



Tuscarawas County DJFS - AFSCME – Final 8/15/18, rev. 9-24-2018

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AGREEMENT BETWEEN

THE TUSCARAWAS COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES

AND

AFSCME - OHIO COUNCIL 8
LOCAL #2308

September 1, 2018 through August 31, 2021

SERB CASE NO. 2018- MED – 03 – 0564

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ARTICLE 1
PREAMBLE/PURPOSE

This Agreement, entered into by the Tuscarawas County Job and Family Services, hereinafter referred to as the “Employer,” “Department,” or “Agency” and the American Federation of State, County, and Municipal Employees (AFSCME), Ohio Council 8, Local #2308, AFL-CIO, hereinafter referenced to as the “Union,” has as its purpose the following: to comply with the requirements of Chapter 4117 of the Ohio Revised Code; to set forth the full and complete understandings and Agreements between the parties governing the wages, hours terms and other conditions of employment for those employees included in the bargaining unit as defined herein; and to provide for the peaceful and equitable adjustment of grievances which may arise in connection herewith.

ARTICLE 2
UNION RECOGNITION

Section 2.1. Bargaining Unit. The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit in reference to wages, hours and terms and conditions of employment. Wherever used in this Agreement, the term “bargaining unit” shall be deemed to include those individuals employed by the Employer in the following classifications:

- | | |
|-----------------------------------------------------------|----------------------------------|
| Administrative Assistant 1/
Transportation Coordinator | Public Inquiries Assistant 1 |
| Account Clerk 2 | Records Management Officer |
| Clerical Specialist | Social Program Coordinator |
| Custodial Worker | Social Service Aide 2 |
| Employment Services Counselor | Social Service Worker 1 |
| Employment Services Representative | Social Service Worker 2 |
| Income Maintenance Aide 2 | Social Service Worker 3 |
| Income Maintenance Worker 2 | Statistics Clerk |
| Income Maintenance Worker 3 | Quality Control Reviewer/Trainer |
| Investigator 1 | Typist 2 |
| Investigator 3 | Vehicle Operator 1 |
| Maintenance Repair Worker 3 | Word Processing Specialist 2 |
| | Word Processing Specialist 3 |

Section 2.2. Exempt Classifications. All positions and classifications not specifically established herein as being included in the bargaining unit shall be excluded from the bargaining unit, including all management-level employees, professional employees, confidential employees, and supervisors as defined in the Act, including:

Account Clerk 2,; Administrative Assistant to the Director (one [1] employee - confidential); Attorney Supervisor; County Job and Family Services Administrator; Attorney; Management Information Systems Specialist 2; Management Information Systems Supervisor; Eligibility/Referral Supervisory 1; Fiscal Supervisor; Fiscal Specialist; Clerical Supervisor; Social Services Supervisor 1; Social Services Supervisor

2; Social Services Worker 4; and Training Officer.

ARTICLE 3
NEW JOB CLASSIFICATIONS

If, during the term of the Agreement, the Employer establishes a classification(s) which did not exist on the effective date of this Agreement, the Employer shall notify the Local Union of such newly created classification(s). Said notification shall be given to the Union no later than five (5) work days following the Employer's creation of the newly created classification. Further, upon request from the Local Union, the Employer shall meet to discuss whether such classification(s) warrants inclusion or exclusion from the bargaining unit. The Local Union shall request such meeting within five (5) work days following the date the Employer notified the Union. The parties shall meet within ten (10) work days following the date of the Union submitted the request for the meeting. Under the standards of ORC 4117, if the Employer and the Union cannot agree at the meeting, either party may petition the State Employment Relations Board (SERB) for a final determination.

ARTICLE 4
MANAGEMENT RIGHTS

Section 4.1. Management Rights. Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Tuscarawas County Job and Family Services in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to, the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall, or to reprimand, suspend, discharge or discipline for just cause to maintain order among employees;
- B. To promulgate and enforce employment rules and regulations and to otherwise exercise the prerogatives of management;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs, and the work to be performed;
- D. To determine the department's goals, objectives, programs and services, and to utilize both internal and external personnel in a manner designed to effectively meet these purposes;
- E. To determine the size, composition, and duties of the work force, the number of shifts required; to establish work schedules; to establish hours of work; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including but not limited to the assignment of employees, duties to be performed, qualifications required, and areas worked;

- F. To lay off employees from duty due to lack of work, lack of funds, or for other legitimate reasons which improve the economy or efficiency of the department;
- G. To determine when a job vacancy exists and the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime and the amount required thereof;
- I. To maintain the security of records and other pertinent information and respond to public records requests;
- J. To determine the overall budget;
- K. To maintain and improve the efficiency and effectiveness of the Employer's operation; and
- L. To determine and implement necessary actions in emergency situations.

Section 4.2. Residual Rights. The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

ARTICLE 5 **NON-DISCRIMINATION**

Section 5.1. Non Discrimination. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, genetic history, military status, race, color, disability, national origin, and Union membership/non-membership. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

Section 5.2. Gender. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 6 **RULES AND REGULATIONS**

Section 6.1. Scope of Rules, Regulations. The Union recognizes that, except as otherwise expressly limited in this Agreement, it is the exclusive right of the Employer, in order to carry out its statutory mandates and goals, to maintain order, to promulgate work rules, regulations, policies and procedures consistent with the Employer's statutory authority to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

Section 6.2. New/Revised Rules. The Employer agrees that to the extent that such

work rules, regulations, policies and procedure are reduced to writing, every affected bargaining unit employee shall have access to them for the duration of this Agreement.

Copies of newly established written work rules, regulations, policies or procedures, or amendments to existing work rules will be furnished to the Union no less than five (5) work days prior to the effective date of such rules, regulations, policies or procedures. Work rules, regulations, policies or procedures affecting health and safety issues or those effectuated because of emergency situations, including compliance with applicable federal and/or state laws, shall be furnished to the Union upon the completion of the final draft form.

Section 6.3. Conflict With Agreement, Uniform Application. The Employer recognizes that no work rules, regulations, policies or procedures shall be established that are in violation of any expressed terms of this Agreement. Work rules, regulations, policies and procedures shall be reasonably applied and uniformly enforced.

ARTICLE 7
CORRECTIVE ACTION

Section 7.1. Just Cause. No form of disciplinary action will be taken against any employee except for just cause.

Section 7.2. Forms of Discipline. Disciplinary action may include: (a) verbal warning; (b) written reprimand; (c) suspension with or without pay; (d) reduction; or (e) discharge from employment

Section 7.3. Progressive Discipline. Discipline will be applied in a corrective, progressive and uniform manner. Progressive discipline will take into account the nature of the violation, the employee's record of discipline, and the employee's record of conduct. In those instances where more severe discipline is warranted, the Employer may discipline the member according to the severity of the incident, up to and including termination/discharge.

