

08-MEO-11-1317
0341-D1

ER 341
K 24986
STATE EMPLOYMENT
RELATIONS BOARD

2009 JUL 23 P 3:22

AGREEMENT

BY AND BETWEEN

**CLERMONT COUNTY COMMISSIONERS
(Department of Job and Family Services)**

AND

**OHIO COUNCIL 8, AFSCME
LOCAL 3536**

EXPIRATION DATE: DECEMBER 31, 2009

TABLE OF CONTENTS

<u>PREAMBLE</u>	1
<u>ARTICLE 1 - RECOGNITION</u>	2
<u>ARTICLE 2 - DUES DEDUCTION</u>	2
<u>ARTICLE 3 - CIVIL SERVICE REQUIREMENTS</u>	2
<u>ARTICLE 4 - NO DISCRIMINATION</u>	3
<u>ARTICLE 5 - UNION BUSINESS</u>	3
<u>ARTICLE 6 - CLERMONT COUNTY MANAGEMENT RIGHTS</u>	5
<u>ARTICLE 7 - GRIEVANCE PROCEDURE</u>	5
<u>ARTICLE 8 - DISCIPLINE</u>	9
<u>ARTICLE 9 - PERSONNEL FILES/EXPUNGEMENT</u>	10
<u>ARTICLE 10 - NO STRIKE/NO LOCKOUT</u>	11
<u>ARTICLE 11 - SENIORITY FOR EMPLOYEES</u>	12
<u>ARTICLE 12 - LAYOFF AND RECALL</u>	13
<u>ARTICLE 13 - HOURS OF WORK AND OVERTIME</u>	15
<u>ARTICLE 14 - FLEX TIME</u>	16
<u>ARTICLE 15 - VACATION AND HOLIDAYS</u>	16
<u>ARTICLE 16 - PERSONAL LEAVE</u>	19
<u>ARTICLE 17 - PAID FREE DAYS</u>	19
<u>ARTICLE 18 - SICK LEAVE AND OTHER LEAVES</u>	20
<u>ARTICLE 19- SICK LEAVE CONVERSION</u>	25
<u>ARTICLE 20 - ASSIGNMENT OF WORK, TEMPORARY TRANSFERS</u>	27
<u>ARTICLE 21 - JOB EVALUATION</u>	27
<u>ARTICLE 22 - LABOR MANAGEMENT/SAFETY MEETINGS</u>	28
<u>ARTICLE 23 - JOB POSTING AND PROMOTIONS</u>	29
<u>ARTICLE 24 - INTERDIVISIONAL TRANSFERS WITHIN SAME CLASSIFICATION</u>	30
<u>ARTICLE 25 - HEALTH INSURANCE</u>	30
<u>ARTICLE 26 - CLASSIFICATION</u>	31
<u>ARTICLE 27 - TRAINING</u>	31
<u>ARTICLE 28 - MISCELLANEOUS</u>	32
<u>ARTICLE 29 - WAGES</u>	32
<u>ARTICLE 30 - ON-CALL PAY</u>	33
<u>ARTICLE 31 - PAYDAYS/PAYCHECKS</u>	34
<u>ARTICLE 32 - COLLEGE TUITION REIMBURSEMENT</u>	34
<u>ARTICLE 33 - WAIVER IN CASE OF EMERGENCY</u>	34
<u>ARTICLE 34 - SEVERABILITY</u>	35
<u>ARTICLE 35 - PROBATIONARY PERIODS</u>	35
<u>ARTICLE 36 - TRAVEL REIMBURSEMENT</u>	36
<u>ARTICLE 37 - DRUG TESTING</u>	36
<u>ARTICLE 38 - JOB AUDITS</u>	42
<u>ARTICLE 39 - SUBCONTRACTING</u>	42
<u>ARTICLE 40 - TERMS OF AGREEMENT</u>	42

APPENDIX A44
APPENDIX B46
APPENDIX C47

PREAMBLE

This Agreement is made and entered into between the Clermont County Department of Job and Family Services hereinafter referred to as the "Employer", and the Clermont County Department of Job and Family Services Employees, Local 3536, and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

This Agreement is entered into in a spirit of cooperation, with the Employer and the Union each recognizing their responsibility to respect the provisions of this Agreement. The intent of this Agreement is to engender a spirit of cooperation so that both parties together may work to better service the citizens of Clermont County.

ARTICLE 1 - RECOGNITION

Section 1.1 The Union, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO and Local 3536, American Federation of State, County and Municipal Employees, AFL-CIO is hereby recognized as the sole and exclusive bargaining representative for certain Employees of the Clermont County Department of Job and Family Services in all matters of wages, hours of work, benefits and other conditions of employment.

Exclusions: All Employees whose classification is not listed in Appendix A shall be excluded. Notwithstanding the other provisions of this Article, new Employees during their probationary period, seasonal, confidential, management and supervisory Employees shall be excluded from the bargaining unit.

Should the Employer establish a new position or classification in which the Union has a community of interest, that new position shall be added to the bargaining unit.

ARTICLE 2 - DUES DEDUCTION

Section 2.1 The Employer shall make payroll deductions from pay or wages of Employees upon submission of a signed check-off card for the Employee. Amounts deducted shall be remitted to Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union shall advise the Employer, in writing, of the amounts to be deducted. The Union shall designate, in writing, the address where the checked-off monies shall be remitted.

The payroll deduction shall be made by the Employer bi-weekly. If an Employee has insufficient pay or wages to satisfy the amount to be deducted, the Employer will make successive deductions until the amount to be deducted has been satisfied. Money deducted pursuant to the provisions of this section shall be remitted to the Union within five (5) to fifteen (15) days of their deduction. Each remittance shall be accompanied by the following alphabetical lists: 1) For Employees for which deductions were made, the name, address and social security number of the Employee, and amount deducted; 2) The name of each Employee whose name has been dropped from the prior check-off list and the reasons for the omission.

Section 2.2 Check-Off/Hold Harmless

The Union will hold the Employer harmless for all money deducted and remitted to the Union pursuant to the provisions of this contract.

ARTICLE 3 - CIVIL SERVICE REQUIREMENTS

Section 3.1 The parties hereto agree that the provisions of the Ohio Revised Code and the Ohio Administrative Code relative to payroll reporting and other Civil Service requirements do not apply to Bargaining Unit Employees covered by this Agreement.

Further, it is expressly understood by the parties that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to the Employees and matters covered by this Agreement.

ARTICLE 4 - NO DISCRIMINATION

Section 4.1 The provisions of this contract shall be applied to all Employees without discrimination on account of sex, race, handicap, age, religion, national origin or union membership. The Union shall share equally with the Employer the responsibility for applying this provision.

Section 4.2 The Union agrees not to intimidate or coerce Employees of the Employer into joining the Union or continuing their membership therein. The Employer agrees not to coerce or intimidate Employees into resigning from the Union.

Section 4.3 All references to Employees in this Agreement designate both sexes, and whichever the male gender is used, it shall be construed to include male and female Employees.

ARTICLE 5 - UNION BUSINESS

Section 5.1 The union may select four Stewards. A Steward involved in representation of a member at a grievance presentation will be permitted to leave his/her work to represent that member or to be present at the grievance presentation, subject to the provisions of this Agreement. In such instances, a Steward will be permitted reasonable time to investigate and process grievances. The Union shall submit, in writing, the names of the Stewards within thirty (30) days of appointment. Changes in Stewards shall follow the aforementioned process. No Steward shall be permitted to function as such until the Employer has been presented the written certification of the Steward by the appropriate officer of the Union.

Section 5.2 The Staff Representative for the Union shall be permitted access to work areas at all reasonable times only for the purpose of adjusting grievances, assisting in the settlement of disputes, and for the purpose of carrying into effect the implementation of this contract. This access is subject to the understanding that work assignments are not interfered with. The Staff Representative shall be required to check with the Clermont County Department of Job and Family Services Director or his designee upon entering any work areas. The Director or his designee retains the right to revoke the privilege if at his/her discretion, the work assignment of the CCJFS is being impaired.

Section 5.3 It is understood by both parties that there will be no more than one representative in a work area for the reasons specified in Section 2. The President, or in his absence the Vice President, of the Local Union shall have the privileges accorded the Stewards when the Steward is absent or unavailable.

Section 5.4 It is understood that privileges listed above do not authorize Union

officials, including Stewards, to be absent from their jobs without authorization from their immediate supervisor granted pursuant to the terms of this Agreement.

Section 5.5 The parties to this Agreement agree that:

(A) If a Steward, Union President or Vice President is required to leave their assigned work for matters specified in this Agreement, he/she must obtain prior permission from their immediate supervisor.

(B) Such permission must be evidenced by signing the applicable sign-out sheet which will be provided by the Employer. This sheet shall include but is not limited to:

- (1) Time signed out
- (2) Time signed in
- (3) Name
- (4) Reason for signing out.

(C) The President, Vice President, or a Steward will be permitted reasonable time to process and investigate a grievance during working time. A reasonable time should not exceed thirty (30) minutes, except in unusual circumstances. It is understood that this does not authorize an Employee/representative to be absent from their job without notifying his/her immediate supervisor, and giving the supervisor an estimate of the time away, any unusual circumstances that may necessitate additional time, and a brief explanation of the nature of the potential grievance. Not more than one Employee/representative will be released to process a particular grievance.

Any alleged abuses will be included on the agenda for the next Labor/Management meeting.

(D) Attendance at Union related activity specified in the Agreement, shall not be considered an affirmative defense for anticipated disciplinary action.

Section 5.6 The Union shall provide to the Employer an official roster of all of its offices and representatives, which is to be kept current at all times and shall include the following:

- (1) Name
- (2) Work Location
- (3) Immediate Supervisor, and
- (4) Union Office Held

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

Section 5.7 The Local will be notified of new hires into bargaining unit positions at the time of commencement of employment.

ARTICLE 6 - CLERMONT COUNTY MANAGEMENT RIGHTS

Section 6.1 The Employer possesses the sole right to operate County Government and all management rights repose in it. The Employer's exclusive rights shall include, but not be limited to, the following, which are not modified by the express terms of this Agreement.

(A) Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as functions and programs of the Department, standards of service, standards of Employee conduct, its overall budget, utilization of technology and organizational structure.

(B) Direct, supervise, evaluate, or hire Employees.

(C) Maintain and improve the efficiency and effectiveness of operations and programs.

(D) Determine the overall methods, process, means or personnel by which operations are to be conducted.

(E) Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote or retain Employees.

(F) Determine the adequacy of the work force.

(G) Determine the mission of the Department as a unit of Government.

(H) Effectively manage the work force.

(I) Take actions to carry out the mission of the Department as a Government unit.

(J) To contract out for goods and services. (No permanent employee will be laid off as a result of contracting out for services unless reasonable cause can be shown, or federal or state regulations or emergency situations dictate.)

