate description of their job upon their request. Job descriptions shall be reviewed and updated as required. The Employer shall not unreasonably deny a request by the Union for a job description review. Questions of the Position Description Review or Job Audit Position [Description Review/Job Audit] shall be resolved under this Article. Position Description Review/Job Audit Requests cannot be made to any external agency. No position description will be reviewed more than once in any twelve (12) month period. Position Description Reviews/Job Audits shall be completed within sixty (60) calendar days from the date of their request.

Recommended Language: Employer Language

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63. 10.3 Current Language:

SECTION 10.3 - UNION REVIEW PROCESS - The classification of positions within Lucas County Job and Family Services, the duties assigned to those positions, and the methodology used for classification is vested with Management. When a new classification is established or an existing one is substantially changed, the County will submit the description in writing and meet with the Union to discuss said changes at least fifteen (15) days prior to implementation of those changes. Within thirty (30) days, the parties will meet and discuss the rate of pay. Among the factors to be considered are the skill, knowledge, and abilities required in the position and the problem-solving know-how, accountability and working conditions in the position all in relationship to other positions in the classification system. The period of meeting and discussion shall be limited to no more two weeks. If there is a disagreement between the Union and the Employer as to the appropriate classification, and such disagreement cannot be resolved during the two week period of discussion, the Employer may implement its proposed classification assignment. The Union may grieve this decision starting at the County Commissioner's level as to the reasonableness of the position description.

Whenever the position held by a bargaining unit employee is reclassified as a result of a Position Description Review/Job Audit, and there is agreement between the Union and the Director as to the appropriate classification and pay range, the effective date shall be the beginning of the pay period in which the Director signs the revised position description. Whenever the position held by a bargaining unit employee is reclassified as a result of a grievance decision, the effective date shall be the date the grievance is filed.

Employer Language:

10.3: The Job Audit: The purpose of the job audit is solely to determine if an employee is working within classification. Issues of pay as it is related to job classification will be referred to a labor management meeting. Job audits will not be performed more than once in any 24 month period from the completion.

Union Language:

When a new job classification is established or an existing one substantially changed, the county personnel department will submit the signed job description, in writing, to the Union. At least fifteen (15) days later, the union and management shall meet and discuss said changes and rate of pay. Within the next five (5) working days, management will present to the union their written description regarding the position description and pay rate. Implementation shall not take place any sooner than fifteen (15) days from the above meeting.

Whenever the position held by a bargaining unit employee is reclassified as a result of a Position Description Review and/or Job Audit [Position Description Review/Job Audit], and there is agreement between the Union and the Director as to the appropriate classification and pay range, the effective date shall be the beginning of the pay period in which the Director signs the revised position description. Whenever the position held by a bargaining unit employee is reclassified as a result of a grievance decision, the effective date shall be the date the grievance is filed.

Recommendation: Employer Position

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64. 10.5 Current Language:

SECTION 10.5 - MINIMUM QUALIFICATIONS FOR CLASSIFICATIONS - In the absence of existing minimum class qualifications, the employer may establish reasonable and necessary minimum class qualifications for internal bidding, subject to the rights of the Union to grieve the issue of reasonableness. The Employer shall notify the Union of the minimum qualifications that it proposes to use, and any subsequent changes prior to use.

Employer Language:

SECTION 10.5 - MINIMUM QUALIFICATIONS FOR CLASSIFICATIONS -  
In the absence of existing minimum class qualifications or when  
management determines the need to update minimum class  
qualifications, the employer shall notify the union of the Minimum  
Qualifications that it proposes to use, and any subsequent changes  
prior to use. The Union has the right to grieve the  
"reasonableness" of the changes.

Union Language: Current CBA.

Recommendation: Employer Language

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65. 10.5 A Current Language:

A. Where it appears that the existing minimum qualifications do  
not reflect the needs of a particular position, the parties agree that  
the Employer may make reasonable and necessary modifications to  
the minimum qualifications as applied to that position, subject to  
the Union's right to grieve the "reasonableness" of such changes.

Employer Language: *Delete entire paragraph.*

Recommendation: Employer Language

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66. 11.1 Current Language:

11.1 -JOB ABOLISHMENT - The Employer and the Union  
agree that the intent of this Article is to avoid actual layoff in the  
bargaining unit whenever possible. If, in the event of lack of work or  
lack of funds or the need for a permanent reorganization for  
efficiency, it appears necessary to abolish positions in the  
bargaining unit, the employer and the Union agree to meet and  
discuss in which classifications the abolishment shall occur and the  
number of positions to be abolished. Such consultation occur thirty  
(30) days prior to finalization and implementation of any  
abolishment process.

Employer Language:

SECTION 11.1 - JOB ABOLISHMENT - The Employer and the Union agree x x x Such consultation will occur fourteen (14) [thirty (30) days] prior to finalization and implementation of any abolishment proposal.

Recommendation: Employer Language

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67. 11.Current Language:

SECTION 11.2 DISPLACEMENT PROCEDURES - Employees in this bargaining unit whose jobs are to be abolished will be displaced according to the following procedures.

Employer Language:

SECTION 11.2 DISPLACEMENT PROCEDURES - Employees in this bargaining unit whose jobs are to be abolished will be displaced. [according to the following procedures]. Ultimately, the least senior employee will be laid off, if sufficient positions are not available for bidding, placement, slotting, or bumping.

Union Language: Current CBA

Recommendation: Employer Language

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68. 11.2 A

A. LATERAL TRANSFER POSTING PROCEDURES - Where there are sufficient available vacancies in the classification(s) of the abolished positions, the Employer will post a sufficient number of such vacancies which it intends to fill, as "closed", available only to employees holding the same classification as the posting. The duration of such postings will be two (2) days.

Employer Language

A. LATERAL TRANSFER POSTING PROCEDURES - If only one vacancy exists and there is only one displaced employee in the classification, the displaced employee will be placed (slotted) into said position, and the position will not be posted.

Union Language: Current CBA.

Recommendation: Employer Language

-----  
69. 11.2 A (1) - Current Language

1.If all of the displaced employees and all of the available vacancies are in the same Division, then such posting(s) shall be arranged by the Division Director and will be open only to employees in that Division.

Employer Language: *Delete.*

Union: Current CBA

Recommendation: Employer Position

-----  
70. 11.2 A (2) Current Language

2. Employee(s) who have been and remain displaced shall be placed at the top of the bid list at each step of a "transfer posting" procedure. In the event that there are more than three (3) most senior employees being displaced, then the three (3) most senior employee shall constitute the bid list for the first position to be filled; the fourth most senior employee will be included with the two remaining displaced bidders to make a bid list of three for the second position to be selected, etc., until all positions to be filled have been considered. If needed, other names of those who have bid, but who are not displaced shall be added, by seniority, to complete a bid list of three (3) qualified bidders.

Employer Language: *Delete.*

Union Language: Current CBA.

Recommendation: Employer Position

-----

71. 11.2 A (3) Current Language:

3. If an employee who has been displaced is not selected in the first round of bidding, there shall be a second round held in the same manner as the first. However, subsequent rounds will not take place unless there are additional positions to be posted which are not included in the first round.

Employer Language: *Delete*

Union Language: Current CBA

Recommendation: Employer Position

-----

72. 11.2A (3a): Current Language.

a An employee who is displaced is not required to choose a position as long as there are subsequent rounds of bidding remaining. However, not bidding shall take place beyond the end of the second round.