Section 7.4. Retention of Discipline. Records of disciplinary action shall have force and effect according to the following schedule based on severity of offenses, provided there have been no intervening disciplinary actions taken during the same time period:

Caution/Instruction	6 months
Written Reprimand	18 months
Suspensions of Any Duration	24 months

Section 7.5. Appeal of Discipline. Suspensions, reductions or discharges may be appealed in an expedited fashion by filing a grievance at Step 3 of the grievance procedure within three (3) working days of receipt of the order of discipline.

Section 7.6. Private. The Employer and the Union agree that all disciplinary procedures shall be carried out in private and in a businesslike manner.

Section 7.7. Predisciplinary Process. Whenever the Employer determines that an employee may be subject to disciplinary action, which could result in loss of pay and/or loss of position, a predisciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation regarding the alleged offense. A notice of the predisciplinary conference shall be provided to the employee and Steward at least two (2) work days in advance, along with any available documentation or exhibits that may be referenced or used in the predisciplinary conference. Such documentation or exhibits shall be submitted upon written request of the employee and/or steward. The employee shall have the right to have a Union representative and Staff Representative present at the conference if the employee so desires.

An employee shall also have the right to Union representation during investigatory interviews where the employee reasonably believes disciplinary action may result. The employee may notify the Union of the interview or meeting.

ARTICLE 8 **GRIEVANCE PROCEDURE**

Section 8.1. Definition. The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this Agreement nor those matters not covered by this Agreement.

Section 8.2. Procedure. All grievances must be processed at the proper step in order to be considered at subsequent steps.

The aggrieved employee or the Union may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not processed by the employee within the time limits provided shall be considered resolved based upon management’s last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual written consent of the Employer and the Union.

Section 8.3. Grievance Procedure Steps. It is the mutual desire of the Employer and the Union to provide for prompt adjustment of grievances, with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1 - Informal - Supervisor

Within three (3) working days from the occurrence of an alleged incident, or from an employee’s knowledge of such alleged incident, any employee, along with the Union

steward if requested by the employee, having a complaint or grievance may file it orally with his/her immediate supervisor. The supervisor will respond orally to attempt a resolution within one (1) working day from receipt of the oral complaint.

Step 2 - Written - Supervisor

If the oral response was not satisfactory, the employee may at that time notify the supervisor that he/she will be putting the complaint or grievance in writing. The written complaint or grievance must be presented to the immediate supervisor within five (5) working days from the date the alleged incident occurred. Within three (3) working days from the date the employee first presented his/her complaint, the supervisor will write and deliver his/her response.

Step 3 - Director

If the complaint or grievance is still not resolved, the Union or the employee may pursue the matter by presenting the form to the Director within three (3) working days of the reply received in Step 2. The Director shall within three (3) working days, meet with those concerned and attempt to resolve the matter, and return his/her written response within three (3) working days.

Step 4 - Arbitration

Should a grievant, after receiving the written answer to his grievance at Step 3 of the grievance procedure, still feel that the grievance has not been resolved to his satisfaction, he may, through the Union, request that it be heard before an arbitrator. The Union must make written application to the Director for arbitration within thirty (30) calendar days of his receipt of the written answer from the Director at Step 3, and it is understood that the Union shall make the determination as to whether to arbitrate the grievance. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the Employer.

Mediation

In the event a grievance has been submitted to arbitration within the thirty (30) calendar day period, as described herein, the parties may mutually agree to attempt to resolve the issue utilizing mediation.

If the parties mutually agree to mediation, the following shall apply:

Either party may contact the State Employment Relations Board (SERB) or the Federal Mediation and Conciliation Service (FMCS) for the appointment of a mediator within a ten (10) work day period following the selection of an arbitrator. The mediation session shall take place as soon as possible subject to the availability of the mediator. Any cost associated with the mediation session shall be shared equally by the parties.

Nothing discussed, submitted, exchanged, proposed, and/or rejected by the parties shall be utilized by either party in the arbitration hearing should the mediation session fail to resolve the issue in dispute.

Selection of Arbitrator

Upon receipt of a request for arbitration, the Employer or his designee and the representative of the Union shall, within ten (10) working days following the request for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. One party shall be the first to strike a name and alternate in this manner until one name remains on the list. The Union shall be the first to strike a name from the list for the first grievance, the Employer shall strike first on the second grievance, and the parties will alternate in a like manner from then on. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service once only and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service. Prior to the scheduled date of the hearing, the parties shall attempt to agree on a submission Agreement outlining the specific issues to be determined by the arbitrator.

Authority of Arbitrator

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on the issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to a date not more than five (5) working days prior to the date the grievance was first presented to the Employer at the

appropriate step of the grievance procedure.

Arbitrability

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the arbitrator’s jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator, on the same day.

Final and Binding; Cost of Arbitrator

The decision of the arbitrator shall be binding on all parties. Any cost involved in obtaining the list of arbitrators shall be shared by both parties. All costs directly related to the services of the arbitrator shall be paid by the losing party.

Witnesses, Court Reporter

Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter’s recording or request a copy of any transcript.

Section 8.4. Grievance Form, Information. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

- A. Grievied employee’s name and signature.
- B. Grievied employee’s classification.
- C. Date grievance was first discussed and name of supervisor with whom the grievance was discussed.
- D. Date grievance was filed in writing.
- E. Date and time grievance occurred.
- F. The location where the grievance occurred.
- G. A description of the incident giving rise to the grievance.
- H. Specific articles and sections of the Agreement violated.
- I. Desired remedy to resolve the grievance.

Section 8.5. Group Grievance. A grievance may be brought by any bargaining unit employee. Grievances that affect more than one (1) employee may be filed as a group grievance. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting said employees, one (1) employee selected by such group will process the grievance. When a group grievance is filed, the grievance shall identify by name all bargaining unit employees alleged to be affected by the resolution of the grievance.

Section 8.6. Advanced Step. Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it

originates.

Section 8.7. Work Days. For purposes of this Article, work days shall be defined as those days upon which the employee was scheduled to perform services for the Employer. In counting work days at each step of the grievance procedure, the parties agree to count the work days of the employee when the employee is the moving party and the work days of the Employer when the Employer is the responding party.

Section 8.8. Employer Representative. The Employer shall provide the Union with a list of management’s designated representatives for each step of the grievance procedure.

ARTICLE 9
NO STRIKE/NO LOCKOUT

Section 9.1. No Strike. The Union agrees that it shall not, directly or indirectly, call, sanction, encourage, finance and/or assist in any way, in any strike, walkout, work stoppage, slowdown or any interference of its members of any operation or operations of the Employer for the duration of this Agreement.

No employee shall engage in any strike, sit-down, slowdown, sit-in, cessation or stoppage of work of any kind with the Employer’s operations.