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 7.1 The following language on grievance and disciplinary procedures is the sole source of rights and obligations of the Employees covered by this contract in these matters. Furthermore, the following language is intended to supersede all provisions applicable to public Employees in the Ohio Revised Code and/or the rules of the Ohio Department of Administrative Services and the State Personnel Board of Review in relation to the grievance and disciplinary procedure.

Section 7.2 Grievance Guidelines

(A) Should any dispute or difference arise between the Employer and the Union or Employees concerning the interpretation and/or application of any provision of this written Agreement, including any disciplinary action, such grievance shall proceed as stipulated in the remainder of this Article.

(B) All bargaining unit members shall have the right to file grievances without prejudice.

(C) Group grievances - Where a group of Employees desire to file a grievance involving a situation affecting each Employee in the same manner, one Employee selected by such a group will process a grievance.

(D) Representation for Grievants

(1) A grievant will be permitted one (1) union representative at Steps 1 and 2; and two (2) union representatives, to include officers, stewards, and/or staff representatives, at Steps 3 and 4. Employees and Employee representatives shall not lose pay or benefits from the time spent in grievance hearings. The expense of a legal representative(s) shall be borne by the party calling them. Witnesses may be called by both parties. The Employer maintains the right to schedule witnesses for hearings.

(2) The Union may request the release of Employee witnesses deemed essential to a proper resolution of a grievance at Step 3. Necessary witnesses will be released without loss of pay to attend arbitration hearings. In the event that more than two Employee witnesses are necessary to the presentation of the Union case, the Director shall be notified in writing not less than three days before the hearing of the reason why additional witnesses are necessary.

(E) Forms - All written grievances filed under this procedure shall be on the union grievance form.

(F) Definition of Working Days - For the purpose of counting time under the procedure, "working days" as used in this procedure will not include Saturdays, Sundays, or holidays, or scheduled agency days off.

(G) Health and Safety Grievances - Grievances alleging violations of Article 22 - Health and Safety, shall be initiated at Step 3 of this procedure.

(H) A policy grievance which affects a number of Employees may initially be presented by the Union at Step 2 or Step 3 of the Grievance Procedure. A removal during, or at the conclusion of the probationary period, is not subject to the Grievance Procedure, or to any other form of appeal.

(I) Employee representatives shall advise their supervisors as soon as a

hearing is scheduled that they will be attending a grievance or arbitration hearing so that the supervisor will have adequate time to adjust schedules or work loads.

(J) Disciplinary actions which have been imposed after a pre-disciplinary hearing shall be deemed procedurally perfected for arbitration.

(K) The parties may by mutual agreement, waive any Steps or any time limits of this Article.

Section 7.3 The following are the implementation steps and procedures for handling member's grievances.

(A) Preliminary Step - A member having a grievance shall first attempt to resolve it informally with his or her immediate supervisor at the time the incident giving rise to the grievance occurs. If the member is not satisfied with the response from his immediate supervisor at this step, he may pursue the formal steps which follow:

Step 1 - Immediate Supervisor. An Employee having a grievance shall file a written grievance with his or her immediate supervisor. The grievance must be filed within ten (10) working days from the date of the incident giving rise to an alleged grievance. If the grievance is not presented to the peer review committee, as set forth in Section 7.4 it shall be heard by a supervisor. The supervisor shall schedule a meeting within two (2) working days of receipt of the grievance, and shall respond to the grievant on the grievance form within three (3) working days following the meeting.

Step 2 - Division/Chief. If the grievant is not satisfied with the response received in Step 1, the grievant may pursue the matter by presenting the grievance to the proper Division-Chief within five (5) working days of receipt of the Step 1 answer. The division/chief shall respond in writing within five (5) working days following receipt of the grievance.

Step 3 - Director/Designee. If the grievant is not satisfied with the response received from Step 2, he or she may pursue the matter by presenting the grievance to the Director/Designee within five (5) working days of the Step 2 response. The Employee may be accompanied by a union representative provided the department head has been notified if an Employee representative is to be utilized so that the representative may be relieved from duty to attend the hearing. The Director/Designee shall issue a decision on the grievance within five (5) working days of the hearing.

Step 4. 1) If the grievance is not satisfactorily settled at Step 3, the union may, within thirty (30) calendar days after receipt of the Step 3

answer, or if no answer, within seventy-five (75) calendar days of the incident, submit the matter to arbitration. The Federal Mediation and Conciliation Service (FMCS) shall be contacted for a list of five (5) arbitrators. The Union shall first strike a name. Thereafter, each side shall alternately strike a name from the list until one (1) remains. An arbitrator shall be appointed within one hundred five (105) calendar days of the incident, or the grievance shall be deemed settled on the basis of the Employer's last answer. In the event a grievance goes to arbitration, the arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application of the provisions of this Agreement (including disciplinary actions to the extent permitted herein), and/or compliance with the provisions of this Agreement. The arbitrator shall issue a decision within thirty (30) calendar days after submission of the case to him (unless otherwise agreed to by the parties).

2) The fee of the arbitrator and the rent for the hearing room as well as any other cost of arbitration, will be borne by the losing party. The expenses for any non-Employee witness shall be borne, if at all, by the party calling them. The fees for the court reporter shall be paid for by the party asking for one; such fees shall be split equally if both parties desire a reporter or request a copy of any transcript.

3) All decisions of arbitrators consistent with the preceding paragraph and all pre-arbitration grievance settlements reached by the Union and the Employer shall be final, conclusive and binding on the Employer and the Union and the Employees. A grievance may be withdrawn by the Union at any point by submitting a written statement to that effect, or by permitting the time requirement at any step to lapse without further appeal. Any grievance not answered by management within the stipulated time limits, or extension thereof, shall automatically move to the next step, or to the arbitration level if appropriate.

4) If a party chooses to withdraw a grievance from arbitration at any time, for any reason, the party electing to withdraw the grievance shall be responsible for payment of any and all fees incidental to the arbitration, arbitrator fees, or other costs. The other party shall not be responsible to pay any fees.

Section 7.4 Peer Review Option. A Peer Review Panel consisting of two bargaining unit members and one management representative shall be appointed. Upon mutual written agreement of both management and the union, a grievance, or a dispute which may become a grievance may be reviewed and decided by the Peer Review Panel, except that disciplinary matters involving a suspension or discharge or any grievance that seeks a monetary remedy in excess of \$500.00, shall not be subject to review by the Peer Review

Panel.

The decision of the peer review panel shall be made by a majority of the panel members and shall be binding on the parties without further review or appeal. The panel shall issue its decision without record of the vote of an individual member. If a dispute, or grievance is denied, the decision shall be reported as "denied." If a dispute or grievance is decided in favor of the employee or the union, the decision shall be reported as "granted" and the appropriate remedy shall be ordered, provided that the panel cannot order an award having a total cost to the county in excess of \$500.00.

ARTICLE 8 - DISCIPLINE

Section 8.1 Disciplinary Principles. The Employer believes that a clearly written discipline policy will serve to promote fairness and equality in the work place, and will minimize potential misunderstandings among Employees in disciplinary matters. Furthermore, the Employer believes that certain basic principles, set forth below, must consistently be applied in order to effectively and fairly correct unsatisfactory job behavior.

(A) Employees shall be advised of expected job behavior and the types of conduct that the department has determined to be unacceptable behavior.

(B) Immediate attention shall be given to policy infractions.

(C) Discipline shall be applied uniformly and consistently throughout the department and any deviations from standard procedure must be well documented.

(D) Each offense shall be dealt with as objectively as possible.

(E) Discipline shall be progressive, except when the infraction or misconduct is of such a dire nature that a greater penalty is appropriate.

(F) An Employee's immediate Supervisor, Administrator, Director and/or Board of Commissioners shall be responsible for recommending/administering discipline.

(G) A Union representative shall be permitted to represent a Bargaining Unit member at any meeting or hearing relative to discipline of that member at the discretion of the Bargaining Unit member. Upon request of a bargaining unit member, an employee union representative shall be permitted to be present as an observer during any meeting in which a bargaining unit member is required to respond to questioning in an investigative interview which could lead to disciplinary action against that bargaining unit member.

(H) A pre-disciplinary hearing on any charges other than a written or verbal reprimand shall be provided before formal charges are made. A notice of a pre-disciplinary hearing shall be provided to the Employee which shall state, in general terms, the reason for the pre-disciplinary hearing. The notice shall fix the time and date for the pre-

disciplinary hearing, which shall not be within twenty-four hours after delivery of the notice. A copy of a notice of a pre-disciplinary hearing shall be provided to the Union President, unless otherwise specified by the employee.

(I) A pre-disciplinary hearing shall not be necessary when the actions of the Employee require his/her immediate physical removal from the premises. A pre-disciplinary hearing shall be held within three (3) working days of the suspension.

Section 8.2 Disciplinary Action.

(A) An Employee may be disciplined for just cause.

(B) Possible disciplinary actions may include verbal warning, written reprimand, suspension up to thirty (30) working days, demotion or dismissal.

(C) An Employee may appeal any disciplinary action or reduction in pay or classification in accordance with the grievance procedures outlined herein.

(D) In case of dismissal, the Employee is entitled to payment of all earned wages due him as of the date of his removal.

(E) There shall be no regulation of an Employee's off duty personal conduct, except where such conduct adversely affects the ability of the Employee to properly carry out his/her employment duties.

Section 8.3 Any disciplinary notice shall be sent to an Employee's home address by certified mail or hand delivered to the Employee personally, and to the Union President, unless otherwise specified by the employee, within five (5) working days after the decision has been rendered.

In any event an Employee is suspended, the Employer will notify the Union President of such suspension at the earliest possible time, unless otherwise specified by the Employee.

Section 8.4 All disciplinary actions shall be appealable through the arbitration provisions of the grievance procedure.

ARTICLE 9 - PERSONNEL FILES/EXPUNGEMENT

Section 9.1 Any Employee may inspect his or her personnel file upon request to the Director of his designee. The Employer requires written authorization from the Employee prior to releasing any information relative to that Employee. Access to Employee personnel files will be granted on a need-to-know basis and will require prior written approval by the Director or his designee.

Section 9.2 An Employee shall be allowed reasonable time to inspect his

personnel file upon timely written notice to the Director/designee. A representative may accompany the Employee at the Employee's discretion.

Section 9.3 If an unfavorable statement or notification is in the file, the Employee shall be given the right to place a statement of rebuttal or explanation in his file. No anonymous material of any type shall be included in the Employee's personnel file. In the event the Director and the Employee agree that any documents are inaccurate, the Director shall correct or remove such documents or the inaccurate portions thereof from the file.

Section 9.4

(A) Upon written request of the Employee, written reprimands shall be inactive after two (2) years, provided there is no intervening disciplinary action. Disciplinary actions involving suspensions of fifteen (15) days or less shall be inactive after three (3) years, provided there is no intervening disciplinary action.