Employer Language: *Delete*

Recommendation: Employer Position.

-----

73. 11.2 A (3b) Current Language

b. If more than one displaced employee remains at the end of the second round, the displaced employees may choose their placement into the available vacancies remaining or created by the second round of bidding, starting with the most senior employee.

Employer Language: *Delete.*

Union Language: Current CBA

Recommendation: Employer Position.

-----  
74. 11.2 (3c) Current Language:

c. An employee who accepts a position offered to him as the result of these proceedings is no longer considered as "displaced" or a forced bidder, but may continue to bid on other positions, using his agency seniority.

Employer Language: *Delete.*

Recommendation: Employer Position.

---  
75. 11.2 A (4) Current Language:

If at any point there is an incomplete bid list, selection shall be made from those on the list.

Employer Position: *Delete.*

Union Language: Current CBA.

Recommendation: Employer Position

---  
76. 11.2 A (5) Current Language:

If more than one vacancy exists initially, the employer will determine the order in which the vacancies are filled.

Employer Language: *Delete.*

Union Language:

If more than one vacancy exists initially, all vacancies will be filled in their chronological order of occurrence. [the employer will determine the order in which the vacancies are filled.]

Recommendation: Employer Position

--

77. 11.2 A (6) Current Language:

6. If only one (1) vacancy exists and there is only one (1) displaced employee in the classification, the displaced employee will be offered said position, and the position will not be posted.

Employer, Union Position and Recommendation: *Delete.*  
(*Employer has this in 11.2 A.*)

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78. 11.2 A (7) Current Language:

7. The Employer agrees to withhold from regular posting, starting with the finalization of the reorganizational/abolishment plan or for up to twenty (20) days preceding round one of the reorganizational/abolishment procedure, the number of available positions in the appropriate classification (s) needed to accommodate displaced employees and/or other classifications if displacement out of class becomes necessary.

Employer Language: *Delete.*

Union Language: Current CBA

Recommendation: Employer Position

-----

79. 11.2 B Current Language:

B. DISPLACEMENT OUT OF CLASSIFICATION - If there is an insufficient number of vacancies existing in the abolished employee's classification, and there are available vacancies in other classifications, within this bargaining unit having the same or lower pay range, then such positions shall also be made available to displaced employees.

Employer Language:

B. If more than one (1) employee is affected by a job abolishment in the same classification or a lower classification, the following procedures will be followed before an actual layoff occurs.

Union Position: Current CBA

Recommendation: Employer Language

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80. 11.2 B (1) Current Language:

1. Such posting (s) shall be held concurrently with and to supplement the "lateral transfer postings" in "A", and shall be "closed" to all bidders except those holding the same classification as the posting and the "displaced bidders."

Employer Language:

1. The vacant position(s) will be posted. The displaced employees shall be at the top of the bid list.

Union Language: Current CBA.

Recommendation: Employer Language

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81. 11.2 B (2) Current Language:

2. A displaced bidder must meet all the minimum qualifications and special (Section 7.8 A) (3) ) and/or licensing requirements for an "out of classification" displacement; if the employee is certified then such certification shall carry to the new classification.

Employer Language:

2. If more than one (1) vacancy exists initially, the employer will determine the order in which the vacancies will be filled.

Recommendation: Employer Language

82. 11.2 B (3) Current Language:

3. Unlike subsection "A" above, a displaced bidder will not be "placed" on the bid list for an "out of classification" posting unless he submits a bid and qualifies himself for such a position.

Employer Language: *Delete.*

Recommendation: Employer Language.

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83. 11.3 Current Language:

SECTION 11.3 - LAYOFF - In the event that a layoff becomes necessary, either due to job abolishment or to a temporary condition of lack of work or lack of funds, the Employer shall meet and discuss with the Union concerning which classifications within this bargaining unit that the layoffs will occur and the number of employees to be laid off. Such consultation will occur thirty (30) days prior to the finalization and implementation of any layoff proposal.

Employer Language:

SECTION 11.3 - LAYOFF - In the event that a layoff becomes necessary, either due to job abolishment or to a temporary condition of lack of work or lack of funds, the Employer shall meet and discuss with the Union concerning which classifications within this bargaining unit that the layoffs will occur and the number of employees to be laid off. Such consultation will occur thirty (30) days prior to the finalization and implementation of any layoff proposal. Should a dispute arise as to the necessity of such layoff, the employer's determination shall control subject to the affected party's right to grieve.

Union Language: Current CBA

Recommendation: Employer Position

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84. 11.4 Current Language:

SECTION 11.4 - LAYOFF PROCEDURE - The following procedures shall be followed for layoff:

Employer Language:

SECTION 11.4 - LAYOFF PROCEDURE - [The following procedures shall be followed for layoff:] Layoff and Recall Procedure.

Union Language: Current CBA.

Recommendation: Employer Language

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85. 11.4 A Current Language:

LAYOFF PROCEDURE

A. All vacancies in this bargaining unit not subject to abolishment shall first be posted pursuant to Article 7 of this Agreement, except

that the duration of such postings shall not go beyond the original layoff posting and one (1) subsequent round.

Employer Language:

A. [All vacancies in this bargaining unit not subject to abolishment shall first be posted pursuant to Article 7 of this Agreement, except that the duration of such postings shall not go beyond the original layoff posting and one (1) subsequent round.] The employer shall give the affected employees and the union three (3) weeks notice of its intent to lay off.

Union Language: Current CBA

Recommendation: Employer Language.

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86. 11.4 A (1) Current Language:

1. Any remaining vacancies which the Employer wishes to fill will first be used before any employee can be displaced from that classification through layoff.

Employer Language: *Delete.*

Union Language: Current CBA.

Recommendation: Employer Position.

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87. 11.4 B Current Language:

B. No full-time, permanent, certified or provisional employee shall be laid off while there are temporary, seasonal, intermittent, part-time, or initial probationary employees working in the same classification anywhere in the Department, except that if a position has special requirements (Section 7.8 (A) (3) ), then any person wishing to fill that position must meet those requirements before he could displace the incumbent through layoff.

Employer Language:

The least senior employee within the affected job classification shall be the first to be laid off.

Union Language: Current CBA

Recommendation Language: Employer Language.

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88. 11.4 B (1) Current Language

1. The order of layoff will be according to status starting in ascending order first with emergency hires, then interim, seasonal, intermittent, part-time, full-time initial probationary, provisional, and ending with certified employees.

Employer Language: *Delete.*

Union Language: Current CBA.

Recommendation: Language: Employer Proposal.

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89. 11.4 B (1A) Current Language

a. Provisional employees who have been certified in previously assigned classifications and provisional employees who have been employed by the Department for more than two (2) years without being given the opportunity to test for certification will be considered certified employees for the purpose of layoff and recall.

Employer Language: *Delete.*

Union Language: Current CBA

Recommendation: Employer Position

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90. 11.4 B (2) Current Language:

2. Within each status grouping, the layoff order shall be according to bargaining unit seniority (as determined in Article 6), starting with those employees having the least amount of seniority.

Employer Language: *Delete*

Union Language: Current CBA.

Recommendation: Employer Language

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91. 11.4 B (3) Current Language:

The number in each classification necessary to achieve the desired reduction in staffing, reduced by the number of persons in those classifications who refused placement in the Section 11.2 displacement procedures, will be given notices of layoff. These will be the employees with the least seniority in each classification affected ??(11.4 (B) ) and persons who wish to be laid off. In the event that it is necessary to lay off some persons but not all who have equal seniority, a tie breaker conducted by lottery will be used to determine who receives a layoff notice.