Section 9.2. Union Cooperation. The Union shall cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violations of Section 9.1. In the event a violation occurs, the Union shall immediately notify all employees that such action is a violation of this Agreement and is subject to possible discharge or other disciplinary action. Such discharge or disciplinary action of the employee is subject to the grievance procedure. The Union will promptly request and advise all employees to cease the violation and to return to work at once.

Section 9.3. No Lockout. The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union during the term of this Agreement. A violation of this section shall entitle the employee or employees to wages due to any lockout.

ARTICLE 10
SENIORITY

Section 10.1. Definition. “Seniority” shall be computed on the basis of uninterrupted length of continuous service with the Employer (Tuscarawas County Job and Family Services). A termination of employment lasting less than thirty-one (31) days shall not constitute a break in continuous service. Once continuous service is broken, unless the employee is reinstated, the employee loses all previously accumulated seniority.

Section 10.2. Loss of Seniority. Employees shall lose all seniority and rights upon any of the following:

- A. Discharge for just cause;
- B. Retirement;
- C. Layoff in excess of twenty-four (24) months;
- D. Failure to return to work within three (3) days of recall from layoff, unless the failure to return within such three (3) days is not within the control of the employee, or within such three (3) days the Employer agrees to an alternate date for the employee to return to work;
- E. Failure to return to work upon expiration of a leave of absence;
- F. Absence of three (3) or more consecutive work days without calling in;
- G. Absence of three (3) or more consecutive work days without reasonable excuse;
- H. Resignation from employment with the Department;
- I. Absence from employment for a period of two (2) or more years for any cause, except military leave of absence.

Section 10.3. Accrual of Seniority. Employees shall continue to accrue seniority during the following:

- A. Absence while on approved paid or unpaid leave not exceeding two (2) years;
- B. Military leave of absence;
- C. Layoff not to exceed twenty-four (24) months.

Section 10.4. Definition. “Bargaining Unit Seniority” shall be computed on the basis of the employee’s uninterrupted length of continuous service with the Employer while in the bargaining unit. In the event an employee has a break in service as stated in Section 10.2 the employee shall lose all previously accumulated bargaining unit seniority.

Section 10.5. Seniority List. The Employer shall update agency seniority lists semi-annually and provide a copy to the Union.

Section 10.6. Loss of Bargaining Unit Seniority. In the event an employee is promoted to a position outside of the bargaining unit the employee shall cease to accrue bargaining unit seniority. An employee that was not an original hire into a bargaining unit position shall begin to accrue bargaining unit seniority effective their hire date into the bargaining unit position.

ARTICLE 11 **HOURS OF WORK/OVERTIME**

Section 11.1. Hours of Work. This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services; from establishing the work schedules of employees; or establishing part-time positions, provided such part-time positions do not replace full-time employees. This

Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 11.2. Work Week. The standard work week for all full-time employees covered by the terms of this Agreement shall be forty (40) hours, exclusive of a lunch period. The standard work week for all part-time employees shall be at least twenty-four (24) hours, but no more than thirty-two (32), exclusive of a lunch period, except in emergency situations. The work week shall be computed between 12:01 a.m. on Sunday of each calendar week and at 12:00 o'clock midnight the following Saturday.

Section 11.3. Required Overtime. When an employee is required by the Employer to be in active pay status for more than forty (40) hours in a calendar week, as defined in Section 1 above, he shall be paid overtime pay for all time in active pay status in excess of the forty (40) hours herein; or, at his/her option, he may elect to take compensatory time off pursuant to Article 12, "Compensatory Time." Overtime pay shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay. An employee is considered to be in "Active Pay Status" when they are on paid leave, including but not limited to compensatory time, vacation, sick, personal, bereavement/funeral, holiday and paid administrative leave.

Section 11.4. Unscheduled Overtime. Whenever an unplanned/unscheduled situation arises that requires an employee to work past his normal work hours/work shift, and said time results in an employee being eligible for overtime payment (pursuant to Article 11, Section 3), the eligible employee shall have the option of flex time, compensatory time, or a cash payment. Planned and/or scheduled situations that require an employee to start earlier or work past his normal work hours/work shift may be "flexed."

ARTICLE 12 **COMPENSATORY TIME**

Section 12.1. Compensatory Time. Employees electing to take compensatory time off in lieu of pay for overtime hours worked shall so inform the Employer and shall be permitted to take one and one-half (1 1/2) hours compensatory time for every eligible overtime hour worked.

Section 12.2. Compensatory Time Bank. Employees may not accumulate or maintain more than forty (40) hours compensatory time to their credit.

Section 12.3. Time to Use Compensatory Time. Compensatory time must be taken within eighteen (18) months of its being earned by an employee.

Section 12.4. Scheduling Compensatory Time. The taking of compensatory time by employees is subject to supervisor approval and the workload requirements of the agency and may be denied if workload requirements so mandate. Twenty-four (24) hour advance notice of the intended use of compensatory time shall be given the Employer by the employee unless emergency circumstances make such notification impossible, in which

case the Employer may waive the advance notice requirement.

Section 12.5. Conversion of Compensatory Time. An employee will be entitled to compensation, at time and one-half (1 1/2) of the applicable rate of pay, i.e., the rate at which it was earned, for all actual overtime hours worked and not compensated by use of compensatory time within the limits of this Article, upon separation or layoff, or the expiration of the eighteen (18) month period from the date such compensatory time was earned.

ARTICLE 13
ON-CALL REQUIREMENTS AND COMPENSATION

Section 13.1. On-Call Payments. When the Employer requires that an employee in Social Services be “on-call,” such employee shall:

- A. Receive a minimum of twenty-eight dollars (\$28.00) for each day Monday through Thursday, thirty-five dollars (\$35.00) Friday through Sunday, and forty dollars (\$40.00) for the recognized holidays described in Article 29 and for Christmas Eve, except Christmas Day and New Year’s Day, where such payment will be forty-five dollars (\$45.00), that they are on such duty; and
- B. Be paid at one and one-half (1 1/2) times their normal hourly rate for all hours actually worked in excess of their regularly scheduled eight (8) hour work day, or be paid a minimum of four (4) hours computed at normal hourly pay, whichever is greater; or
- C. Receive compensatory time computed at one and one-half (1 1/2) times that amount of time actually worked in excess of their regularly scheduled eight (8) hour work day. Should an employee elect to receive compensatory time in lieu of a cash payment, as described in “B” above, such time shall be credited at a minimum of four (4) hours straight time or at time and one-half (1 1/2) for all hours worked, whichever is greater. Such compensatory time shall be credited and used pursuant to the restrictions and requirements of Article 12, “Compensatory Time.”
- D. The method of compensation received shall be at the employee’s option.

Section 13.2. Pager/Cell Phone, Response. Those employees assigned on call duty shall be required to carry a pager/cell phone at all times during the period of such duty. Employees who are subject to on-call duty must be able to respond within a one-half (1/2) hour travel time period of the county seat or make temporary lodging arrangements within a one-half (1/2) hour radius while performing on-call duty.