(B) It is the intention of the parties that records of disciplinary action shall remain active if any subsequent disciplinary action is sustained during the two (2) or three (3) year period following the initial incident. Suspensions in excess of fifteen (15) days shall be inactive after five (5) years, provided there is no intervening disciplinary action.

(C) For purposes of this article "inactive" means that the Employer will not introduce an inactive record into a subsequent proceeding, except that the Employer may introduce an inactive record if the Employee introduces evidence or testimony to establish that the Employee has no prior disciplinary record.

Section 9.5 Performance evaluations shall be completed in a timely manner by all supervisory staff before the evaluation is submitted to the Employee for review and signature. The Employee may attach any comments that they deem relevant to the evaluation.

ARTICLE 10 - NO STRIKE/NO LOCKOUT

Section 10.1 It is understood and agreed that the services performed by Employees covered by this Agreement are essential to the public health, safety and welfare. The Union, its members and its officers therefore agree that during the term of this Agreement, there shall be no interruption of work for any cause whatsoever, nor shall there be any work slowdown or other interference with the services.

Section 10.2 The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of Employees of the bargaining unit, unless those members shall have violated the above Section of this Article.

Section 10.3 Should either party to this Agreement violate the provisions of this

Article, the other party shall have the option of canceling any or all Article(s), Section(s), or Subsection(s) of this Agreement.

ARTICLE 11 - SENIORITY FOR EMPLOYEES

Section 11.1 "Total seniority" shall be defined as the uninterrupted length of continuous service with the Clermont County Department of Job and Family Services or with a Job and Family Services Agency or Children's Services Board in the State of Ohio or any political subdivision thereof. A termination of employment lasting less than thirty-one (31) days does not constitute a break in continuous service. An authorized leave of absence does not constitute a break in continuous service, provided the Employee returns to active service immediately following the expiration of the leave.

Section 11.2 No Employee shall acquire seniority rights under this contract until he has completed his probationary period. Upon satisfactory completion of the probationary period, the Employee shall receive seniority from date of hire or in accord with his previously acquired seniority.

Section 11.3 If an Employee is laid off, he shall retain his seniority for twenty-four (24) months from the time of his actual layoff.

Section 11.4 Seniority shall be broken when an Employee:

- (A) Resigns, unless reinstated within one (1) year.
- (B) Is discharged for just cause.
- (C) Is laid off and not recalled within the time limits.
- (D) Fails to return from a leave of absence.

Section 11.5 Classification seniority shall be defined as the uninterrupted length of continuous service in any one (1) classification within the department or as previously acquired in the same classification outside Clermont County.

Section 11.6 The Employer shall provide the Union President with one (1) copy of a seniority list which shall contain the following information:

- (A) Name of the bargaining unit members.
- (B) Department.
- (C) Classification.
- (D) Date of hire.

(E) Date of classification entry.

(F) Total seniority.

The Employer shall provide the list to the President no later than February 15 of each year.

ARTICLE 12 - LAYOFF AND RECALL

Section 12.1 When it becomes necessary, due to a lack of work or funds or the abolishment of position as a result of a reorganization of the department, to reduce the number of Employees in the bargaining unit, the following layoff procedure shall be followed.

Section 12.2 The Employer shall determine in which classifications the layoffs are to occur.

Section 12.3 Employees in each affected classification with the least total continuous seniority shall be laid off first.

Section 12.4 The Employer shall lay off in the following order: First, employees holding appointment in the categories of temporary, intermittent, temporary part-time, seasonal, casual, probationary and permanent part-time, before full-time employees are laid off.

Section 12.5 The Employer shall give the affected Employees fourteen (14) calendar days written notice of their layoff, indicating their right to bump Employees within the same classification or lower classification as determined by the pay ranges within the same classification series. Employees shall also have the right to bump into any classifications in which they have previously served in the five (5) year period preceding the layoff, for a period of more than one (1) year, and provided the Employee meets the statutory licensing requirements established by the State of Ohio.

Section 12.6 The affected Employees shall have five (5) calendar days in which to submit their written requests to exercise their right to bump into any other position previously held or within the same classification series for which they are eligible and qualified. Any Employee not submitting such request within five (5) calendar days shall be considered to have accepted the layoff. Any Employee who is bumped out of his position may exercise the same layoff rights as outlined above.

Section 12.7 The classifications series for the purpose of this Article shall be as follows:

Income Maintenance Series

Income Maintenance Worker 3
Income Maintenance Worker 2

Employment Services Series

Employment Services Interviewer
Employment Services Counselor

Income Maintenance Aide 2
Income Maintenance Aide 1
Mail Clerk/Messenger

Social Services Series

Social Services Worker 4
Social Services Worker 3
Social Services Worker 2
Social Services Worker 1
Social Services Aide 2
Social Services Aide 1
Family Services Aide 2

Clerical Series

Account Clerk 3
Account Clerk 2
Clerical Specialist
Cashier 2
Cashier 1
Clerk 2
Telephone Operator 1
Clerk 1
Account Clerk 1

Typing/Data Processing Series

Program Analyst 3
Data Systems Coordinator 1
Computer Operator 2
Data Entry Operator 3
Technical Typist
Data Entry Operator 2
Typist 2
Data Entry Operator 1
Typist 1

Investigation Series

Investigator 3
Investigator 2
Investigator 1

Section 12.8 For the purpose of bumping rights, bumping shall take place in descending order within a classification series as determined by pay range. In the event two (2) classifications within a classification series are in the same pay range with different classification titles, the least senior Employee of both classifications combined shall be laid off.

Section 12.9 Laid off Employees shall have recall rights to the position from which they were laid off for a period of time equal to eighteen (18) consecutive months upon the effective date of the layoff. Employees shall be recalled in the inverse order of the layoff. An Employee to be recalled shall be notified by certified letter of the offer to recall. The letter shall be mailed to the Employee's last known address. A recalled Employee shall be allowed fifteen (15) calendar days from receipt of the notice to return to work. An Employee failing to return to work within fifteen (15) calendar days shall be deemed to have declined recall and shall have no recall rights thereafter.

Section 12.10 When Management decides to fill a position vacated by layoff, eligible Employees shall be recalled in the inverse order in which they were laid off.

Section 12.11 A laid off Employee shall be responsible for maintaining a current address with the CCJFS in order to remain eligible for recall under these provisions. Notice of an address change must be made by certified letter to CCJFS.

ARTICLE 13 - HOURS OF WORK AND OVERTIME

Section 13.1 The normal work week for Bargaining Unit Employees shall be forty (40) hours. Work performed in excess of forty (40) hours per week shall be compensated at the rate of one and one-half times (1-1/2) the regular rate of pay.

Section 13.2 Non-worked hours shall not be considered as time worked for the purpose of determining overtime compensation entitlement. Time spent on approved vacation, approved personal day and paid holidays and a day lost as a result of a layoff imposed by the Employer shall be considered as time worked for the purpose of determining overtime compensation.

Section 13.3 If overtime is offered, an Employee may elect to accept compensatory time in lieu of overtime pay in accordance with Section 1 of the Article. Compensatory time earned under this Section shall not accrue in excess of sixty (60) hours.

Section 13.4 The Employer reserves the right to require any and/or all Employees to work overtime when the operational needs of the Department require it.

Section 13.5 Employees may take two (2) fifteen minute break periods each full working day. An Employee assigned to an eight (8) hour work day schedule who works two (2) hours or more in excess of eight (8) hours shall be entitled to an additional ten (10) minute break, and another each two (2) hours thereafter. There shall be a one-half (1/2) hour unpaid lunch period. Such breaks shall be subject to scheduling approval by the Director or designee and shall never interfere with the proper performance of the work responsibilities of the Department. Such breaks shall be considered as part of the Employee's work time. Employees may add break time to their one-half (1/2) hour unpaid lunch period and take one (1) hour for lunch. Midmorning and midafternoon breaks will not be available to Employees electing a one (1) hour lunch period. Employees may also elect a forty-five (45) minute lunch period by giving up one (1) break, provided the supervisor is notified which break is relinquished, which must be the same break each day.

Section 13.6 Should the Employer determine that a change in the existing work week is necessary, it shall, prior to implementing a change, notify the Union, and upon request of the Union, bargain concerning the proposed change.

Section 13.7 Tardiness.

(A) Persons who are tardy six (6) minutes or less may make up the late minutes at the end of the work day and will then not be docked for that tardiness. Persons who do not make up the tardy minutes, will be docked for tardiness in increments of six (6) minutes. Compensatory time, or any other leave time may not be used to offset or make up tardy minutes.

(B) Persons who are tardy more than four (4) times in a consecutive

twelve month period from the date of their first tardiness, may be subject to progressive corrective action, up to and including termination.

- (1) 1-4 times tardy, docked if not made up
- (2) 5 times tardy, verbal warning
- (3) 6 times tardy, written warning
- (4) 7 times tardy, 3 day suspension
- (5) 8 times tardy, 5 day suspension
- (6) 9 times tardy, 10 day suspension
- (7) 10 times tardy, termination of employment

(C) A tardy event that is excused by the Department Head, or a Division Chief, shall not count toward any corrective action. These decisions are discretionary and are not grievable.

ARTICLE 14 - FLEX TIME

Section 14.1 The department shall continue to maintain a flexible scheduling policy. Employees may select a flexible schedule option with the approval of his/her supervisor. Approval of a flexible schedule shall not be unreasonably withheld. A flexible schedule shall not burden the department or reduce service to the public.

Section 14.2 Current options include:

- (A) Four days of ten hours.
- (B) Five days of eight hours and four days of ten hours.
- (C) Five days of eight hours.

ARTICLE 15 - VACATION AND HOLIDAYS

Section 15.1 Full-time Employees of the County, after completion of one (1) full year of service, earn vacation leave hours according to their number of years of public service in the State of Ohio as follows:

- (A) Less than one (1) year of service completed: no vacation.
- (B) One (1) year of service but less than eight (8) years of service completed: 80 hours.
- (C) Eight (8) years of service but less than fifteen (15) years of service completed: 120 hours.
- (D) Fifteen (15) years of service but less than twenty-five (25) years of service completed: 160 hours.

- (E) twenty-five (25) years or more of service completed: 200 hours.

Section 15.2 New Employees of the County may be entitled to vacation service credit earned in other state or local government agencies in Ohio during a previous period of employment.

Each Employee of the County who had been previously employed by the County with an interruption in his term of service not exceeding ten (10) years, for whatever reason, shall be entitled to a credit for such prior service for purposes of computing vacation time and accumulated sick leave only.

Section 15.3 Vacation is credited each bi-weekly pay period at the following rates:

- (A) For those entitled to 80 hours annual vacation; 3.1 hours per pay period.
- (B) For those entitled to 120 hours annual vacation; 4.6 hours per pay period.
- (C) For those entitled to 160 hours annual vacation; 6.2 hours per pay period.
- (D) For those entitled to 200 hours annual vacation; 7.7 hours per pay period.