Employer Language: *Delete*

Union Language: Current CBA

Recommendation: Employer Position

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92.11.4 C Current Language:

C. When an employee is being laid off, he shall first have the right to any available vacancy in the same or lower pay range for which he qualifies, or if no vacancy in an appropriate classification exists, then to displace another employee in this bargaining unit using the following procedures, providing he meets the minimum qualifications of the position.

Employer Language:

C. [When an employee is being laid off, he shall first have the right to any available vacancy in the same or lower pay range for which he qualifies, or if no vacancy in an appropriate classification exists, then to displace another employee in this bargaining unit using the following procedures, providing he meets the minimum qualifications of the position.]

An employee scheduled for layoff shall be permitted to bump a less senior employee in another classification with the same assigned pay range or lower pay range as long as he/she possesses the current qualifications for the position and can immediately perform the job. Non-bargaining unit employees shall not displace bargaining unit employees through this procedure.

Union Language: Current CBA.

Recommendation: Employer Position

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93. 11.4 C (1) Current Language:

1. The employees whose jobs have been abolished or whose positions must be vacated due to lack of work/funds, shall be called by order of status and seniority, starting with the highest, to exercise their displacement rights.

Employer Language:

*( 11.4 C 1-5 deleted and replaced with 11.4 D - H)*

11.4 D In the end, the least senior employee shall be laid off.

Union Language: Current CBA.

Recommendation: Employer Position

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94. Current Language: 11.4 C (2)

2. If an employee who is to be laid off cannot displace another employee in his classification, then he shall displace the employee with the least seniority in another classification with the same assigned pay range, provided Minimum Qualifications are met.

Employer Language:

[ 2. If an employee who is to be laid off cannot displace another employee in his classification, then he shall displace the employee with the least seniority in another classification with the same assigned pay range, provided Minimum Qualifications are met.]11.4 E Recall from seniority shall be in order of seniority provided the recalled employee possesses the qualifications of the position.

Union Language: Current CBA.

Recommendation: Employer Position

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95. 11. 4 C (3) Current CBA:

3. If an employee who is to be laid off cannot displace any employee in the classification with the same assigned pay range, then he shall displace the employee with the least seniority in a classification in the next lower pay range, provided that he meets the minimum qualifications for that position and any other special requirements (Section 7.8 (A) (3) ) for that particular position.

Employer Language:

[ 3. If an employee who is to be laid off cannot displace any employee in the classification with the same assigned pay range, then he shall displace the employee with the

least seniority in a classification in the next lower pay range, provided that he meets the minimum qualifications for that position and any other special requirements (Section 7.8 (A) (3) ) for that particular position.]

11.4 F An employee's right to recall his/her former position shall be limited to one (1) year.

Union Language: Current CBA.

Recommendation: Employer Language

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96. 11.4 C (4) Current Language:

4. The process will be repeated until the employees with the least amount of status and seniority have been displaced by employees with greater status and seniority. An employee who wishes to bump to avoid layoff must bump he least senior person in the highest classification for which he is eligible (i.e., qualifies), starting with his own classification. A person may only displace a person of lesser seniority.

Employer Language:

[4. The process will be repeated until the employees with the least amount of status and seniority have been displaced by employees with greater status and seniority. An employee who wishes to bump to avoid layoff must bump he least senior person in the highest classification for which he is eligible (i.e., qualifies), starting with his own classification. A person may only displace a person of lesser seniority.]

11.4 G The order of layoff will be according to status starting in ascending order first with emergency hires, then interim, seasonal, intermittent, part-time, full-time initial probationary, provisional, and ending with certified employees.

Recommendation: Employer Language

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97. 11.4 C (5) Current Language:

5. Non-bargaining unit employees shall not displace unit employees through this procedure unless they hold an excluded position with an assigned civil service classification identical to a civil service classification within the bargaining unit.

Employer Language:

[5. Non-bargaining unit employees shall not displace unit employees through this procedure unless they hold an excluded position with an assigned civil service classification identical to a civil service classification within the bargaining unit.]

11.4 H There shall be no new hires in the classification involved in a layoff while any employees qualified for the classification are laid off.

Union Position: Current CBA.

Recommendation: Employer Position.

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98. 11.5 Current Language:

SECTION 11.5 - RECALL PROCEDURE - Employees in this bargaining unit who have been laid off or displaced will be placed on a recall list by seniority; they will remain on such list until either:

A. Employees will be called by order of seniority, except that certified employees will be recalled to their proper proper classifications before provisional employees of the same seniority may be called to those same classifications. The priority of such recalls are:

FIRST - To fill vacancies in the original classification of layoff or displacement.

SECOND - To fill vacancies in any classification assigned the same pay range.

THIRD - To fill vacancies in classifications assigned to lower pay ranges:

1. An employee must meet the minimum qualifications of the classification and other special requirements of the position (Section 7.8 (A) (3) in order to be called for the second and third priorities, above.

2. If a vacancy occurs in a classification for which there is no employee eligible for "priority one" recall or there is no certification list, then the most senior employee remaining laid off or displaced shall be appointed to the position, provided that it is at the same or lower pay range; in the event there is a preferred or open certification list, then the most senior senior employee who was certified at the time of layoff or displacement, or who is eligible for certification by virtue of having held certification in that classification, or who has held a higher class within the same classification series while certified, within five years of layoff, shall be appointed.

3. This process shall continue until all employees are returned to employment within the Department.

B. Employees shall be notified of recall to employment by certified mail to their last known address as is on file in the Personnel Office, and shall be given seven (7) calendar days from the date of mailing to respond to the Personnel Office as to their acceptance or rejection of the recall offer. Notification of recall to a higher priority to position may be made to a current employee through hand delivery while on the job; such employee shall have three (3) working days to respond to the Personnel Office.

1. An employee being recalled to employment must be available for

work within fourteen (14) calendar days of the mailing of the notification of recall in order to make a valid acceptance of recall.

2. An employee who is temporarily disabled at the time of recall, may accept recall and use sick leave or request leave of absence, with acceptable medical verification showing a diagnosis, prognosis, and probable date of release to return to employment.

A. Employees will be called by order of seniority, except that certified employees will be recalled to their proper proper classifications before provisional employees of the same seniority may be called to those same classifications. The priority of such recalls are:

FIRST - To fill vacancies in the original classification of layoff or displacement.

SECOND - To fill vacancies in any classification assigned the same pay range.

THIRD - To fill vacancies in classifications assigned to lower pay ranges:

1. An employee must meet the minimum qualifications of the classification and other special requirements of the position (Section 7.8 (A) (3) in order to be called for the second and third priorities, above.

2. If a vacancy occurs in a classification for which there is no employee eligible for "priority one" recall or there is no certification list, then the most senior employee remaining laid off or displaced shall be appointed to the position, provided that it is at the same or lower pay range; in the event there is a preferred or open certification list, then the most senior senior employee who was certified at the time of layoff or displacement, or who is eligible for certification by virtue of having held certification in that classification, or who has held a higher class within the same classification series while certified, within five years of layoff, shall be appointed.

Employer Language: *Delete*

Union Language: Current CBA.