Section 13.3. Assignments for On-call. 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 prior notice of such trade. The on-call duties shall be assigned as equally as practicable among qualified employees holding the position of Social Service Worker 3.

Section 13.4. Time Worked. 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 including all required travel time. Specifically excluded shall be time an employee in “on-call” status may spend in telephone consultation and assessment.

Section 13.5. Personal Vehicle. If an employee is required to use their private vehicle for an on-site visitation call, they shall be compensated for their mileage at the rate pursuant to Article 27, Section 1, of this Agreement. Mileage will be paid from the site the call was received to the on-call site and to the return to the site of the call or to the employee’s home, whichever is applicable.

Section 13.6. Employee on Leave. An employee that has approved leave will not be placed on the on-call schedule during the employee’s scheduled vacation. However, employees may at their request be placed on-call during vacation leave and if needed will report for work. Any employee that submits a vacation request after the on-call schedule has been posted must find a replacement to cover his on-call responsibilities; otherwise, the employee’s vacation request will be denied by the Employer. Any employee that accepts the on-call of another employee is responsible to work on-call or find a replacement to cover the on-call.

Approved leave, for purposes of this section, shall be defined as Monday-Thursday and/or Friday-Sunday.

Section 13.7 On-Call Schedule. On-Call schedule will be available by:

- 11/15 for January - March
- 2/15 for April - June
- 5/15 for July - September
- 8/15 for October – December

ARTICLE 14
BARGAINING UNIT WORK

Work that is customarily performed by employees in the bargaining unit shall not be performed by supervisors or other unqualified employees on a regular basis except under the following or like conditions:

- A. In the event of an emergency.
- B. Work necessary to restore and/or maintain normal daily operations when qualified bargaining unit members are not readily or immediately available.

- C. During periods of instruction or training or demonstrating proper methods or procedures.
- D. In the event of a temporary absence of a bargaining unit worker, with the supervisor limited to no more than ten percent (10%) of the affected employee's duties and responsibilities.

ARTICLE 15
VACANCY AND PROMOTIONS

Section 15.1. Vacancies. The parties agree that all appointments to positions covered by this Agreement, other than original appointments, shall be filled in accordance with this Article. It is specifically understood and agreed that the Department of Administrative Services shall have no jurisdiction or authority over bargaining unit employees who have completed an initial probationary period.

Section 15.2. Posting of Vacant Position. Whenever the Employer determines that a permanent vacancy exists within the bargaining unit, a notice of vacancy shall be posted on the employees' bulletin board for five (5) work days. During the posting period, anyone not in initial new hire probationary status wishing to apply for the vacant position shall do so by submitting a written Tuscarawas County Job and Family Services Employment Application. Such application must contain all documentation supporting applicant's ability to meet the minimum qualifications for the job as determined by the Employer. The Employer shall not consider any applications submitted after the posting date deadline at 4:30 p.m. on the fifth (5th) agency work day, or which do not meet the minimum qualifications for the job.

Section 15.3. Content of Posting. The position posting notice shall state the following:

- A. classification title;
- B. pay range;
- C. unit and immediate supervisor;
- D. position description;
- E. minimum qualifications;
- F. person to contact for applying;
- G. deadline for submitting application.

Section 15.4. Applications. All timely-filed applications shall be reviewed by the Employer considering the following criteria: qualifications, education, previous job performance, excluding probationary evaluations unless no other evaluation exists, disciplinary record, work experience, and bargaining unit seniority.

Section 15.5. Tie Breaker. If two (2) or more employees are substantially equal in meeting the criteria outlined in Section 15.4 above, then bargaining unit seniority shall govern in the awarding of the position.

Section 15.6. Lateral Transfer. The Employer shall give preferential consideration to a timely-filed application of an employee who is in the same classification as the vacant position and is, therefore, requesting a position control number change to the vacant position. Whenever two (2) or more employees are requesting a position control number change to the vacant position, the Employer shall consider the following criteria: education, disciplinary record, previous job performance, and seniority.

An employee shall be limited to one (1) position control number change in a twelve (12) month period.

Section 15.7. Promotion. A promotion is defined as the transfer of an employee to a position within the bargaining unit which carries a higher salary range than that previously held. The promoted employee shall be placed in a step which allows at least a four percent (4%) increase in the base pay.

A demotion is defined as the transfer of an employee to a position within the bargaining unit which carries a lower pay range than that previously held. An employee who is demoted shall be placed in the step of the lower pay range which is closest, without exceeding his prior hourly rate of pay.

Section 15.8. Selection for Position. The position shall be awarded to the individual whom the Employer determines best meets the criteria outlined in Section 15.4. If an employee is selected, he/she shall be compensated at the appropriate rate on the first day he/she is assigned the new job title. Individuals who are awarded a bargaining unit position, pursuant to this article, shall not be certified against. It is understood, however, that affected employees shall remain subject to Article 18, Probationary Periods. In addition, an employee who successfully completes the initial one (1) calendar year probationary period shall be considered a certified, permanent employee for all purposes.

Section 15.9. Alternate Selection. If no employee submits an application for the position, or if an employee(s) has applied but no employee is deemed qualified for the position, then the Employer may fill the position with a qualified applicant outside of the bargaining unit.

In the event a declared vacancy is posted, and an employee is awarded said vacancy, but prior to occupying the vacancy the employee is awarded a different position, the Employer agrees to re-post the vacancy for one (1) work day. Previously filed applications will also be considered.

Section 15.10. Notice to Applicants. Once the selection has been made, the Employer will notify all applicants and the Union of the selection.

Section 15.11. Filing Applications. Employees who are absent for the entire posting period of a vacancy due to vacation, approved sick leave, or approved leave of absence, and are interested in applying for a vacancy, shall, prior to beginning such leave, give written notification to the Director that they wish to be considered along with other

applicants on the basis of the criteria set forth in Section 15.4 herein. In the event of a bona fide emergency where the employee is unable to submit such notification prior to leaving, the Employer will accept the notification provided it is received within five (5) work days following the effective date of the leave. The Employer shall contact such employees for the purpose of soliciting additional application data from such employees or a waiver from the employee for that posting.

An employee must be available to assume the duties of the position within thirty (30) days of notification of their selection.

Section 15.12. Temporary Appointment. Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis, pursuant to Article 16, "Temporary Assignment and Pay."

Section 15.13. Promotions. Employees awarded a promotion shall be moved to the new position within sixty (60) days of the award.

ARTICLE 16 **TEMPORARY ASSIGNMENT AND PAY**

Section 16.1. Temporary Assignment, TWL. The Employer may temporarily assign employees to other classifications based on the needs of the agency in instances such as absenteeism, replacement for short term or long term leaves of absence, and short term need for additional manpower. Employees may decline temporary assignments to supervisory positions excluded from the bargaining unit.