Section 15.4

(A) No Employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he or she has completed one (1) year of employment with the Employer, except that Employees who transfer from another County agency or department may, with the approval of the Employer, take vacation during the first year.

(B) Vacation time off shall be granted at such time as the Employee and the department head mutually agree upon, considering both the wishes of the Employee and the operational needs of the department. The parties agree to make a concerted effort to avoid scheduling vacations at a time which would create a need for overtime.

(C) Vacation scheduling is subject to the approval of the department head and the appointing authority. Vacation approvals are on a first come basis. If two or more Employees apply at the same time for the same vacation period and both cannot be accommodated, then seniority within the department shall prevail. Employees are encouraged to apply for vacation of one week or more as early in the calendar year as possible.

(D) Generally, vacation leave shall be taken by an Employee between the year in which it was accrued and the next anniversary date of employment. The Employer may permit an Employee to accumulate vacation from year to year, not to exceed three (3) years accumulation. This accumulation of vacation time must be approved in advance in writing and must be in response to special circumstances. If a request to carry over vacation is denied, the Employer shall arrange with the Employee to take the unused vacation within six (6) months. Vacation requests denied or canceled by the Employer will be carried over on the Employee's anniversary date. Upon ratification of this Agreement, Employees with an accumulation in excess of the maximum will not lose the excess accumulation, but must make a good faith effort to reduce vacation hours to a one year maximum.

(E) Upon separation from the Employer's payroll, an Employee shall be entitled to compensation at his current rate of pay for all lawfully accrued and unused vacation leave to his or her credit at the time of separation up to three (3) years. In case of death of an Employee, such unused vacation leave shall be paid in accordance with Section 2113.04 of the Ohio Revised Code or to his estate.

(F) Vacation leave is earned while on vacation, sick leave, or other time compensated by the County but not earned while performing overtime.

Section 15.5 Holidays.

(A) All full-time Employees are entitled to the following ten (10) legal holidays, provided that Employees working a ten (10) hour day flex schedule shall receive only eight (8) hours of holiday pay, and shall arrange to use personal leave, vacation, or other flex or compensatory time to make up the additional hours.

- (1) New Year's Day
- (2) Martin Luther King Day
- (3) President's Day
- (4) Memorial Day
- (5) Independence Day
- (6) Labor Day
- (7) Veterans Day
- (8) Thanksgiving Day
- (9) Day after Thanksgiving
- (10) Christmas Day

(B) If a holiday falls on a Saturday, it will be observed on the preceding Friday; if it falls on a Sunday, it will be observed on the following Monday. If a holiday falls on an Employee's elected flex day, the Employee shall elect another flex day during that work week. The day selected must be approved by the supervisor.

(C) If a holiday occurs while an Employee is on vacation or sick leave, vacation or sick leave will not be deducted from the Employee's accrued balance.

ARTICLE 16 - PERSONAL LEAVE

Section 16.1 All Bargaining Unit Employees are entitled to eight (8) hours of personal leave with pay during each year of their employment, for whatever reason deemed necessary by the Employee.

Section 16.2 Employees shall request such personal leave in writing to their department head/or his designee at least twenty-four (24) hours in advance. Such requests shall be subject to the approval of the department head/or his designee.

Section 16.3 Employee shall be credited with eight (8) hours of personal leave on January 1 of each calendar year. This personal leave must be used on or before December 31 of the same calendar year. Under no circumstances shall personal leave accrue from year to year.

Section 16.4 Employees on personal leave shall be compensated at their current rate of pay for only those hours regularly scheduled during that leave.

Section 16.5 Personal leave may be taken, at the request of the Employee and the approval of the department head/or his designee, in segmented hours over three calendar days provided the total time off does not exceed 8 hours of work time.

Section 16.6 New Employees shall receive eight (8) hours of personal leave credit upon successful completion of his/her probationary period. This personal day must be used on or before December 31 of the year in which it is received.

ARTICLE 17 - PAID FREE DAYS

Section 17.1 An Employee in an active work status and who does not utilize any of his sick leave for any one hundred eighty-two (182) consecutive calendar day period, shall be entitled to one (1) paid free day. Paid free days off must be requested seven (7) calendar days in advance, and are subject to approval based upon the work load requirements of the Employer. The Employer may, in special circumstances, waive the seven (7) day advance notice requirement. The one hundred eighty-two (182) consecutive calendar day period begins the first day following the last incident of sick leave usage and ends one hundred eighty-two (182) calendar days later. Paid free days must be taken within one (1) year of the date of earning; if not taken within one (1) year, the Division Chief shall schedule the day off within thirty (30) days.

ARTICLE 18 - SICK LEAVE AND OTHER LEAVES

Section 18.1 Sick Leave.

(A) Crediting of Sick Leave

Sick leave credit shall be earned at the rate of 0.0575 hours of each hour of service in active pay status, which is equal to 4.6 hours bi-weekly for 80 hours, which shall include paid vacation and paid sick leave, but shall not include unpaid leaves of absence or layoff. The maximum accumulation of sick leave per year is one hundred twenty (120) hours, however, an Employee may accumulate his unused sick leave without limit.

(B) Expiration of Sick Leave

If illness or disability continues beyond the time covered by earned sick leave, the Employee may be granted a disability leave.

(C) Charging of Sick Leave

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

(2) An Employee will be granted sick leave in 1/4 hour increments if sick leave is required for a physician's appointment which cannot be made during non-working time, and a physician's statement documenting the visit is submitted following the appointment.

(D) Evidence Required for Sick Leave Usage

The Employer may require an Employee to furnish a written statement to justify the use of sick leave, or a certificate stating the nature of the illness from a licensed physician, dentist, or chiropractor. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

(E) Notification by Employee

When an Employee is unable to report to work, he shall notify his immediate supervisor or other designated person, within thirty (30) minutes after the time he is scheduled to report to work on each day of absence, unless other arrangements are made with the Employee's supervisor.

(F) Abuse of Sick Leave

Employees failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid. The Employer may initiate investigations when an Employee is suspected of abusing sick leave privileges.

(G) Physician Examination

The Employer may require an Employee to take an examination, conducted by a licensed physician, to determine the Employee's physical or mental capability to perform the duties of his position. If found not qualified, the Employee may be placed on sick leave or on a disability leave. The cost of such examination shall be paid by Management. In the event that the personal physician of the Employee and the Employer appointed physician's determinations are in conflict, a third physician shall be selected by the two aforementioned physicians and the cost thereof shall be shared equally by the Employee and the County.

(H) Uses of Sick Leave

Sick leave may be granted to an Employee or a member of his immediate family, wherein the Employee's presence is required.

(1) Illness or injury of the Employee or a member of his immediate family, wherein the Employee's presence is required.

(2) Death of a member of his immediate family. Maximum usage is limited to five (5) working days.

(3) Medical, dental, or optical examination or treatment of Employee or a member of his immediate family.

(4) If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the Employee, who through exposure to a contagious disease, the presence of the Employee at his job would jeopardize the health of others.

(5) Pregnancy and/or childbirth and other conditions related thereto.

(I) For the purpose of Sections H(1) and H(4) of this Article, the definition of immediate family shall be mother, father, brother, sister, child, step-child, and spouse. For the purpose of Section H(2) of this Article, the definition of immediate family shall be mother, father, sister, brother, child, step-child, spouse, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece, nephew, legal guardian, or other person who stands in the place of a parent (loco

parentis).

Section 18.2 Family Medical Leave

18.2.1 Leave available under the Family Medical Leave Act (29 U.S.C. 2601 et seq.) shall not, except as provided in 18.2.2 in regard to maternity leave, run concurrently with any other leave. However, any employee who wishes to use FMLA leave shall only be permitted to do so under the following constraints:

- a. All contractual leave benefits must first be exhausted;
- b. If the period of absence extends to twelve (12) weeks, then leave under the FMLA shall be available for only an additional thirty (30) calendar day period, following the exhaustion of contractual leave benefits.
- c. If the period of absence has been less than twelve (12) weeks, and contractual leave benefits have been exhausted, then leave under the FMLA shall be available for the remainder of the twelve (12) week period plus an additional thirty (30) calendar day period if there is enough FMLA leave remaining.

18.2.2 An employee who has been off work for a six (6) month maternity leave, as provided for in Section 18.3(G) of this Article, shall be entitled to Family Medical Leave for only an additional thirty (30) calendar days; the balance of Family Medical Leave shall be deemed to have run concurrently with the maternity leave.

Section 18.3 Leave Without Pay

(A) Type of Leave

Employees shall be granted the following types of leaves:

Personal Leave of Absence
Disability leave
Educational Leave
Military Leave
Long-Term Military Leave

(B) Authorization for Leave

The authorization for a leave of absence without pay is a matter of administrative discretion. The Board of County Commissioners or other designated representative, shall decide in each individual case if a leave of absence is to be granted.

A leave absence shall be requested and authorized on a form designated by the Employer.

(C) Reinstatement from Leave

Upon completion of a leave of absence, the Employee is to be returned to the position formerly occupied, or to a similar position if the Employee's former position no longer exists. Any replacement in the position while an Employee is on leave is to be on an interim basis.

(D) Sick Leave Credit and Vacation Credit

An Employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted in determining length of service for purposes of extended vacation eligibility or other purposes where tenure is a factor.

(E) Abuse of Leave

If a leave of absence is granted for a specific purpose, and it is found that the leave is not actually being used for such purpose, the appointing authority may cancel the leave and direct the Employee to report to work by giving written notice to the Employee.

(F) Disability Leave

When an Employee becomes physically incapacitated for the performance of the duties of his position, or is physically incapacitated for the performance of the duties of any position, he may request a "Disability Leave" provided his disability continues beyond his accumulated sick leave rights and provided the procedure established in this rule is followed. When Management desires to grant a disability leave, they may require an examination conducted by a licensed physician. If the Employee is hospitalized or institutionalized upon expiration of accumulated sick leave and vacation, the disability leave may be granted without examination. An Employee who has been given a disability leave shall have the right to be reinstated to the same or similar position as he held at the time of his leave within thirty (30) days after written application for reinstatement and after passing an examination made by a licensed physician showing that he has recovered from such disability. Such application for reinstatement shall be filed within three (3) years from the date of leave. The cost of such examination shall be paid by the Employee.

The Director may, at his discretion, approve an Employee's request for a disability leave without requiring accumulated vacation time to be exhausted if he determines that the effect on operations is minimal.

(G) Maternity Leave

A full-time Employee may request a maternity leave of absence, without pay, by submitting such request in writing to the Director. Each Employee who requests such leave must submit a physician's statement regarding the anticipated delivery date. The

judgment of the Employee's physician will determine the length of time before delivery that an Employee can work and the length of the Leave.