Recommendation: Employer Language

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ARTICLE 12 - EMPLOYEE PERFORMANCE AND EVALUATION

-TA'D-

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99. A 13 Current Language:

GRIEVANCE PROCEDURE

SECTION 13.1 - - No grievance will be accepted until the employee has attempted to resolve the problem through his immediate Team Leader. It is the responsibility of the employee to provide documentation that said meeting with the Team Leader has occurred.

Employer Language:

13.1 The term "grievance" shall mean allegation of misinterpretation or misapplication of a specific term of this agreement. All other matters pertaining to Civil Service Laws and Administrative Policies can be grieved up to the level of the County Commissioners. These matters cannot go to binding arbitration nor be appealed for any outside remedy. It is not intended that the grievance procedure be used to effect changes in the Articles of this agreement or those matters which are controlled by the provisions of Federal and/or State laws.

Recommendation: Employer Position

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100. 13.1 A Current Language:

13.1A The right to file a grievance is reserved to those employees who have completed their initial probationary period.

Employer and Recommended Language: *[Employer and Union agree on first sentence in 13.1A below. The remainder of the language below is the same as Current 13.1 except for the change from team leader to coordinator.]*

13.1 A The right to file a grievance is reserved to those employees who have completed their initial probationary period. No grievance will be accepted until the employee has attempted to resolve the problem with/through his immediate coordinator. It is the responsibility of the employee to provide documentation that said meeting with the coordinator occurred.

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101. 13.2 - Current Language:

13.2 PROCEDURE FOR GRIEVANCE RESOLUTION - Grievances shall be prepared and presented within five (5) working days of the occurrence of the alleged infraction or within five (5) working days of the employee's or the Union's knowledge of the alleged infraction.

Employer Language:

13.2 PROCEDURE FOR GRIEVANCE RESOLUTION - Grievances shall be prepared and presented within five (5) working days of the occurrence of the alleged infraction or within five (5) working days of the employee's or the Union's knowledge of the alleged infraction. Matters resolved through this procedure shall be considered final and binding upon the parties.

Union Language: Current CBA

Recommendation: Employer Language.

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102. 13.2 Step 1: Current Language:

Step 1: A written grievance will be submitted to the employee's Administrative Coordinator, who shall prepare and return his written answer within five (5) working days.

Employer Language:

Step 1: A written grievance, stating the Articles of the Contract that were violated, will be submitted to the employee's Administrative Coordinator, who shall prepare and return his written answer within five (5) working days.

Union Language:

Step 1: A written grievance will be submitted to the person/department head that caused the alleged infraction (i.e., Human Resources) [employee's Administrative Coordinator,] who shall prepare and return his written answer within five (5) working days.

Recommendation: Employer Language

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103. 13.2 Current Language:

Step 4: If the grievance is not resolved through the above procedure, it may be submitted to the Labor Relations Consultant of the Board of County Commissioners within five (5) working days after the Step 3 answer. The documents must include the written responses from each step of the procedure and the written reason why the responses were unsatisfactory. A hearing with the Board of County Commissioners, or designee, will be held monthly. For the purposes of this article, the "designee" shall be the Director of the County Personnel Department. Under unusual circumstances, the Director of the County Personnel Department can select an additional designee from within the Human Resources Department. All grievances submitted by the Union before the previous month's

deadline will be heard. The deadline is the third Friday of the previous month. Requests submitted after the deadline shall be honored at the next scheduled hearing. The County Commissioners, or designee will attempt to render a written decision within seven (7) working days of a hearing.

Employer Language:

Step 4: If the grievance is not resolved through the above procedure, it may be submitted to the Labor Relations Consultant of the Board of County Commissioners within five (5) working days after the Step 3 answer. The Employee Relations Coordinator must also receive a copy. The documents must include the written responses from each step of the procedure and the written reason why the responses were unsatisfactory. Failure to provide all the documentation will result in the grievance being placed on hold. [A hearing with the Board of County Commissioners, or designee, will be held monthly. For the purposes of this article, the "designee" shall be the Director of the County Personnel Department. Under unusual circumstances, the Director of the County Personnel Department can select an additional designee from within the Human Resources Department. All grievances submitted by the Union before the previous month's deadline will be heard. The deadline is the third Friday of the previous month. Requests submitted after the deadline shall be honored at the next scheduled hearing. The County Commissioners, or designee will attempt to render a written decision within seven (7) working days of a hearing.]

Union Language:

Step 4: If the grievance is not resolved through the above procedure, a written request for a hearing before the Board of County Commissioners may be submitted within five (5) working days. Documents will include the written responses from each step of the procedure and the written

reason the responses were unsatisfactory. A hearing with the Board of County Commissioners will be heard monthly. All grievances submitted by the Union before the previous month's deadline will be heard. The deadline is the third Friday of the previous month. Requests submitted after the deadline shall be honored at the next scheduled hearing. The County Commissioners shall render a written decision within seven (7) working days of the hearing. [it may be submitted to the Labor Relations Consultant of the Board of County Commissioners within five (5) working days after the Step 3 answer. The documents must include the written responses from each step of the procedure and the written reason why the responses were unsatisfactory. A hearing with the Board of County Commissioners, or designee, will be held monthly. For the purposes of this article, the "designee" shall be the Director of the County Personnel Department. Under unusual circumstances, the Director of the County Personnel Department can select an additional designee from within the Human Resources Department. All grievances submitted by the Union before the previous month's deadline will be heard. The deadline is the third Friday of the previous month. Requests submitted after the deadline shall be honored at the next scheduled hearing. The County Commissioners, or designee will attempt to render a written decision within seven (7) working days of a hearing.]

Recommendation: Employer Position.

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104. Current Language. (# 104 was an addition by Management. It includes some of the language from Step 4.)

Employer Language:

13.2 A Step 5 - A hearing with the Board of County Commissioners, or designee, will be held monthly. For the purposes of this article, the "designee" shall be the

Director of the County Personnel Department. Under unusual circumstances, the Director of the County Personnel Department can selected an additional designee. All grievances submitted by the Union before the previous month's deadline will be heard provided that proper documentation has been submitted. The deadline is the third Friday of the previous month. Requests submitted after the deadline shall be honored at the next scheduled hearing. The County Commissioners, or designee will attempt to render a decision within seven (7) working days of a hearing.

Recommendation: Employer position. *[The Employer language was recommended for #103, Step 4, which includes and relates to much of the Employer proposal for #104.]*

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105. 13.2 G Current Language:

G. Six (6) copies of the grievance answer will be submitted to the union from each responding step of this procedure.

Employer Language:

13.2 The Union will be provided with a copy of the grievance answer from each responding step of this procedure.

Union Language: Current CBA.

Recommendation: Employer Position.

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106. Current Language

ARTICLE 14, DISCIPLINE

SECTION 14.1 - REASONS FOR DISCIPLINE - An employee may be disciplined only for reasons of incompetency, inefficiency, dishonesty, alcohol or drug abuse, immoral conduct, insubordination,

discourteous treatment of the public, neglect of duty, violation of civil service rules, or any other failure of good behavior, or any other acts of misfeasance, malfeasance or nonfeasance in office. The burden of proof of any alleged offense rests with the Employer.

Employer Language

SECTION 14.1 - REASONS FOR DISCIPLINE - An employee may be disciplined only for reasons of incompetency, inefficiency, dishonesty, alcohol or drug abuse, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of civil service rules, or any other failure of good behavior, or any other acts of misfeasance, malfeasance or nonfeasance in office. The burden of proof of any alleged offense rests with the Employer.