Any employee within the bargaining unit who is temporarily assigned to duties of a position with a higher pay range than the employee's own shall be paid the greater of (a) the classification salary base of the higher level position, or (b) a rate of pay at least five percent (5%) above his current base rate of compensation, for all hours so assigned upon the completion of two (2) days in the assignment, and retroactive to the time the assignment began and for the duration of the assignment. Those assigned a lower classification will receive no less than their normal rate of pay for all hours assigned and worked.

In the event the Employer wants to continue a temporary assignment beyond fourteen (14) days, then the Employer shall post the position to be filled in accordance with the provisions of Article 15 and fill the temporary assignment in accordance with the terms of Article 15. Upon completion of the temporary assignment the employee shall be returned to their previously held classification.

Section 16.2. Temporary Assignment to Fill Vacancies. Temporary assignments made to fill vacancies pending permanent filling of such vacancies will not normally exceed twelve (12) weeks. Extensions may only be based on unavailability of qualified applicants and shall be done by mutual agreement of the parties.

Section 16.3. Temporary Assignment to Fill Leaves of Absence. Temporary assignments replacing persons on long term leaves of absence (in excess of twelve [12] weeks) may be continued until twelve (12) weeks beyond the expiration of such leave, pending the decision to permanently replace a severed employee. Further extensions may only be based on the mutual Agreement of the Employer and the Union. Such temporary assignments due to long term leaves of absence shall be made based on the procedures set forth in Article 15, “Vacancy and Promotions.” Upon completion of the temporary assignment, the employee shall be returned to their previously held classification.

Section 16.4. Temporary Assignment to Fill Newly Established Positions. Temporary assignments made to fill newly established positions whose bargaining unit status is pending before SERB shall continue until such time as SERB has rendered its binding decision pursuant to Article 3, “New Job Classifications.”

ARTICLE 17 **LAYOFF AND RECALL**

Section 17.1. Notice of Layoff. When the Employer determines that a long term layoff or job abolishment is necessary, it shall notify the affected employees fourteen (14) days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees.

Section 17.2. Classifications for layoff, Order of Layoff. The Employer shall determine in which classification(s) and which work section(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority and their ability to perform the remaining work available without further training. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with least seniority will be laid off first.

Section 17.3. Bumping. Any bargaining unit employee receiving notice of layoff shall have up to three (3) work days following receipt in which to exercise his right to bump any less senior employee within the same classification series, provided the more senior employee does possess the skill, ability and qualifications to perform the work without further training.

In the event an employee is unable to bump in accordance with the above-referenced procedure, said employee may bump the least senior employee within a classification(s) previously held provided:

- A. The bumping employee has more seniority than the employee who is to be bumped; and
- B. The bumping employee meets the minimum qualifications in effect in the classification/position when and where the bumping occurs.

An employee who is bumped from his position shall have three (3) work days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or skill, ability and qualifications to bump another employee as described herein shall be laid off and placed on the appropriate recall list.

Section 17.4. Recall List. Employees who are laid off shall be placed on a recall list for a period of two (2) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are presently qualified to perform the work in the job classification to which they are recalled without further training, beyond that training which they would have received had the layoff not occurred.

Recalled employees shall be returned to their same or similar classification, if available. Recalled employees that are returned to their previous or similar classification shall receive any updated training that they would have received had the employee not been laid off from work.

Section 17.5. Notice of Recall. Notice of recall from a layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 17.6. Return from Recall. The recalled employee shall have five (5) calendar days following the date of receipt of the recall notice to notify the Employer of his intention to return to work and shall have ten (10) calendar days following the receipt date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

ARTICLE 18 **PROBATIONARY PERIODS**

Section 18.1. Initial Probationary Period. Every newly hired and/or transferred employee will be required to complete a probationary period. The probationary period shall begin on the first day for which an employee receives compensation from the Employer and continue for a period not to exceed one (1) calendar year.

Said employee(s) may be terminated any time during the above-referenced applicable probationary period and shall have no appeal over such removal.

Section 18.2. Promotional Probationary Period. Any employee who has been awarded a vacant full-time position, pursuant to Article 15 herein, will be required to successfully complete a probationary period in the new position. The probationary period shall begin on the effective date of the appointment and shall continue for a period of one (1) calendar year. An employee who evidences unsatisfactory performance in the new position may be returned to his former job duties any time during the probationary period. During the first twenty (20) work days of this probationary period, an employee may choose to return to their former position, or if applicable, employment status. An employee who does not

successfully complete probation or chooses to return to his position shall be paid his former rate of pay.

Section 18.3. Extension of Probationary Period. Any probationary employee who has lost work time due to sick leave, an authorized leave of absence, or vacation leave in excess of five (5) consecutive days, shall have his/her probationary period extended by the length of time lost. Said extension shall be computed on a day-for-day basis; that is, for each work day lost, the probationary period shall be extended an additional work day. The employee's anniversary date will be the revised date for their annual review and any step increases. An employee in an initial, new hire probation period will not be eligible for vacation leave during their probationary period.

ARTICLE 19 **DUES DEDUCTION**

Section 19.1. Dues Deductions. The Employer agrees to deduct Union membership dues in accordance with this Article for all employees eligible for the bargaining unit.

Section 19.2. Monthly Deductions. The Employer agrees to deduct regular Union membership dues biweekly from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employee. Upon receipt of the proper authorization, the Employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Section 19.3. Indemnification. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of Union dues. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 19.4. Cessation of Deduction. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5) written revocation of the check-off authorization, in accordance with the terms of this Agreement. An employee may revoke their individual "check-off" authorization by giving a written notice to the Employer and the Union. Said notice shall include proof of service (i.e., certified, registered letter). Upon receipt of written notice, the Employer shall be relieved of such individual "check-off" deduction in the applicable pay period following said receipt.

Section 19.5. Insufficient Earnings. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to

receive sufficient wages to make all legally required deductions in addition to the deduction of Union dues.

Section 19.6. Claims for Errors. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 19.7. Notice for Change. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues deductions.

Section 19.8. Dues Authorization. Except as otherwise provided herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Section 19.9. Submission to Union. The Employer agrees to deposit by electronic ACH transfer the amount of the deduction with an alphabetical listing of employees from whom deductions have been made, to be transmitted to the Controller with a copy to the Union no later than the tenth (10th) day following the payroll period in which the deductions were made.

The submission of dues will be made by deposit via electronic ACH transfer payment to the financial institution designated by the Union. The Union shall provide the Employer written authorization to make deposits to the financial institution, the routing number, and account number.

Section 19.10. Claims for Errors. The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made in writing to the Employer within sixty (60) days after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the Union dues deduction would normally be made by deducting the proper amount.

Section 19.11. Compliance with Law. The Union warrants and guarantees that no provision of this Article violates the law or Constitution of either the United States of America or the State of Ohio. Should the Employer be sued by any person or entity or charged by any administrative agency on any theory arising in any way out of this article, the Union shall indemnify the Employer for all expenses it incurs in its defense including, but not limited to, reasonable legal fees. The Union shall indemnify the Employer for any award made against it as a result of this Article.