The leave of absence will end within a period not to exceed six months after the date of childbirth. Additional leave may be allowed if necessitated by medical reasons. A medical statement from the Employee's physician supporting such necessity may be required by the Director. In addition, a physical exam by a qualified physician may be required at the request of the Director. Expenses incurred from such request shall be paid in full by management.

At least fourteen (14) days prior to the effective date, the Employee will notify the Employer, in writing, of her desire to return to work and her anticipated return date.

Employees who desire to return from a maternity leave of absence will be placed in their original position, or another position at a similar level of responsibility and the same pay, should their original position be abolished.

Paternity leave for male Employees may be deducted from sick leave. A limit of five (5) consecutive days will be allowed for the care of the Employee's wife and family during the post-natal period. Written requests for paternity leave shall be directed toward the Employee's supervisor.

Section 18.4 Paid Leave.

(A) Military Leave

All Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of thirty-one (31) calendar days in any one (1) calendar year. Employees shall be entitled to receive their regular rate of pay and their base rate of military pay for the purpose of complying with this Section.

The Employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time. The maximum number of hours for which payment may be made in any one calendar year under this provision is one hundred seventy-six (176) hours.

Employees who are members of those components listed in Section 3(A) above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties who are so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

(B) Court Leave

The Employer shall grant full pay when an Employee is subpoenaed for any court or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received for court or jury duty is to be remitted by the Employee to the Employer, unless such duty is performed totally outside of normal working hours. An Employee released from court or jury duty prior to the end of his scheduled work day, shall report to work for the remaining hours.

It is not considered proper to pay Employees when appearing in court for criminal or civil cases, when the case is being heard in connection with an Employee's personal matter, such as traffic court, divorce proceedings, custody appearances as directed with juvenile, etc. The absences would be leave without pay, vacation, compensatory time, or personal leave.

Section 18.5 Failure to Return from Leave of Absence.

An Employee who fails to return to duty after a leave of absence shall be subject to disciplinary action. However, an Employee who fails to return to duty within three (3) days of the completion of a leave of absence without an explanation to the Employer, will be considered absent without leave and dismissed for neglect of duty, except for extenuating circumstances beyond the control of the Employee.

Section 18.6 Failure to Report-Voluntary Resignation.

Any Employee who fails to report to work for three (3) consecutive days and does not properly notify the Employer at the beginning of his/her starting time on the third day will be considered as having voluntarily resigned his or her position, unless it is proven by the Employee that notification was beyond his/her control.

ARTICLE 19 - SICK LEAVE CONVERSION

Section 19.1 Retirement.

(A) A County Employee who at the time of retirement from active service with the County, has ten (10) years of service with the County, the State, any political subdivision or combination thereof, is entitled to convert all accrued but unused sick leave credits to cash at the following rates:

(1) All unused sick leave credits earned and credited prior to January 1, 1984, by an Employee employed with Clermont County as of January 1, 1983, shall be converted at one hundred percent (100%) of the value of the accrued but unused credits.

(2) All unused sick leave credits earned and credited between January 1, 1983 and January 1, 1984 by an Employee employed with Clermont County

between January 1, 1983 and December 31, 1983 shall be converted at one hundred percent (100%) of the value of the accrued but unused credits.

(3) All unused sick leave credits earned on and after January 1, 1984 shall be converted at one-fourth (1/4) of the value of the accrued credits. The aggregate value of accrued but unused credits shall not exceed the value of thirty (30) days accrued but unused sick leave.

(B) Payment under A(1), A(2), and A(3), shall be based upon the Employee's hourly rate of pay at the time of retirement.

(C) Payment under this policy shall be made only once and shall eliminate all sick leave credit accrued by an Employee.

(D) Eligible County Employees, retiring from active service, shall complete a Sick Leave Conversion Form to initiate the payment process.

(E) Employees who die while employed by the County shall be considered to have retired from their employment as of the date of their death and be eligible for such sick leave payment for which they would otherwise have qualified. Such payment shall be made in accordance with Section 2113.04 of the Ohio Revised Code, or paid to the Employee's estate. The ten (10) years of service as required in Paragraph A above shall not be required in the event of the Employee's death.

(F) The individual Department Head or elected official shall be responsible for maintaining accurate records of sick leave accrual and for submitting a breakdown of the appropriate types and amounts of sick leave pursuant to Section A of this Policy to the County Auditor at the time of retirement of an Employee.

(G) For the purposes of this Article, "Retirement" shall mean regular or disability retirement under the terms of the Public Employees Retirement System of Ohio. The ten (10) years of service as required in Paragraph A above shall not be required in the event the Employee qualifies for a disability retirement.

Section 19.2 Annually.

Upon signing of the Agreement, the Union shall be provided with a copy of each Employee's sick leave balances for all sick leave accumulated prior to January 1, 1984. In January of each year thereafter, the Union shall be provided with a copy of the payroll record indicating each bargaining unit Employee's sick leave balance as of December 31 of the preceding year.

Effective January 1, 1984, sick leave absences shall be deducted from the Employee's sick leave balance accumulated after January 1, 1984 before any deductions are made from the Employee's sick leave balance prior to January 1, 1984.

Effective January 1, 1984 and each calendar year thereafter, an Employee shall have the option of converting up to six (6) unused sick leave days to personal leave days with pay on the basis of two for one (2 for 1) provided the Employee maintains a balance of at least two hundred eighty (280) hours of total accumulated sick leave. A maximum number of three (3) personal leave days may be obtained under this procedure each calendar year.

Personal leave days shall be used within the year in which the Employee requests the conversion and shall not be accumulative. Employees shall submit their request for personal leave days at least forty-eight (48) hours in advance of the date requested. Exceptions to the above requirements for scheduling personal leave days may be made for emergency situations.

Personal leave days will be granted at such time as the Employee and the Department Head/or his designee mutually agree upon, considering both the wishes of the Employee and the operational needs of the department.

Provided the Employee maintains at least two hundred forty (240) hours of total sick leave accumulation, he/she shall be permitted, each calendar year, to convert up to forty (40) hours of any sick leave accumulated prior to January 1, 1984, to a cash payment on the basis of one (1) hour's pay for each hour of converted sick leave.

ARTICLE 20 - ASSIGNMENT OF WORK, TEMPORARY TRANSFERS

Section 20.1 In the event that an employee is temporarily assigned by Management to duties with a higher classification pay range than that which such Employee normally receives, that Employee shall receive the next higher rate of pay within the new pay range after completing the first hour of the temporary assignments. The Employee shall continue to receive the higher rate as long as he is assigned to the higher classification. Any hours performed in the temporary assignment of less than one (1) hour will be compensated at the Employee's regular rate of pay.

Section 20.2 In the event that an Employee is temporarily assigned by Management to duties in a supervisory position, that is not the usual classification of that Employee, and that assignment is in a higher pay range than the Employee's usual pay range, that Employee shall receive the next higher rate of pay within the new pay range commencing on the start of the first (1st) hour of the temporary assignment. Any work performed in the temporary assignment of less than one (1) hour will be compensated at the Employee's regular rate of pay. Temporary assignment pay shall continue until the assignment is terminated.

ARTICLE 21 - JOB EVALUATION

Section 21.1 Whenever a substantial change in the method of operation, tools or equipment occurs; or a change in job classification is made; or a new classification is created within the jobs included in the bargaining unit, then the Employer and Union shall

meet for the purpose of negotiating a rate of pay for the classification in question. Nothing herein shall restrict the right of the Employer to create a new classification, fix an initial rate of compensation or fill a position in such classification while negotiation is pending.

ARTICLE 22 - LABOR MANAGEMENT/SAFETY MEETINGS

Section 22.1 In the interest of sound Labor/Management Safety relations, unless mutually agreed to otherwise, the parties shall meet bi-monthly on a mutually agreeable day and time. Management shall meet with not more than three (3) representatives of the Union and one staff representative to discuss pending problems and to promote a more harmonious Labor/Management/Safety relationship.

Section 22.2 An agenda will be furnished at least five (5) working days in advance of the scheduled meeting with a list of Union representatives who will be attending. The purpose of such shall be to:

- (A) Discuss the administration of the Agreement.
- (B) Notify the Union of changes made by the Management which affect Bargaining Unit Members of the Union.
- (C) Discuss grievances which have not been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties.
- (D) Disseminate general information of interest to the parties.
- (E) Discuss ways to increase productivity and improve efficiency.
- (F) To consider and discuss health and safety matters relating to Employees.

It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, Management accepts the responsibility to provide safe working conditions, tools and equipment, and working methods to its Employees. The Director or his designee shall promptly correct unsafe working conditions, and see that the safety rules and safe working methods are followed by his Employees. The Employee(s) accepts the responsibility to follow all safety rules and safe working methods of Management. All unsafe working conditions must be reported to the next higher authority in charge as soon as said unsafe working conditions are known.

Section 22.3 It is further agreed that if special Labor/Management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

Section 22.4 Union meetings will be permitted on CCJFS premises on a space available basis, when and where work is not interrupted by such meetings.

Section 22.5 The Employer will issue a written response to the issues raised in the meeting within a reasonable period not to exceed 15 days.

ARTICLE 23 - JOB POSTING AND PROMOTIONS

Section 23.1 When a vacancy occurs, the Employer shall post for fourteen (14) days a notice of the opening stating the job classification, a description of the job duties and minimum qualifications, the hours of work and work week assigned to the position, the rate of pay, the training that will be offered by the Employer, the location and person to whom applications must be made, the date of posting, the final date on which applications will be accepted. The Employer shall provide a copy of this posting to the Local Union President and the date the Employer expects to fill the position.

Section 23.2 Employees who wish to be considered for the posted job must file written application with the Employer by the end of the posting period. Nothing in this Article is intended to restrict the Employer's right to consider non-bargaining unit personnel for appointment to the vacant position.

Section 23.3 The Employer will decide, in its sole discretion, when a vacancy exists and whether to reassign an Employee within the classification prior to filling the vacancy. The Employer agrees to give first consideration to Employees within a classification who have requested such reassignment in writing during the posting period of Section 1 of this Article; provided that the Employer is not required to select or give preference to Employees seeking reassignment. The bidding procedure as described herein shall only apply to bargaining unit vacancies not filled by reassignment within a classification.

Section 23.4 The applications timely filed, including the applications of non-bargaining Unit personnel, will be reviewed by the Employer. The Employer shall select for bargaining unit positions the most qualified applicant on the basis of skill, experience, education and training, performance, and the ability to perform the work in question. If, in the judgment of the Employer, the skill, experience, education and training, performance, and ability to perform the work of two (2) or more applicants equal most qualified status seniority in the bargaining unit shall govern, subject to the grievance and arbitration provisions of Section 5 of this Article. The Employer shall post a notice of the person selected after the position has been filled.