Union Language: Current CBA.

Recommendation: Union Position.

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107. Current Language

14.2 TYPES AND EXTENT OF DISCIPLINE - Disciplinary action can include the following: written reprimand, suspension, reduction, or removal. At no time shall the employer use other methods of discipline. The parties recognize that certain offenses are serious enough to require the skipping of one or more disciplinary steps. Examples of such summary offenses are acts of physical violence and dishonesty.

Employer Language:

The parties agree that disciplinary action shall be progressive and corrective in nature and shall include:

1. written reprimand- active in personnel file for a period of one (1) year;

2. Suspension- active in personnel file for a period of two (2) years.

3. Termination.

It is understood that the employer may bypass any of the above steps when the nature of the offense warrants more severe action. It is also understood that the employer may repeat any of the above steps depending on the circumstances of each incident considered on a case-by-case basis.

Union Language:

Disciplinary actions must include counseling, verbal reprimands, written reprimands, suspension, reduction, or removal. The parties recognize that certain offenses are serious enough to require the skipping of one or more disciplinary steps. Examples of such summary offenses are acts of physical violence and dishonesty.

Recommendation: Employer Language.

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108. 14.2 A Current Language:

The purpose of discipline is constructive and shall be applied progressively. Thus discipline will, except under unusual circumstances, begin with a reprimand and if the employee's behavior is still not acceptable, progress to suspension, reduction, or removal. Reduction and removal will, except under unusual circumstances, not be imposed if the employee's record does not contain one or more reprimands or suspension.

Employer Position: *Delete.*

Union Position: Current Language.

Recommendation: Employer Position.

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109. 14.2 B Current Language:

14.2 B When the alleged cause for discipline is so serious that it is necessary that the employee immediately cease work and leave the Employer's premises, the Job and Family Services Director will offer the employee an opportunity for a Disciplinary Meeting which, if requested by the employee, will be scheduled within three (3) working days.

Employer Position: *Delete*

Union Position: Current Language.

Recommendation: Employer Position.

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110. 14.2 B (1) Current Language:

14.2 B (1) The employee will, when possible, be offered an opportunity to meet with his Union representative before he is required to leave the Employer's premises. When not possible, the Union will be notified of the order to leave the Employer's premises as quickly as possible.

Employer Language: *Delete*

Union Language: Current Language.

Recommendation: Union Position.

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111. 14.2 B (2) Current Language:

14.2 B (2) If an employee ordered to leave the premises is later found to be not guilty of the charges, there shall be no loss of benefits for the time the employee was ordered to be away from work.

Employer Language: *Delete*

Union Language: Current Language.

Recommendation: Union Position (*Note: Changes numbering*)

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112. 14.2 C Current Language.

C. Disciplinary action must be timely and based upon facts relevant to the current charge(s).

Employer Language. *Delete*

Union Language: Current CBA.

Recommendation: Union Position. (*Note: Changes numbering*)

113. Current language:

14.2 D An employee can not be disciplined twice for the same specific incident.

Employer Position: *Delete.*

Union Language: Current CBA.

Recommendation: Union Position. (*Note: Changes numbering.*)

114. 14.3 Current Language:

SECTION 14.3 - DISCIPLINARY MEETING. - Within five days of the Human Resources Department submission of the written charges of a proposed discipline to the employee and the Chapter Chairperson, the Union and the Human Resources Department, along with Management, shall have informal discussion as to the charges. If the matter is not mutually agreed upon, then the Union has five days to request a meeting between the Union and the affected employee, the Human Resources Department, and Management. This meeting shall occur within fifteen (15) days of the request by the union. All time lines can be extended by mutual agreement.

The requested meeting shall serve as the disciplinary meeting. The meeting shall serve do allow the affected employee and the Union to present its side of the issue(s) before any recommendations are sent forward regarding any potential discipline.

This procedure shall be in effect on a trial basis for one year. However, either party to this agreement can rescind this procedure with a minimum of thirty (30) days written notice. The parties shall meet to negotiate a replacement pre-disciplinary policy. Until any new policy is arrived at, the policy as outlined above shall continue in effect.

Employer Position:

14.3 - DISCIPLINARY MEETING - Whenever the employer determines that an employee may be disciplined in the form of suspension or termination, the employer shall issue an intent to Discipline notifying the employee of the charges. Within five (5) days of the Human Resources Department submission of the intent to discipline, the Union and Human Resources along with a member of management, shall have informal discussion as to the charges. If the matter is mutually agreed upon, then the Union has five (5) days to request a meeting between the union and the affected employee, the Human Resources Department, and management. This meeting shall occur within fifteen (15) days of the request by the union. All time lines can be extended by mutual agreement. The requested meeting shall serve as a pre-disciplinary meeting. The meeting shall serve to allow the affected employee and the union to present its side of the issues before any recommendations are sent forward regarding any potential discipline.

Union Language:

SECTION 14.3 - DISCIPLINARY MEETING. - At the point of the written reprimand, within five days of the Human Resources Department submission of the written charges of a proposed discipline to the employee and the Chapter Chairperson, the Union and the Human Resources Department, along with Management, shall have informal discussion as to the charges. If the matter is not mutually agreed upon, then the Union has five days to request a meeting between the Union and the affected employee, the Human Resources Department, and Management. This meeting shall occur within fifteen (15) days of the request by the union. All time lines can be extended by mutual agreement.

The requested meeting shall serve as the disciplinary meeting. The meeting shall serve do allow the affected employee and the Union to present its side of the issue(s) before any recommendations are sent forward regarding any potential discipline.

This procedure shall be in effect on a trial basis for one year. However, either party to this agreement can rescind this procedure with a minimum of thirty (30) days written notice. The parties shall meet to negotiate a replacement pre-disciplinary policy. Until any new policy is arrived at, the policy as outlined above shall continue in effect.

Recommendation: Employer Position.

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115. 14.4 B Current Language:

B. At the meeting, the employee shall be given the right to a recording of the proceedings. This will be a copy of a tape recording, unless the Employer transcribes the proceedings, in which event a copy of the transcript will be provide.

Employer Language: *Delete*.

Union Language: Current Language.

Recommendation: Employer position.

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116. 14.4 C Current Language:

C. The Job and Family Services Director or his designee shall not take into account any prior infractions except: warnings relating to any area other than attendance received in the last six (6) months; warnings related to attendance received in the last seven (7) months; written reprimands received within the last one (1) year period; suspension occurring within the last eighteen (18) months; provided there are no intervening written reprimands, suspensions, or repeated infractions.

Employer Language:

The Jobs and Family Services Director or his designee will take into account all active discipline in the employee personnel file.

Union Language:

C. The Job and Family Services Director or his designee shall not take into account any prior infractions except: warnings relating to any area other than attendance received in the last six (6) months; warnings related to attendance received in the last seven (7) months; written reprimands received within the last six (6) months;one (1) year period; suspension occurring within the last six (6) months; eighteen (18) months; provided there are no intervening written reprimands, suspensions, or repeated infractions.

Recommendation: Union Position

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117. 14.6 - Current Language:

SECTION 14.6 - INVESTIGATION/INTERROGATION OF EMPLOYEES - No Agency employee not in the chain of command shall be allowed to investigate another employee unless there is an investigation relating to work which has the approval of the Job and Family Services Director. Further, the Employer is without power to search employees without cause.