ARTICLE 20
BULLETIN BOARDS

Section 20.1. Bulletin Board Space. The Employer agrees to provide space for bulletin boards in agreed upon areas of each facility for use by the Union.

Section 20.2. Permitted Postings. Union notices relating to the following matters may be posted without the necessity of receiving the Employer’s prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections;
- E. Results of Union elections;
- F. Reports of non-political standing committees and independent non-political arms of the Union.

Section 20.3. Additional Postings. All other notices posted on the bulletin boards must receive prior approval of the Employer or his designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous or derogatory attacks upon the administration;
- C. Attacks on any other employee organization, regardless of whether the organization has local membership; and
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 20.4. Union Related Postings. No Union related materials of any kind may be posted anywhere in the Employer’s facilities or on the Employer’s equipment except on the bulletin boards designated for use by the Union.

ARTICLE 21
UNION REPRESENTATION

Section 21.1. Staff Representatives. The Employer agrees to admit not more than two (2) Union staff representatives to the Employer’s facilities during the Employer’s normal office business hours, Monday through Friday. The staff representative(s) shall be admitted to the Employer’s facilities and sites for the purpose of processing grievances or attending meetings as permitted herein. Normally, twenty-four (24) hours advance notice of such staff representative visits will be provided to the Employer. However, the parties recognize that circumstances sometime exist which make such advance notification impossible, and the Employer agrees in such cases to waive the twenty-four (24) hour advance notice requirements upon the Union’s reasonable demonstration of such circumstances. In any case, upon arrival, the Union

staff representative shall identify himself to the Employer or the Employer's designated representative before entering any work area or speaking to any bargaining unit employee.

Section 21.2. Stewards. The Employer shall recognize four (4) employees to act as Union stewards for the purpose of processing grievances in accordance with the grievance procedure.

Section 21.3 List of Stewards. The Union shall provide to the Employer an official roster of its officers and local Union stewards which is to be kept current at all times and shall include the following:

- A. Name
- B. Address
- C. Home telephone or cell phone number
- D. Union office held

No employee shall be recognized by the Employer as a Union representative until the Union has presented the Employer with written notification of that person's selection.

Section 21.4. Grievance Investigation and Preparation. The investigation and writing of grievances shall be on non-duty time. In contrast, the actual processing of grievances, commencing with the filing of the grievances at the appropriate step of the grievance procedure, may be on duty time. In addition, if grievance hearings, including arbitration and/or mediation hearings, are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing.

Section 21.5. Rules for Union Representation. Rules governing the activity of Union representatives are as follows:

- A. The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt, or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein.
- B. The Union representative and/or an employee shall not leave his respective work area/unit to conduct authorized Union activities without first notifying his immediate supervisor.
- C. The Union shall not conduct Union activities in any work areas without notifying the supervisor in charge of that area of the nature of the Union activity.
- D. The Union employee official (president, vice-president, or stewards) shall cease Union activities immediately upon the request of the supervisor of the area where the Union activity is being conducted or upon the request of the employee's immediate supervisor.

Section 21.6. Orientation. It is agreed between the parties that, when applicable, the designated Union representative shall be permitted a reasonable period of time with a new bargaining unit employee(s) to advise said individual of the functions of Local 2308. Such time shall be included in the New Employee Orientation schedule.

ARTICLE 22
UNION LEAVE

Employees elected or appointed delegates to conferences or conventions conducted by the Union shall be granted time off without pay to attend such conferences or conventions. Such Union leave shall not exceed a total of seven (7) work days per calendar year for the bargaining unit, subject to the workload requirements of the Employer. To be eligible for the use of such Union leave, employees shall give at least seven (7) calendar days advance notice whenever possible of the intended use of such Union leave. No more than two (2) bargaining unit employees may utilize such Union leave simultaneously.

ARTICLE 23
UNION MEETINGS

Section 23.1. Meetings on Non-Work Time. Meetings of the Union shall be permitted on the Job and Family Services Department property when such meetings are not held during the regularly scheduled hours of the participants on the day in question; when there is an unscheduled meeting room available at the agency and when an agency employee is on duty who has the responsibility for securing the building.

Section 23.2. Notice of Meetings. It is the Union's responsibility to notify the Employer at least twenty-four (24) hours in advance of such meetings as outlined in Section 23.1 of this Article for scheduling purposes. However, the parties recognize that circumstances sometime exist which make such advance notification impossible, and the Employer agrees in such cases to waive the twenty-four (24) hour advance notice requirement upon the Union's reasonable demonstration of such circumstances.

ARTICLE 24
LABOR/MANAGEMENT MEETINGS

Section 24.1. Meetings. In the interest of sound labor/management relations, unless mutually agreed otherwise, bi-monthly on a mutually agreeable day and time, the Director and/or his designee(s) shall meet with not more than six (6) employee representatives of the Union to discuss pending problems and to promote a more harmonious labor/management relationship.

Section 24.2. Agenda. An agenda will be devised at the end of each labor/management meeting for the next scheduled meeting. The purpose of such meeting shall be to:

- A. Discuss the administration of this Agreement;
- B. Disseminate general information of interest to the parties;
- C. Discuss ways to increase productivity and improve efficiency;

Section 24.3. Special Meetings. 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. Neither party shall be obligated to attend more than four (4) special labor/management meetings in any contract year.

ARTICLE 25 **SAFETY AND SECURITY**

Section 25.1. Safe Workplace. The Employer shall provide a safe, healthful, and well-maintained working place, including parking lots.

Section 25.2. Safety Committee. A committee is to be formed with two (2) non-bargaining unit employees designated by the Employer and two (2) bargaining unit employees designated by the Union to meet regularly, or when deemed necessary, to discuss and recommend safe and healthful working conditions and procedures for all employees and to suggest rules and regulations to carry out the committee's recommendations.

Section 25.3. Responsibility to Report. All unsafe conditions shall be immediately reported by the employee to the employee's supervisor. The supervisor shall attempt to resolve the safety complaint. If the supervisor is unable to resolve the safety complaint, it shall be forwarded to the Director or his designee who will determine if corrective action can be implemented to eliminate or reduce the potential danger or hazards. If, after action is taken by the Director, the employee believes the reported unsafe working condition still exists, the employee may request that the issue be submitted to the above-referenced committee for review.

Section 25.4. Personal Protective Equipment. When workplace engineering and work practice controls fail to adequately protect employees from safety hazards or reduce health hazards to an acceptable level, the Employer will provide personal protective equipment. Failure to utilize or wear safety equipment and/or personal protective equipment that has been deemed necessary shall subject the offending employee to disciplinary action.