Section 23.5 The Union shall have recourse through the grievance and arbitration procedure to challenge an Employer's selection to fill a vacancy not in compliance with this Article. In any such grievance or arbitration proceeding, the burden shall be on the Union to show by clear and convincing evidence that the Employer's decision was for arbitrary or capricious reasons.

Section 23.6 The Employer shall have the right to fill a position and make transfers on a temporary basis until such time as the selection of a permanent Employee is made to fill the position, subject to the provisions of Article 20 regarding temporary transfers.

Section 23.7 The foregoing provisions on promotions and the filling of vacant positions are intended to supersede all otherwise applicable provisions for public Employees in the Ohio Revised Code and/or the rules of the Ohio Department of Administrative Services (ODAS) relative to transfers, promotions and the filling of vacant positions, with the exception of job audits.

Section 23.8 An Employee who is promoted to a position outside the bargaining unit and then fails the probationary period shall be returned to his former classification.

Section 23.9 An Employee failing his probationary period on promotion shall be restored to his previous classification. His salary step is that which he would have been on had he remained in the lower classification.

Section 23.10 Bargaining unit members promoted to Management are not governed by the terms and conditions of this Agreement. Bargaining unit members promoted to Management positions shall lose their bargaining unit seniority if they successfully complete their probationary period.

ARTICLE 24 - INTERDIVISIONAL TRANSFERS WITHIN SAME CLASSIFICATION

Section 24.1 Employees may request transfers in the same or lower classification series within the Clermont County Department of Human Services.

Section 24.2 An Employee who desires a transfer shall make application, in writing, at the time the position is posted. The application must be for a specific position.

ARTICLE 25 - HEALTH INSURANCE

Section 25.1 The Employer shall provide hospital, surgical and medical care to all permanent full-time Employees. Details of this program's coverage and eligible dependents are available from Department Heads.

If the County Commissioners increase the employer contribution to health care for all county employees not covered by a collective bargaining agreement during the term of this agreement, the employer contribution set forth in this Article shall be increased by that amount. It is the intent of this provision that bargaining unit personnel shall enjoy the same health care benefits as other non-represented county employees.

Section 25.2

(A) The Department will continue to pay health insurance premiums for up to twelve (12) consecutive calendar months, for any Employee who is unable to perform his/her normal duties due to a work related injury or illness, for which the Ohio Industrial Commission, Bureau of Worker's Compensation has issued a claim number.

(B) In the event that the claim is eventually denied by the Ohio Industrial Commission, Bureau of Worker's Compensation, as an invalid claim, the Employee shall be required to repay to the Employer the full amount of the premiums paid by the Employer for the health insurance while the Employee was unable to work. Said payment may be made over a period of twenty-four (24) consecutive calendar months. If repayment is not made, the Employer reserves the right to garnishee wages to recover its expenses.

Section 25.3 Effective beginning January 1, 2000, Management shall contribute Forty Dollars and Seventy-five Cents (\$40.75) per month for each Employee to the Ohio Council 8 AFSCME Care Plan. The contribution of \$40.75 shall be included in the calculation of the Employer cap set forth in Section 1 and the care plan riders shall be provided exclusively by the AFSCME care plan. AFSCME shall be responsible for all aspects of administering the AFSCME Care Plan, to include but not be limited to enrollment, communication of benefits, and notices concerning the plan.

Section 25.4 Bargaining unit members who accept positions outside the bargaining unit may, at their discretion, continue to receive the Union AFSCME Care Plan benefits at the Employer's expense for the length of their probationary period. Additional extensions may be approved by the Employer on a case by case basis without prejudice or the establishment of a precedent.

Section 25.5 Should the insurance carrier increase the rates of insurance cost, the Union shall be notified at least thirty (30) days prior to any change. The Union shall have the right to bargain over any such increase before the effective date. The Union does not waive its right to strike over the issue of health care cost.

ARTICLE 26 - CLASSIFICATION

Section 26.1 The Employer shall make every effort to establish and maintain a classification series for all positions covered by this contract. Each classification specification shall include statements of the essential character of work of the classification, essential knowledge, abilities and skills, and the minimum training and experience required of persons who are to fill the positions so classified.

Section 26.2 If, during the life of this contract, there is an additional class(es) added to the departmental classification series, the Union shall be notified of the newly-modified departmental classification series within thirty (30) days.

Section 26.3 Upon the effective date of this contract, the Employer shall provide the Union President a classification specification description of all bargaining unit classifications.

ARTICLE 27 - TRAINING

Section 27.1 All training required of an Employee by the Employer relative to an Employee's current duties shall be paid for by the Employer. All required training shall be

counted as time worked, including driving time to and from a training site, other than in-County departmental training sites not to exceed 8 hours. On multiple day training sessions where the Employee has been authorized to remain at or near the training site, the days in training which do not require travel to the site from the County, or to the County from the site shall be counted as regular work days, not to exceed eight (8) hours.

Section 27.2 The Employer shall pay for all reasonable lodging, travel expenses, meals, materials, tuition and fees pursuant to the Employer's policy for travel reimbursement, required training, and for voluntary training which has been approved in advance by the Employer.

ARTICLE 28 - MISCELLANEOUS

Section 28.1 The Employer will provide the Union six bulletin boards accessible to all Employees of the CCJFS for use by the Union. Unless the Employer and the Union otherwise agree, such bulletin board shall be 44" x 23". No material posted shall contain anything of a scandalous nature nor shall it contain a scurrilous attack upon individual staff members, the CCJFS, the Administration, or any Employee organization. No other bulletin board may be used by the Union. Only Union officials with approval by the Union President will be permitted to post or remove anything on any of the Union bulletin boards.

Section 28.2 The Employer agrees to make space available to Union Officials and Unit Stewards in order that they may conduct in private with members, investigation of grievances and other functions provided for in Article 5 and 8 of this Agreement.

Section 28.3 Management will publish copies of this Contract in booklet form and provide for dissemination to all bargaining unit Employees. The Employer shall provide to the Union five (5) signed originals of the Contract.

Section 28.4 Employees may request that they be relieved of the obligation to service any client where there is a conflict of interest or some pre-existing relationship or acquaintance which makes service to that client subject to additional pressures beyond the normal client relationship.

Section 28.5 No agency Employee shall be required to perform duties of a non-business personal nature for any other agency Employee and there shall be no retaliation against any Employee because of a refusal to perform such duties.

Section 28.6 In the event a weather emergency is declared by the Governor of Ohio, the Board of Clermont County Commissioners, or other authorized person, Employees shall be compensated for the hours which they were scheduled to work during the emergency period, but did not work, by reason of such weather emergency.

ARTICLE 29 - WAGES

Section 29.1 Wages shall be paid to Employees according to the pay range

assignments, ranges and steps, and longevity payments described in Appendices A through C of this Agreement. Employees hired on or before June 19 2003 shall continue to receive longevity payments set forth in Appendix C. Longevity payments shall not apply to Employees hired after June 19 2003. Step increases and longevity pay increases shall be suspended through calendar year 2009.

Section 29.2 Wages shall be adjusted as part of this Agreement as follows:

- (A) Effective January 1, 2009 there shall be no adjustment to Employee rates of pay; the rates of pay in effect as of December 31, 2008 will remain in effect up to and including December 31, 2009.

ARTICLE 30 - ON-CALL PAY

Section 30.1 When the Employer requires that a full-time Employee in the Department be "on beeper call" such Employee shall:

- (A) Receive Thirty Dollars (\$30.00) for each day they are on such duty, Monday through Friday, and Forty Dollars (\$40.00) for each Saturday, Sunday or Holiday, observed by the County, they are on duty.

- (B) Be compensated at one and a half times (1 ½ x) their normal hourly rate for all hours worked in excess of their regularly scheduled forty (40) hour work week.

Section 30.2 Those Employees assigned "on beeper" duty shall be required to carry a beeper at all times during the period of such duty.

Section 30.3 The Employer shall be responsible for assigning the on-call rotation schedule. Employees assigned on-call duty may trade duty with another qualified Employee, providing the Employer has approved, in advance, and has had seven (7) days advance notice. Nothing in this article is intended to restrict the right of the Employer to assign on-call beeper duty to part-time employees. Part-time employees assigned to beeper duty shall not receive compensation for such duty.

Section 30.4 For the purpose of this Section only, "time worked" shall include all hours required for an Employee to complete an "on-site" visitation while in "on-call" status.

Section 30.5 If an Employee is required to use his/her private vehicle for an on-site visitation call, they shall be compensated at the county's per mile rate.

Section 30.6 When a bargaining unit employee is required to use a beeper and hours of duty pulled renders it impossible to return the beeper to the work place because the work place is closed or shut down for any reason and the employee is now on their off-time, but called to bring the beeper in to the work place on their own time, and no other

beeper is available, then that bargaining unit employee will be reimbursed mileage to the work place and back.

ARTICLE 31 - PAYDAYS/PAYCHECKS

Section 31.1 There are normally twenty-six (26) pay periods per year. All Employees are to be paid every other week on Friday for the two (2) week pay period immediately preceding the pay day. The bi-weekly payroll period for Employees extends 12:01 a.m. Monday through 12:00 midnight Sunday.

Section 31.2 If a holiday occurs on payday, paychecks will be issued on the preceding day if the paychecks are available. If a flex day occurs on a payday, paychecks will be issued the preceding day, if the paychecks are available from the Auditor.

Section 31.3 If it becomes necessary to change the payday, the Union shall be notified at least thirty (30) days prior to the change and shall bargain concerning the effects of such change.

ARTICLE 32 - COLLEGE TUITION REIMBURSEMENT

Section 32.1 Full-time Employees who have completed one (1) year of service shall have the right to participate in the County College Tuition Reimbursement Program as set forth in County policies in effect on the effective date of this Agreement. The provisions of the County policy shall be adopted herein and shall remain in effect for this bargaining unit for the term of this Agreement unless amended by mutual agreement.

ARTICLE 33 - WAIVER IN CASE OF EMERGENCY

Section 33.1 In cases of emergency, declared by the President of the United States, the Governor of the State of Ohio, the Board of Clermont County Commissioners, the Federal of State Legislature, such as acts of God, the following conditions of this Agreement shall automatically be suspended for the duration of the emergency:

(A) Time limits for Management or the Union's replies on grievances.

(B) All work rules and/or agreements and practices relating to the assignment of Employees.

Section 33.2 Upon the termination of the emergency, should valid grievances exist, they shall be processed, in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance(s)) had properly progressed.

ARTICLE 34 - SEVERABILITY

Section 34.1 This Contract is subject to all existing State Laws, except where specifically modified by this Agreement pursuant to Section 4117.10 of the Ohio Revised Code, provided that should any change be made in any State law which would be applicable and contrary to the provisions contained herein, such provisions herein contained shall be automatically terminated, and the remainder of this Contract is illegal, then such provision shall automatically terminate.