Employer Language:

SECTION 14.6 - INVESTIGATION/INTERROGATION OF EMPLOYEES - No Agency employee not in the chain of command shall be allowed to investigate another employee unless there is an investigation relating to work which has the approval of the Job and Family Services Director. [Further, the Employer is without power to search employees without cause.]

Union Language: Current CBA.

Recommendation: Current CBA.

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118. 14.7 E Current Language:

E. The Employer will establish a drug Awareness Program to inform employees about:

- A. This policy.
- B. The dangers of drug abuse in the workplace, and
- C. Any available drug counseling or rehabilitation programs.

Employer Language: *Delete.*

Union Language: Current CBA.

Recommendation: Union Position

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Article 15, Holidays -- *TA'd (not a consecutively numbered item on the master sheet)*

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119. 16.1 A Current Language:

A. Such leave will be earned at the following rate:

<u>EMPLOYEE'S YEARS OF SERVICE</u>	<u>ANNUAL RATE OF ACCRUAL</u>	<u>MAXIMUM CREDIT PER PAY PERIOD</u>
1-6	80 hours	3.1 hours
7-13	120 hours	4.6 hours
14-23	160 hours	6.2 hours
24-more	200 hours	7.7 hours

Employer Language: Current CBA

Union Language:

1-5	80 hours	3.1 hours
6-10	120 hours	4.6 hours
11-20	160 hours	6.2 hours
21-more	200 hours	7.7 hours

Recommendation: Employer Position

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120. 16.1 B Current Language:

B. Annual vacation leave will be credited each pay period according to the following schedule:

<u>DAYS</u>	<u>COMPENSATED HOURS</u>	<u>AFTER 1 YR.</u>	<u>AFTER 7 YRS.</u>	<u>AFTER 14 YRS.</u>	<u>AFTER 24 YRS.</u>
10	80	3.1	4.6	6.2	7.7
9	72	2.8	4.1	5.6	6.9
8	64	2.5	3.7	5.0	6.2
7	56	2.2	3.2	4.3	5.4
6	48	1.9	2.8	3.7	4.6
5	40	1.6	2.3	3.1	3.9
4	32	1.2	1.8	2.5	3.1
3	24	0.9	1.4	1.9	2.3
2	16	0.6	0.9	1.2	1.5
1	8	0.3	0.5	0.6	0.8
0	0	0	0	0	0

Employer Language:

16.1 B Full time employees who are in active pay status for less than 80 hours shall earn vacation leave on a prorated basis.

Union Language:

*[Change according to above Union language in 16.1 A.]*

Recommendation: Employer Position.

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121. 16.1 F Current Language:

16.1 F Upon attainment of the next level of service accrual (seven [7], fourteen [14], or twenty-four [24] years), a full-time employee shall be credited with forty (40) hours of annual, vacation credit.

Employer Language: Current CBA

Union Language: *Change accordingly to above changes (6, 11, 16, 21 years).*

Recommendation: Employer Position.

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*[Current Language listing on summary for #122 varies from CBA]*

122 -123. 16.2A - Current Language from CBA

A. For annual leave of five (5) days or less, an employee shall be granted annual leave upon request when there is proper notice which is equivalent to the number of days requested; for request of less than one day, a minimum of one day's notice is required, except as provided for in Section 16.2 D. In the event of a personal emergency, such as unexpected transportation difficulties or a household emergency, an employee may request approval of use of increments of one-half (.5) hours or more, or may request approval of absence up

to forty (40) hours (See Article 18). Such emergency leave requests are approval at the Coordinator's discretion with the exception that the Coordinator may not approve leave of absence which would cause the employee to exceed the cumulative, allowable period of six months LOA, as defined in 18.1C.

Employer Language:

A. For annual leave of five (5) days or less, an employee shall be granted annual leave upon request when there is proper notice which is equivalent to the number of days requested; for request of less than one day, a minimum of one day's notice is required, except as provided for in Section 16.2 D. In the event of a personal emergency, such as unexpected transportation difficulties or a household emergency, an employee may use annual leave at no less than one hour and then may use one-half (.5) hour increments thereafter. One may request approval of use of increments of one-half (.5) hours of more, or may request approval of absence up to forty (40) hours (See Article 18). Such emergency leave requests are approval at the Coordinator's discretion. [with the exception that the Coordinator may not approve leave of absence which would cause the employee to exceed the cumulative, allowable period of six months LOA, as defined in 18.1C.]

Union Position:

A. For annual leave of five (5) days or less, an employee shall be granted annual leave upon request when there is proper notice which is equivalent to the number of days requested; for request of less than one day, proper notice will be the number of hours requested. [a minimum of one day's notice is required, except as provided for in Section 16.2 D. In the event of a personal emergency, such as unexpected transportation difficulties or a household emergency, an employee may request approval of use of increments of one-half (.5) hours of more, or may request approval of absence up to forty (40) hours (See Article 18). Such emergency leave requests are approval at the Coordinator's discretion with the

exception that the Coordinator may not approve leave of absence which would cause the employee to exceed the cumulative, allowable period of six months LOA, as defined in 18.1C.

Recommendation: Employer Language.

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124 - 133 *Agreed to by the parties before end of fact-finding sessions, as follows.*

124. 17.1 A (1) Full-time employees who are on active pay status for less than eighty (80) hours shall earn sick leave on a pro-rated basis.

125. 17.2 A - An employee wishing to use sick leave must report his/her absence to the employer in advance in the prescribed manner. For non-emergencies, such as routine medical appointments or future hospitalizations, the employee is expected to give as much advance notice as is possible to the [Team Leader] Coordinator so that work is scheduling/unit coverage might be maintained.

126. Recommended Language: (Employer Position, as noted below, and as discussed in fact-finding session)

17.2 A (1) - In the event of absence or anticipated tardiness, the employee is to personally call their coordinator within one-half (.5) hour of their scheduled time of arrival to leave a message, reporting his absence, the circumstances and expected duration, and where he can be reached. Contact must be made on each day of occurrence until medical documentation has been provided outlining the expected duration of absence. Employees who are responsible for opening agency facilities will need to report their absence prior to the beginning of their work schedules, as arranged with their coordinator. The employee must call the coordinator and leave a message.

127. 17.2 B - *Current Language; change Team Leader to Coordinator.*

128. 17.2 B Section B - of the form is to be completed by the [Supervisor] Coordinator, who is to indicate approval or disapproval of the leave request and any relevant comment. If, upon an employee's return to duty, said employee fails to submit the required report of absence form, the requested and/or required medical certifications, such leave may be considered an unauthorized leave and shall be without pay.

129. 17.2 C *Change Team Leader to Coordinator or other designated person.*

130. 17.3 (40) Current CBA.

131. 17.3 B *Add: Sick leave shall not be used in the same pay period in which it was accrued.*

132. Current CBA.

133. 17.4 Change [Team Leader] to Coordinator or other designated person.

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134. 17.7 Current Language:

17.7 - USES OF OTHER TYPES OF LEAVE TO COVER EMERGENCY SITUATIONS - In the event of a personal emergency, such as unexpected transportation difficulties or a household emergency, an employee may request approval of the use of emergency annual leave or compensatory time or bonus hours earned (See Article 16), in increments of on-half (.5) hours or more, or may request an approved leave of absence of up to forty (40) hours (see Article 18). Such emergency leave requests are approvable at the Coordinator's discretion.