ARTICLE 26 **BREAK AREAS AND TIMES**

Section 26.1. Lunch Room. The Employer agrees to maintain a lunch room/break area with refrigerator, microwave, vending machines and/or other options for food and beverages.

Section 26.2. Breaks. Subject to the provisions of Section 26.3 herein, employees shall have two (2) fifteen (15) minute break periods, one in each half of their regularly scheduled

work day/shift, or shall have up to three (3) five (5) minute break periods in each half of their regular scheduled work day/shift.

Section 26.3. Attendance. In the event an employee is absent for two (2) hours or more on either the first and/or second half of his work shift, the individual will not be eligible for the break period(s), described in Section 2 herein, during the aforementioned portion of his shift.

ARTICLE 27
TRAVEL ALLOWANCE AND MILEAGE

Section 27.1. Personal Vehicle Mileage. If an employee is required to use a privately or personally owned vehicle to travel to required conferences, state meetings, or any other use as a condition of employment, then compensation for said use will be reimbursed at the rate of forty-six cents (\$.46) per mile, unless increased by the Board of County Commissioners. When two (2) or more employees are attending the same conference or state meetings, said employees shall utilize the same vehicle, when practical.

Section 27.2. Liability Insurance. Employees using their personal vehicle must carry liability insurance in limits set by the Ohio Financial Responsibility Law.

Section 27.3. Reimbursement for Conference Expenses. Reimbursement of conference expenses will be made upon proper presentation of receipts, subject to the approval of the Director. Reimbursement will be made within a reasonable time and subject to procedures established by the State and the County Auditor. The County will make reasonable efforts for reimbursement within 30 days following submission/approval of request for reimbursement. If more time is needed the employee will be notified.

Section 27.4. Meals. Expenses incurred for meals while in the performance of County business or when authorized to represent the County, and when such business occurs outside of the County, will be reimbursed at actual cost. However, such reimbursement shall not exceed the daily maximum(s) established by the Board of County Commissioners and defined herein.

Meals will be reimbursed at fifteen dollars (\$15.00) per day when out-of-county business, including travel time, more than four (4) hours but less than twelve (12) hours.

Meals will be reimbursed at thirty dollars (\$30.00) per day when out-of-county business, including travel time, is twelve (12) hours or more.

If the amounts for meal reimbursements and lodging expenses are increased by the Commissioners, the rates established by the Commissioners shall apply.

Meals from 12:00 a.m. to 11:00 a.m. will only be reimbursed when overnight lodging is required and approved for the preceding night. See overnight expenses for requirements.

Receipts for all meals incurred are required and may include a meal gratuity, not to exceed twenty percent (20%) per meal. Alcohol and entertainment expenses are non-reimbursable. Whenever a meal(s) is provided/included in the registration fee for an authorized conference, training session, or other official county business, the daily maximum amounts described herein shall not apply.

Itineraries, brochures, or other documents describing the conference, training session, or other official county business must be submitted along with all receipts for reimbursement.

Section 27.5. Pre-Pay of Expenses. Every attempt will be made to pre-pay by master billing on conferences that are pre-planned and where attendance is required. If not pre-paid, then employees will be reimbursed upon presentation of receipts.

Section 27.6. Lodging. Expenses covering the actual cost of lodging (as approved) per night, plus tax, will be reimbursed in full when an employee travels out of the county on official job-related county business for required conferences, etc., when such travel requires an overnight stay. Payments will be made upon proper presentation of receipts. It is recommended that employees attending required conferences share a room whenever possible and/or practicable. Exceptions to this section may be allowed, as authorized by the Director.

If the amounts for meal reimbursements and lodging expenses are increased by the Commissioners, the rates established by the Commissioners shall apply.

Section 27.7. Miscellaneous Travel Expenses. When travel is required, charges incurred for parking and any highway tolls are reimbursable at the actual amount, upon proper presentation of receipts. Valet parking may be reimbursed in circumstances where alternate parking is not available or more costly. No expense reimbursements are paid for travel between an employee's home and the agency.

Section 27.8. Travel Time. When employees are required by the Employer to attend conferences and/or state meetings, and the travel time to and from such events occur outside the employee's normal work hours but during the employee's normal work day, such time will be compensated at the applicable rate of pay in accordance with the provisions of Article 11, "Hours Of Work/Overtime."

ARTICLE 28 **VACATION**

Section 28.1. Accrual of Vacation Leave. Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon the length of service, as follows:

<u>Length of Service</u>	<u>Vacation</u>
less than 1 year	none
1 year but less than 8 years	80 hours
8 years but less than 15 years	120 hours
15 years but less than 25 years	160 hours
25 years or more	200 hours

Such vacation leave shall be accrued to employees at the following rates:

<u>Annual Vacation Entitled To</u>	<u>Credited Per Pay Period</u>
80 hours	3 hours and 6 minutes
120 hours	4 hours and 36 minutes
160 hours	6 hours and 12 minutes
200 hours	7 hours and 42 minutes

Vacation for part-time permanent employees or employees in paid status less than 40 hours per week will be granted on a pro-rated basis based on the actual hours worked and the length of service after one (1) year of continuous service.

An employee on an unpaid leave of absence shall not earn vacation credit hours during such period.

Section 28.2. Prior Service Credit. New employees of the Employer may be entitled vacation service credit earned in other state or local government agencies in Ohio during previous periods of employment.

An individual or employee who has retired in accordance with the provisions of OPERS or any retirement plan offered by the state, and who is subsequently hired or rehired by the Employer shall not have any prior service with the county, state, or any political subdivision thereof counted for purposes of computing vacation leave. Vacation accrual for such employee shall be based only upon the service with the Department after the date of hire or rehire.

Section 28.3. Minimum Service for Vacation Leave Use. No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until the employee has completed one (1) year of employment with the Employer.

Section 28.4. Vacation Leave - Increments. Vacations shall be taken in minimum increments of actual time off. Vacation time is to be scheduled in accordance with the workload requirements of the Employer.

Section 28.5. Accrual. Vacation leave may be accrued up to the maximum amount as listed below:

<u>Credited Per Pay Period</u>	<u>Maximum Accrual</u>
3 hours and 6 minutes	160 hours
4 hours and 36 minutes	240 hours
6 hours and 12 minutes	320 hours
7 hours and 42 minutes	400 hours

Section 28.6. Holidays During Vacation. Days specified as holidays in this Agreement shall not be charged to an employee’s vacation leave.

Section 28.7. Payment at Separation. An employee is entitled to compensation, at his current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to his credit at time of separation or layoff, and in addition, shall be compensated for any unused vacation leave accrued to his credit, to the maximums set forth in this Article.

Section 28.8. Payment to Estate. In the case of the death of any employee, the unused vacation leave and unpaid overtime to the credit of any such employee shall be paid to the deceased employee’s spouse, or to the estate of such employee.