Section 34.2 The parties agree to meet within fourteen (14) days to attempt to negotiate a legal alternative provision on the same subject matter.

ARTICLE 35 - PROBATIONARY PERIODS

Section 35.1 Every newly-hired full-time Employee shall be required to successfully complete a probationary period. The probationary period for new full-time Employees shall begin on the first day for which the Employee receives compensation from the Employer. Upon date of hire, probationary employees shall be members of the bargaining unit for purposes of union eligibility, wages, and benefits (including the AFSCME care plan) set forth in this agreement, but shall be deemed employees-at-will for the term of the probationary period and shall serve at the pleasure of the appointing authority without the right of appeal or representation.

Section 35.2 Length of Probationary Period: All full-time Employees shall serve a probationary period of one hundred eighty (180) calendar days, or one hundred twenty (120) working days, whichever is longer, upon entry into the classification. All part-time employees shall serve a probationary period of one year. A newly-hired probationary Employee may be terminated at any time within his probationary period and shall have no appeal. An Employee shall receive a written statement as to the reason for termination. Upon successful completion of the probationary period, a newly-hired Employee's seniority shall be computed from the date of hire.

Section 35.3 Probationary Employees who complete ninety (90) calendar days of service shall be given a probationary evaluation report within fourteen (14) calendar days after the ninety (90) days.

Section 35.4 Employees who have been promoted to a higher bargaining unit position shall serve a probationary period of one hundred twenty (120) days, or eighty (80) working days, whichever is longer. An Employee failing to pass the probationary period after being promoted shall be returned to the same classification, pay step, and rate of pay from which he/she was promoted.

Section 35.5 A working day must be a full working day and does not include vacation, sick leave, or holidays.

ARTICLE 36 - TRAVEL REIMBURSEMENT

Section 36.1 Employees shall receive reimbursement for allowable expenses while traveling out-of-county on official county business in accord with county wide travel policies set forth in the county's personnel manual. Travel reimbursement policies are incorporated herein and made a part hereof.

ARTICLE 37 - DRUG TESTING

Section 37.1 Drugs and alcohol impair an Employee's ability to render safe and effective service. No bargaining unit Employee will report to work under the influence of drugs and alcohol while on duty, or on call, nor will they sell or provide drugs to any person while on duty.

Section 37.2 This substance abuse policy applies to all bargaining unit Employees and individuals seeking employment with Clermont County Department of Job and Family Services. The Clermont County Department of Job and Family Services will not employ individuals who fail to pass a drug screen test. The Clermont County Department of Job and Family Services has a moral and financial obligation to provide timely, cost effective quality service to its citizens and the community. Employees who are under the influence of drugs or alcohol impair their ability to perform their duties in a safe and efficient manner. Impaired judgment may be serious financial consequences for Clermont County Department of Job and Family Services including increased safety risk, potential accident liability, increased worker compensation liability and faulty decision making.

Section 37.3 The Clermont County Department of Job and Family Services has contracted for an Employees Assistance Program (EAP) to assist Employees with substance abuse and other personal problems. The Clermont County Department of Job and Family Services encourages any Employee who might have an alcohol or drug problem to use EAP's or any other professional counseling and treatment services. The Employer recognizes that drug and alcohol abuse are treatable illnesses which should be dealt with initially by treatment.

Section 37.4

(A) Publication

(1) This Article will be implemented in a consistent, non-discriminatory manner. All bargaining unit Employees will be provided a copy of the Collective Bargaining Contract. In addition, Management and the Union will provide to bargaining unit Employees information concerning the impact of the use of drugs on job performance. Unit Employees and supervisors, and union officers will be trained to recognize the symptoms of drug abuse, impairment and intoxication. Finally, all unit Employees will be informed of the causes for testing, how well the tests perform and what tests will be conducted.

(2) All newly employed bargaining unit Employees will receive the

information on their initial hire date. No bargaining unit Employee shall be tested until this information is provided to the Employee.

(B) Management Responsibilities and Guidelines.

Managers and supervisors are responsible for the consistent enforcement of this policy. Any supervisor who knowingly permits a violation of this policy by Employees under his direct supervision shall be subject to disciplinary action.

(C) Random drug testing will not be permitted under any circumstances. Managers and supervisors shall request that an Employee submit to a drug and/or alcohol analysis only when there is reasonable suspicion to believe that the Employee to be tested is using, consuming or under the influence of an alcoholic substance, non-prescription controlled substance (other than over the counter medication) and/or non-prescription drugs while on duty.

(D) The term "reasonable suspicion" shall for the purpose of this policy be defined as follows:

(1) Is observed on duty by the Employee's immediate supervisor confirmed by the observation of another supervisory Employee or Employee trained to recognize the symptoms of intoxication, impairment or drug abuse. Observation should also be confirmed by a Union Steward where possible.

(2) Is the type of behavior which is recognized and accepted as symptoms of intoxication or impairment caused by controlled substances or alcohol.

(3) If not reasonably explained as a result of some other cause such as, but in no way limited to, fatigue, lack of sleep or side effects of a prescription medication, reaction to non-toxic fumes or smoke, or other job related cause or factor.

(E) In cases where the manager or supervisor has reasonable suspicion that an Employee is under the influence of drugs or alcohol, based on specific personal observations, he shall immediately notify his supervisor. If his supervisor is unavailable for confirmation, the supervisor, with reasonable suspicion, may have an Employee confirm the suspicion.

(F) No drug testing shall be conducted without the authorization of the Department Director. The Department Director shall document in writing the facts concerning reasonable suspicion of substance abuse. Reports of drug abuse or unusual behavior not confirmed in writing shall not constitute reasonable suspicion.

(G) One copy of the written document containing the facts which form the basis of reasonable suspicion shall be given to the Employee before testing and one copy shall be provided to Union Officer immediately. Thereafter, such records shall be kept confidential to the extent permitted by law and shall be used by the administration only in

the implementation of this Article.

(H) Failure to follow any of the above steps shall result in elimination of tests results as if no tests were administered. The tests results will be destroyed and no discipline administered to the affected Employee.

(I) Employee will be given an opportunity to give an explanation of their condition to the Department Director. A Union Steward or Union Representative shall be present during such an explanation and shall be entitled to confer with the Employee before the explanation is given.

(J) If the Department Director, after observing the Employee, also has a reasonable suspicion that the Employee may be intoxicated or impaired, then by written order signed by the Department Director, the Employee may be ordered to submit to a toxicology test designed to detect the presence of alcohol, chemical adulteration, marijuana metabolites, opiates, amphetamines, cocaine, barbiturates, and phencyclidine in accordance with the procedure set forth below.

(K) Testing Procedures and Standards.

A manager or supervisor who has reasonable suspicion of intoxication will immediately relieve the Employee from his duties. Under no circumstances will the suspected Employee be permitted to operate a motor vehicle, equipment or machinery. The manager or supervisor will telephone the designated testing laboratory to notify them of the need to have an Employee tested. The manager or supervisor will personally accompany the Employee to the laboratory test site.

(L) Scheduled appointments must be kept when an applicant is directed by the Director to report to the laboratory for a drug and alcohol screen. Refusal to submit to toxicology testing after being properly ordered to do so may result in disciplinary action. Employees may appeal the disciplinary action in accordance with the provisions of Article 7, Grievance Procedure and Article 13, Disciplinary Procedure. The Employee tested will be deemed to be on leave with pay for the balance of the work day.

(M) The following test procedure shall apply to urine tests administered to bargaining unit Employees.

(N) The Employee may request urine samples only. Urine specimens shall be collected at the laboratory or hospital where the specimen is to be tested. If this is not possible, then a Union Steward will accompany the specimen from the site where it is collected to the laboratory where it is to be tested.

(O) A Union representative shall be allowed to accompany the Employee to the test and observe the collection, bottling and sealing of the specimen. The Employee shall not be observed when the urine specimen is given.

(P) The Employee shall sign a consent form giving permission to perform the toxicology testing. Individuals who refuse to sign the consent form will be informed that testing will not be conducted.

(Q) Disciplinary action may result against an Employee refusing to sign the consent form. Employees may appeal the disciplinary action in accordance with the provisions of Article 7, Grievance Procedure and Article 8 Disciplinary Procedure.

(R) Applicants who attempt to alter or adversely affect the sample will be disqualified for employment. Applicants disqualified on this basis may appeal the disqualification to the Clermont County Commissioners.

(S) The testing shall be done by a laboratory certified by the State of Ohio as a medical and forensic laboratory which complies with the scientific and technical guidelines for federal drug testing programs and Standards for Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services. (53 Fed. Reg. 11970 4/11/88).

(T) The Union and the Employer shall choose the laboratory to be utilized for toxicology testing on a yearly basis in January of each year.

(U) The following standards shall be used to determine what levels of detected substances shall be considered positive:

<u>Drug</u>	<u>Screening Test</u>	<u>Confirmation</u>
Amphetamines	1,000 Ng/ml Amphetamine Methamphetamine	500 ng/ml GC-MS
Marijuana	100 ng/ml Delte-THC	15 ng/ml GC-MS
Cocaine Metabolites	300 ng/ml Benzoylecgonine	150 ng/ml GS-MS
Opiates	300 ng/ml Morphine Codeine	300 ng/ml GC-MS
Phencyclidine/ PCP	75 ng/ml PCP	25 ng/ml GC-MS
Alcohol	.10 blood alcohol level	.14 urine
Methadone	300 ng/ml	200 ng/ml GC-MS

Methaqualone	300 ng/ml	200 ng/ml GC-MS
Propoxyphene/ Darvon	300 ng/ml	200 ng/ml GC-MS
Barbiturate	300 ng/ml	200 ng/ml GC-MS
Benzodiazepine	300 ng/ml	200 ng/ml GC-MS

Tests which are below the levels set forth above shall be determined as negative. If test results are negative, all documentation regarding supervisors observations/testing and testing results shall be destroyed.

(V) At the time the urine specimen is collected three samples will be taken. Two samples will be sent to the laboratory to be tested at the employer's expense. In order to be considered positive, both samples must be tested separately, in separate batches and show positive results on a GCMS confirmatory test. All test results are to be reviewed by a toxicologist or physician before being released. Test results must be completed by the Employer and Union within 48 hours of the testing.

(W) The third sample will be collected in a separate container and shall be sealed in the presence of Employer and Union witnesses who will sign the evidence tape. This third sample shall be made available to the Employee for testing by a laboratory chosen by the Union and agreeable to the Clermont County Department of Job and Family Services. For chain of custody purposes, the sample will be transferred directly from the Clermont County Department of Job and Family Services' medical provider to the alternative laboratory; appropriate entries will be made on the Chain of Custody Form. The cost of testing the third sample shall be borne by the Employee or Union. All test results shall be treated as confidential medical records and shall only be used by the Clermont County Department of Job and Family Services in the implementation of this Article.