Employer Position:

#### 17.7 CONVERTING SICK LEAVE TO PERSONAL LEAVE

Effective January 1, 2004 and each January thereafter, employees with more than 144 hours in accumulated sick leave may convert a maximum of sixteen (16) accrued sick hours per calendar year to personal leave. Personal leave may be used for any purpose, including but not limited to: household emergencies and religious observances. Personal leave does not accrue from year to year. Except in emergencies, personal leave must be requested and approved in the same manner as annual leave. Employees wishing to use personal leave in any emergency situation, under this provision, must notify as using and document the emergency. Coordinators may deny personal leave (except in emergency situations) to maintain unit coverage. Personal leave will be used at no less than one (1) hour and then may be used in one-half (.5) hour increments thereafter.

Union Language:

#### 17.7 - USES OF OTHER TYPES OF LEAVE TO COVER EMERGENCY SITUATIONS -

a - Personal Emergency. In the event of a personal emergency, such as unexpected transportation difficulties or a household emergency, an employee may request approval of the use of emergency annual leave or compensatory time or bonus hours earned (See Article 16), in increments of one-half (.5) hours or more, or may request an approved leave of absence of up to forty (40) hours (see Article 18). Such emergency leave requests are approvable at the Coordinator's discretion.

b - Personal Leave. Employees may convert a maximum of twenty-four (24) accrued sick leave hours per calendar year to personal leave. Personal leave may be used for any purpose including but not limited to: household emergencies and religious observances. Personal leave does not accrue from year to year. Personal leave may be

requested and used in increments of non less than five tenths (.5) of an hour. Except in emergencies, personal leave must be requested and approved in the same manner as annual leave for use on defined Holidays and the work day before and after. The Coordinator may deny personal leave (except in emergency situations) to maintain unit coverage. Employees wishing to use personal leave in any emergency situation, under this provision, must document the emergency.

Such emergency leave requests are approvable at the Coordinator's discretion.

Recommendation: Union Position.

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135. 17.8 A Current Language

A. Use of no more than forty (40) hours of combined undocumented sick leave and undocumented leave of absence (due to running out of sick leave) per year.

Employer Language

A. Use of no more than sixty (60) hours of combined sick leave and leave of absence.

Union Language: Current CBA.

Recommendation: Employer Position.

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136. 17.10 - Current Language

SECTION 17.10 - INCENTIVES TO CONSERVE SICK LEAVE AND REWARD SUPERIOR ATTENDANCE. - in an attempt to encourage, recognize and reward superior attendance, the agency offers its full-time employees the following incentive:

A. Employees who use sixteen (16) or fewer hours of sick leave and/or LOA, per quarter, are entitled to banking of time for any reason (as approved by their supervisor). See Article 8.1 C1 - medical or dental appointments, 8.1 C 2 - Legal Appointments, or 8.1 C 3 - Educational course work.

B. Employees who use twenty (20) or fewer hours of sick leave and/or LOA for thirteen (13) or more consecutive pay periods are entitled to receive and use bonus hours. See BONUS HOURS below.

C. Employees whose attendance during a year is deemed exceptional and/or superior by the Job and Family Services Director, shall, at his discretion, receive written commendations.

D. Normally, employees who are candidates for selection due to either a bid or having appeared on a certification list shall have their attendance, during the previous two years used as a factor in the selection process with the candidates being comparatively assessed.

Employer Language: *Delete.*

Union Language: Current CBA.

Recommendation: Employer Position

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137. 17.11 CURRENT LANGUAGE:

SECTION 17.11 - BONUS HOURS - Bonus hours or bonus cash will be awarded to eligible, full-time employees based on the attendance information in the agency's computer system for the eligible consecutive pay periods, according to the following:

<u>SICK/LOA HOURS USED BY EMPLOYEE</u>	<u>BONUS HOURS EARNED</u>	<u>BONUS CASH EARNED</u>
0 - 8	24	\$1,000
8.1 - 13	16	\$750
13.1 - 20	8	\$500

Employer Language: *Delete.*

Union Language: Current CBA

Recommendation: Employer Position

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138. 17.11 A Current Language:

A. Bonus hours will be credited on eligible employee's attendance record in January and July. The eligible pay periods, for such crediting, shall be the first thirteen (13) pay periods of each year.

Management Language: *Delete.*

Union Language: Current CBA

Recommendation: Employer Position.

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139. 17.11 B Current Language

B. An employee is not to take bonus hours until they have been credited to his attendance record by the computer unless such use is approved by the Personnel Office. In the event of computer error, bonus time incorrectly awarded, may be recouped by the Employer.

Employer Language: *Delete.*

Union Language: Current CBA.

Recommendation: Employer Position

140. 17.11 C Current Language

C. Persons who are absent without leave (AWOL) are not entitled to be credited with bonus hours except as defined by 8.5 A4.

Employer Language: *Delete.*

Recommendation: Employer Position

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141. 17.11 D Current Language

D. Forty (40) hours shall be the maximum accumulation of bonus hours at any one time, and no bonus hours will be credited beyond forty (40) hours.

Employer Language: *Delete.*

Union Language: Current CBA

Recommendation: Employer Position

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142. 17.11 E Current Language

E. Payment for up to a cap of forty (40) unused bonus hours will be made upon retirement from the Agency.

Employer Language: *Delete.*

Union Language: Current CBA.

Recommendation: Employer Position.

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143. 17.11 F Current Language

17. 11 F Bonus hours are to be considered as personal leave time, and may be used for any purpose. They must be requested and approved in the same manner as vacation leave.

Employer Language: *Delete*

Union Language: Current CBA

Recommendation: Employer Position

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144. *Does not exist in Current CBA*

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145. 19.9 Current Language

A 19.9 - SECURE PARKING FACILITIES - The employer agrees to maintain reasonably secure parking for all employees.

Employer Language: Current CBA.

Union Language: The Employer agrees to maintain a sufficient number of secured regular and handicapped parking spaces for the employees.

Recommendation: Union Position.

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146. 19.10 Current Language

19.10 Security will be provided for employees who work at night and on weekends.

Employer Language

Security will be provided for bargaining unit employees, except for custodial and maintenance workers.

Union Language: Current CBA

Recommendation: Employer Position.

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147. 19.13 Current Language

Interruption of the normal work day due to severe weather conditions shall be in accordance with the "Severe Weather Conditions Policy" as stated in the employee handbook.

Employer Language: Current CBA.

Union Language:

Interruption of the normal work day due to severe weather conditions shall be in accordance with the "Severe Weather Conditions Policy" as stated in the employee handbook. If level 2 snow emergency exists in the area where employees live or work, the employee will be allowed to stay at home without any loss of income.

Recommendation: Employer Position.

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148. A 20, COMPENSATION AND EMPLOYEE BENEFITS

Employer Request: Increase pay by 2, 2, 2 per cent each year.

Union Request: Increase pay by 7, 7, 7 per cent each year.

Recommendation: Increase pay by 3.5, 3.5, and 3.5 per cent each year.

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149, 150 and 151. *TA'D on June 9th, 2004.*

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152. 20.1 C (2) Current Language

20.1 C 2 - PROMOTIONAL INCREASES - Upon promotion an employee will be placed in a step in the pay range assigned to his new classification that would provide him with at least a four percent (4%) increase in step rate.

Employer Language: Current CBA

Union Language

20.1 C 2 - PROMOTIONAL INCREASES - Upon promotion an employee will be placed in a step in the pay range assigned to his new classification that would provide him with at least a five percent (5%) [four percent (4%) increase in step rate].