(X) Employees should inquire of their physician whether any prescribed or non-prescription medication will impair their ability to perform their job, and if so, sick leave should be used by the Employee.

(Y) Treatment and/or Disciplinary Action.

If the results of the tests administered by the Employer on the two samples shows that the Employee, while on duty, was under the influence of or drank, smoked, inhales or injected alcoholic beverages, non-prescription narcotics, marijuana, cocaine, PCP or non-prescribed amphetamines or barbiturates, appropriate disciplinary action may be administered after the following procedure has been followed:

(1) The Employee and Union shall be given a copy of the laboratory report of both specimens before discipline is imposed.

(2) The Union and Employee shall have 72 hours to present the Employer with results from the test of the third sample conducted by a laboratory chosen by the Union and agreed upon by the Clermont County Department of Job and Family Services.

(3) Failure of the Union or Employee to have a third test performed shall not be used against the Employee as a basis for discipline, nor shall it cause to not proceed with disciplinary action.

(4) After considering the results of all tests conducted, the Employer may discipline the Employee provided:

(i) That any discipline imposed for the first offense in any 12 month period and any grievance appeal filed in response thereto shall be held in abeyance pending completion by the Employee of a substance abuse treatment program mutually agreed upon between the Union and the Employer and Employee. The cost of which shall be covered by the Employer's group health insurance as any other illness. If the Employee successfully completes such a program and is not disciplined for substance abuse for 24 months following the initial charge, the discipline shall be revoked and the Employee's record cleared of the offense, and it shall not be used as a basis for any other disciplinary action in the future.

(ii) Any disciplinary action taken against a Clermont County Department of Job and Family Services Employee for substance abuse shall only occur after a pre-disciplinary hearing at the departmental level is held in which the Employee is informed of the evidence against him and has the opportunity to respond. Referrals to (EAP) and disciplinary action must be consistent with Article 7, Grievance Procedure and Article 13, Disciplinary Procedure. Clermont County Department of Job and Family Services. Employees may appeal such disciplinary action through the grievance and disciplinary procedures of this contract.

(iii) Employees of Clermont County Department of Job and Family Services being reinstated after leave of absence due to substance abuse for whom the drug screen results indicate evidence of substance abuse, or have not allowed the drug screen test to be conducted will be disqualified on the basis that they have failed the medical examination. These Employees may appeal the medical disqualification to the Clermont County Commission.

(iv) Employees who seek voluntary assistance for drug or alcohol abuse may not be disciplined for seeking such assistance. All requests from Employees for assistance shall remain confidential. Employees at their option, shall be entitled to take accrued sick leave, vacation leave, compensatory time or leave without pay up to a maximum of 180 days during absences required as part of the rehabilitation process.

(v) Any disputes which may arise over compliance with this Article shall be resolved through the grievance and arbitration provisions of the parties collective bargaining agreement.

ARTICLE 38 - JOB AUDITS

Section 38.1 Upon request of the Employee, the personnel office shall conduct a job audit to determine whether the Employee is properly classified. The Employee shall provide all necessary information to the personnel officer regarding the job audit.

Section 38.2 Within sixty (60) working days of receipt of the information, the personnel officer shall determine if the Employee should be reclassified. In the event of reassignment to a classification in a higher pay range, the Employee shall be reassigned to the base rate of the new classification or the pay step whichever is higher. In the event of reassignment to a classification having the same pay range as the Employee's current classification, no increase will be received. In the event the job audit shows that the Employee is properly classified, the Employee shall remain at current pay and classification and may not request another job audit for twelve (12) months.

ARTICLE 39 - SUBCONTRACTING

Section 39.1 In the event the Employer intends to subcontract, transfer, assignment or by any other method relinquish substantial work customarily performed by Bargaining Unit members with the reasonable expectancy that such relinquishment of work will result in the layoff of Bargaining Unit members, the Employer will give the Union ninety (90) days' notice, prior to the taking of such action. Following notification by the Employer and the making of a demand by the Union, the parties shall meet and engage in effects bargaining concerning the intended layoff and to review proposed methods or procedures for the possible retention of the subject work by Bargaining Unit members and the avoidance of layoffs.

ARTICLE 40 - TERMS OF AGREEMENT

Section 40.1 This Agreement constitutes the entire contract between the Employer and the Union and settles all demands and issues with respect to all matters subject to collective bargaining. Therefore, the Employer and the Union, for the duration of this Agreement, waive the rights and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter which is subject to collective bargaining, whether or not such subject or matter is specifically referred to herein.

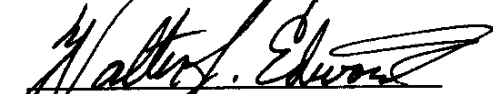
Section 40.2 This Agreement shall become effective as of January 1, 2009, and shall remain in effect up to and including December 31, 2009, and shall automatically renew itself from year to year thereafter, unless written notice to terminate or amend this

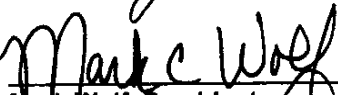
Agreement is given by either party at least sixty (60) days prior to December 31, 2009, or prior to the date of expiration of any annual renewal thereof.

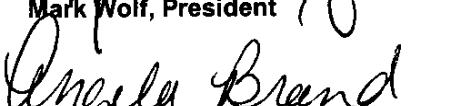
Section 40.3 If notice to amend shall be given, negotiation for a new Agreement shall take place during the sixty (60) days prior to the expiration of this Agreement.

This Agreement is entered into this 17th day of November, 2008.

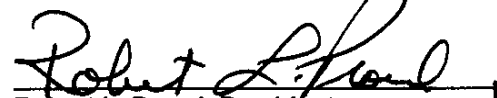
FOR OHIO COUNCIL 8, AFSCME

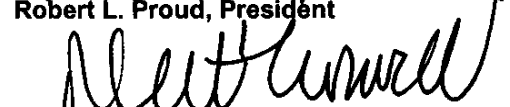

Walter Edwards, Staff Representative

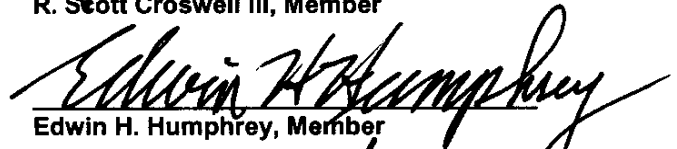

Mark Wolf, President


Angela Brand, Vice President

FOR CLERMONT COUNTY COMMISSIONERS


Robert L. Proud, President


R. Scott Croswell III, Member


Edwin H. Humphrey, Member


Tim McCartney, Director, Clermont County
Department of Job and Family Services

APPENDIX A

<u>Pay Range</u>	<u>Income Maintenance Series</u>
8	Income Maintenance Worker 3
7	Income Maintenance Worker 2
7	Social Program Coordinator
3	Income Maintenance Aide 2
2	Income Maintenance Aide 1
3	Mail Clerk/Messenger

	<u>Social Services Series</u>
10	Social Services Worker 4
9	Social Services Worker 3
7	Social Services Worker 2
6	Social Services Worker 1
4	Social Services Aide 2
3	Social Services Aide 1
3	Family Services Aide 2

	<u>Clerical Series</u>
7	Account Clerk 3
6	Account Clerk 2
5	Account Clerk 1
5	Cashier 2
5	Clerical Specialist
3	Cashier 1
2	Clerk 2
2	Telephone Operator
1	Clerk 1

	<u>Typing/Data Processing Series</u>
11	Program Analyst 3
9	Data Systems Coordinator 1
8	Computer Operator 2
5	Technical Typist
5	Data Entry Operator 3
3	Typist 2
3	Data Entry Operator 2
2	Typist 1
2	Data Entry Operator 1

	<u>Investigation Series</u>
8	Investigator 3
7	Investigator 2
6	Investigator 1

	<u>Employment Services Group</u>
7	Employment Services Interviewer
8	Employment Services Counselor

APPENDIX B

Clermont County Department of Job & Family Services
PAY SCHEDULE (Bargaining Unit)

EFFECTIVE 01/01/09

Pay Range	Step P	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
1	11.20	11.54	11.90	12.32	12.72	13.15	N/A	N/A
2	11.74	12.10	12.49	12.96	13.35	13.81	N/A	N/A
3	12.37	12.72	13.15	13.61	14.08	14.53	N/A	N/A
4	12.98	13.35	13.81	14.33	14.86	15.16	N/A	N/A
5	12.58	12.96	13.35	13.81	14.33	14.86	15.16	N/A
6	13.20	13.61	14.08	14.53	14.99	15.44	15.89	N/A
7	13.97	14.33	14.86	15.16	15.72	16.14	16.72	17.30
8	14.74	15.16	15.72	16.14	16.72	17.30	18.00	18.79
9	16.09	16.53	17.06	17.54	18.07	18.69	19.38	20.14
10	16.47	16.96	17.47	17.93	18.59	19.11	19.80	20.55
11	17.67	18.20	18.86	19.59	20.19	20.81	21.41	22.06

APPENDIX C

LONGEVITY SCHEDULE BY YEARS OF SERVICE

EFFECTIVE FOR TERM OF AGREEMENT
PAYABLE TO EMPLOYEES HIRED INTO THE
BARGAINING UNIT BEFORE JUNE 19, 2003

PAY RANGE	05	06	07	08	09	10	11	12	13	14	15	16	17	18	19	20
1	.16	.18	.21	.24	.27	.30	.33	.37	.40	.43	.46	.49	.51	.54	.57	.61
2	.16	.19	.22	.25	.28	.32	.38	.39	.42	.45	.48	.51	.54	.57	.61	.64
3	.17	.20	.23	.27	.30	.33	.37	.40	.44	.47	.50	.53	.56	.61	.64	.67
4	.18	.21	.25	.28	.31	.36	.39	.42	.46	.49	.52	.56	.60	.63	.67	.70
5	.17	.21	.24	.27	.30	.34	.38	.41	.44	.48	.51	.54	.57	.62	.65	.68
6	.18	.21	.25	.28	.32	.36	.40	.43	.46	.50	.53	.57	.61	.64	.68	.71
7	.19	.23	.26	.30	.33	.38	.42	.45	.49	.52	.56	.61	.64	.68	.71	.75
8	.20	.24	.28	.32	.36	.40	.44	.48	.52	.55	.60	.64	.68	.72	.75	.79
9	.25	.30	.35	.40	.45	.50	.55	.60	.65	.70	.75	.80	.85	.90	.95	1.00
10	.28	.33	.39	.44	.50	.55	.61	.66	.72	.77	.83	.88	.94	.99	1.05	1.10
11	.31	.37	.44	.50	.57	.63	.69	.75	.82	.88	.94	1.00	1.07	1.13	1.20	1.25