Recommendation: Employer Position.

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153, 154. 155, 156. 157. *TA'd, agreement to Current Language, Union Position.*

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158. 20.3 C Current Language

20.3 C The maximum payment under this section shall not exceed 320 hours and shall be based on the employee's rate of pay at the time of retirement.

Employer Language: Current CBA

Union Language:

20.3 C The maximum payment under this section shall not exceed 1000 [320]hours and shall be based on the employee's rate of pay at the time of retirement.

Recommendation: Employer Position.

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159. *TA'd, agreement on Employer Position, i.e., Current CBA.*

160. 20.7 Current Language

20.7 The union and the employer agree to create a Sick Leave Bank, and further agree to work out details of this in Labor-Management Meeting.

Employer Language: *Delete.*

Union Language.

The union and the employer shall use voluntary donations from retirement candidates. Distribution of hours shall be determined by mutual agreement within sixty (60) days, or before, the signing of this agreement.

Recommendation: Union Position.

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161. Current Language

21 A (1) -Activities sponsored by the Agency Staff Development Department, workshops, training programs, seminars and other in-house training programs;

Employer Language

21 A (1) -Activities sponsored by the Agency Program Support Division [Staff Development Department], workshops, training programs, seminars and other in-house training programs;

Recommendation: Employer Position

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162 21.1 A (5) Current Language

21.1 A (5) Job related course work having the potential to enable the employee to better perform his job.

Employer Language

21.1 A (5) Job related course work having the potential to enable the employee to better perform his job, contingent on available funding and manpower.

Union Language:

Course work having the potential to enable the employee to better perform his job, and/or enhance an employee's chances for advancement to another position within the agency.

Recommendation: Union Position.

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163. 21.1 A (6) Current Language

21.1 A (6) Training or education required to maintain professional, Agency-related licensure or certification. No more than fifteen (15) clock hours, three semester hours, or four quarter hours will be approved per year, if feasible, as determined by the Job and Family Services Director. The Employer will review special requirements.

Employer Language:

21.1 A (6) Training or education required to maintain professional [.Agency-related licensure or] certification. No more than fifteen (15) clock hours, three semester hours, or four quarter hours will be approved per year, if feasible, as determined by the Job and Family Services Director. [The Employer will review special requirements.]

Recommended Language: Union Position.

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164. 21.1 B Current Language

B. All training or educational opportunities must have the prior approval of the immediate supervisor, Divisional Director and the

Job and Family Services Director must conform with ODJFS regulations with respect to staff eligibility and administrative funding limitations.

Employer Language

21.1 B All training or educational opportunities must have prior approval of the coordinator, division director, director of program support and the director and/or designee.

Union Language: Current CBA

Recommendation: Employer Position

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165. 21.1 B (4) *[Does not exist in Current CBA. Union was agreeable to at least the first part of this].*

Employer Language

Should a training be offered by an outside source which has a criteria outlined, then the class will be offered only to those individuals who meet the outlined criteria. Management reserves the right to determine if an employee is selected to attend training.

Recommended Language: Employer Position

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166. 21.2 A (3) Current Language

3. take job-related courses which have the potential to enable him to perform better and must offer technical skill or growth;

Employer Language

*[Management proposed Current CBA, however, agreed to Union's proposal if we add "contingent on available funding and manpower."]*

Union Language

3. take job-related courses which have the potential to enable him to perform better and must offer technical skill or growth[;] and/or enhance an employees chances for advancement within the agency.

Recommendation: As follows. [Employer stated it would agree to Current CBA with the addition of "contingent on available funding and manpower." Therefore:

3. take job-related courses which have the potential to enable him to perform better and must offer technical skill or growth[;] and/or enhance an employees chances for advancement within the agency, contingent on available funding and manpower.

Recommendation: Union position with additional language, as noted immediately above.

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167.21.2 A (7) Current Language

[Does not exist in Current CBA, but was added by Employer, as noted in Employer Language. There was movement toward agreement.]

Employer Language

21.2 A (7) Must hold a permanent position.

Recommendation: Employer Language

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(No number)

ARTICLE 22, REINSTATEMENT TO EMPLOYMENT

TA'd

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ARTICLE 23, JOB SECURITY AND MAINTENANCE OF  
STANDARDS

*TA'd*

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168. Current Language

24.5 - TEAM LEADER'S RIGHT OF RECOMMENDATION

A Team Leader shall have the right to recommend candidates to fill approved vacancies in his unit. Such candidates must be from among employees on a proper bid list or certification list or from among employees or other candidates sent to them for interview by the Personnel Office. If the Coordinator overturns a Team Leader's recommendation, the Team Leader will be allowed to meet with the Director prior to final selection to discuss the matter.

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Employer Language: *Delete.*

Union Language: Current CBA

Recommendation: Employer Position.

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169. Current Language

24.6 - FILLING OF TEAM LEADER VACANCIES - If there is a complete bid list, vacancies for Team Leader positions shall be filled by any one of the five (5) most senior qualified bidders; however, no bid list shall be considered as complete unless there are at least five (5) qualified bidders. Management may add additional candidates as it sees fit to incomplete Team Leader bid list, including candidates from a civil service classification list.

Employer Language: *Delete, covered in other sections*

Union Position: Current CBA

Recommendation: Employer Position

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170. 24.8 Current Language

24.8 - TEAM LEADER TEMPORARY ASSIGNMENT - A Team Leader temporarily assigned to perform the duties of a position (bargaining or non-bargaining unit) with an assigned pay range higher than his current classification will be placed in a step in the pay range assigned to the higher classification that would provide him with at least five percent (5%) increase in step rate. He shall be paid at this higher rate of pay from the first day he performs such duties, provided such duties have been approved by the Director, in writing. All Temporary Working Levels must be pre-approved by the Director.

Employer Language: *Delete, covered in other sections.*

Union Position: Current CBA

Recommendation: Employer Position

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171. Current Language

24.9 - GRIEVANCES - Team Leaders are expected to make every effort to resolve problems with administrative superiors informally. In the event that a problem cannot be resolved by the Team Leader's administrative support (Coordinator), the resulting grievance is to be filed at step 2 of the grievance procedure.

Employer Language: *Delete, covered in other sections.*

Union Language: Current CBA.

Recommendation: Employer Position.

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A 25 - SCOPE OF AGREEMENT -- *TA'd.*

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[SECTION] ARTICLE 26 - TERMINATION OF AGREEMENT

SECTION 26.1 - EFFECTIVE DATE - The effective date of this Collective Bargaining Agreement shall be January 1, 2004 [2001.]

SECTION 26.2 - DURATION AND RENEWAL - This Agreement shall remain in effect until December 31, 2007 [2003], except as provided in (A) below, and shall be renewed for additional periods of one (1) year unless one party notifies the other party of its desire to amend or modify this Agreement. Such notice must be given no later than September 2nd of the year of expiration; negotiations shall begin no later than October 3rd.

SECTION 26.3 - TERMINATION OF AGREEMENT - This Agreement shall remain in full force and be effective during the period of negotiations, until notice of termination of this agreement is given in writing to the other party.

A. Such notice of termination must be given not later than ten (10) days prior to the desired termination date, which shall not be before the anniversary date set forth herein.

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Respectfully submitted,



Donald R. Burkholder, Ph.D.,  
Fact-Finder

Oct. 15, 2004

Date