ARTICLE 29
HOLIDAYS

Section 29.1. Holidays. All full-time permanent employees shall receive time off with full pay for the following holidays:

- | | |
|---------------------------|----------------------------|
| 1. New Year’s Day | 7. Columbus Day |
| 2. Martin Luther King Day | 8. Veterans’ Day |
| 3. Presidents’ Day | 9. Thanksgiving Day |
| 4. Memorial Day | 10. Day after Thanksgiving |
| 5. Independence Day | 11. Christmas Eve |
| 6. Labor Day | 12. Christmas Day |

Section 29.2. Observance of Holidays. Holidays falling on a Sunday shall be observed on the following Monday. Holidays falling on Saturday shall be observed on the preceding Friday. In the event Christmas Eve falls on a Sunday then it shall be observed on the on the preceding Friday. In the event Christmas Eve falls on a Friday then it shall be observed on the preceding Thursday.

Section 29.3. Pay for Holidays. Full-time permanent bargaining unit employees shall receive eight (8) hours, or four (4) hours when applicable, of holiday pay whether or not they work on a holiday.

Section 29.4. Pay for Work on a Holiday. Employees who work on a holiday shall be compensated at one and one-half (1 1/2) times their normal hourly rate of pay for all hours worked on the holiday, when working in the time period recognized as the holiday, in

addition to receiving their automatic holiday pay.

Section 29.5. Holidays During Leaves. If a holiday occurs during a period of sick or vacation leave of an employee, the employee shall draw normal pay and shall not be charged for sick leave or vacation for the holiday.

Section 29.6. Holidays During Unpaid Leaves. An employee on unpaid leave of absence shall not receive payment for the holiday. Further, an employee on an unpaid leave of absence for the entire work day before a holiday shall not receive payment for the holiday.

Section 29.7. Additional Time Not Grievable. Nothing contained herein shall prohibit the Employer from granting additional time off with pay during the term of this Agreement. Any action/non-action regarding this section shall not be subject to the grievance procedure.

ARTICLE 30 **SICKLEAVE**

Section 30.1. Accrual. Sick leave credit shall be earned at the rate of three and seven tenths hours (3.7 hours or 3 hours 42 minutes) for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of twelve (12) days, or ninety-six (96) hours per year. Unused sick leave shall accumulate without limit.

Section 30.2. Prior Credit. An employee who has prior service with the State of Ohio, or any political subdivision thereof, shall be given credit for any earned but unused sick leave balances as a result of such prior public employment upon verification of such balances to the Employer, except that deduction shall be made for any payment or credit given by the previous employer in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from such public service shall be placed on his credit, as provided by this section, upon his re-employment with the Employer, provided that such re-employment takes place within ten (10) years from the date on which the employee was last separated from public service.

Further, any employee or applicant who has had their sick leave converted at a separation from employment or pursuant to a conversion program may not have any such sick leave credited to their sick leave bank with the Employer.

Section 30.3. Exhaustion of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with the appropriate sections of this Agreement.

Section 30.4. Charge for Sick Leave. Sick leave shall be charged according to actual time used for such purpose. Employees shall be charged for sick leave only for days upon which they would otherwise have been regularly scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings. Upon approval of the

Employer, an employee may use compensatory time in lieu of sick leave.

Section 30.5. Reasons for Use of Sick Leave. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

- A. Illness or injury of the employee or of a member of his/her immediate family;
- B. Death of a member of the employee's immediate family;
- C. Medical, dental, or optical examination or treatment of the employee or his/her immediate family which cannot be scheduled during non-working hours;
- D. A member of the immediate family is afflicted with a contagious disease and due to exposure to the contagious disease the presence of the employee at his job would jeopardize the health of others; and
- E. Pregnancy and/or childbirth and other conditions related thereto.

Section 30.6. Funeral Leave. Up to five (5) days sick leave may be granted to the employee in the event of a death in the employee's immediate family, defined as follows: employee's spouse, parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, stepparents, stepchildren, step siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis). Funeral or memorial leave days must be consecutive work days and include the day of the funeral or memorial service. Where the day of the funeral or memorial is on a day the employee is otherwise not scheduled to work, the consecutive work days will be scheduled with the approval of the Employer.

Section 30.7. Sick Leave Request Form. The Employer shall require an employee to furnish a standard written and signed statement explaining the nature of the illness to explain the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action including dismissal.

Section 30.8. Reporting Off Work. When an employee is unable to work, the employee shall call the call-off phone line no later than 8:00 a.m. on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor. In the event circumstances prevent an employee from calling off (e.g., the employee is hospitalized and unable to do so, or an injury or condition prevents the employee from calling off), then as soon as practicable, a member of the employee's immediately family may contact the Employer to call the employee off work.

Section 30.9. Discipline for Sick Leave Misuse or Abuse. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud or the misuse or abuse of sick leave shall be grounds for

disciplinary action including dismissal, together with a refund by the employee of any salary or wages paid in connection with such non-compliance by the employee.

Section 30.10. Physician’s Statement. The Employer may require a physician’s statement from an employee upon the employee’s return to work should any of the following situations occur:

- A. if medical attention is required;
- B. if the employee is absent from work for three (3) or more consecutive days;
- C. if the Employer suspects abuse or misuse of sick leave.

For purposes of this article/section, examples of acceptable documentation will include a physician’s statement signed by the physician, hospital/emergency room bills, and/or proof of death in the family.

Section 30.11. Examination Required. The Employer may require that the employee submit to an examination by a licensed physician or psychologist. The Employer shall choose the examiner. If the results of such examination are disputed by the employee, the employee may obtain and submit to the Employer a second opinion through a physician or psychologist of his own choice. The employee shall be responsible for all costs involved in his own examination by the doctor of his choosing. If the two diagnoses are in conflict, there shall be a third examination by a practitioner selected jointly by the Employer’s doctor and the employee’s doctor. The Employer and employee shall divide the costs associated with the third doctor’s evaluation.

Section 30.12. Sick Leave Bonus. In the event an employee who has been in active pay status for a minimum of a full calendar year uses eight (8) hours or less of sick leave during all pay periods (twenty-six [26] or twenty-seven [27], whichever is applicable) within that calendar year, said employee will be granted one (1) personal leave day with pay to be used during the next calendar year. The scheduling of this personal leave day shall be in accordance with Article 32, “Personal Days.”

ARTICLE 31 **CONVERSION OF UNUSED SICK LEAVE**

Section 31.1. Retirement Conversion. Employees who are both eligible for and who elect to take their public employees retirement benefits shall be entitled to convert accrued but unused sick leave to a cash payment on the following basis:

After completion of ten (10) years of continuous service with Tuscarawas County, a cash payment in the amount of one (1) hour’s pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed two hundred forty (240) hours of pay calculated at one-fourth (1/4) of nine hundred sixty (960) hours of sick leave accrued but unused.

Payment for sick leave conversion shall eliminate all accrued sick leave credit. Such payment shall be made only once to any employee.

Section 31.2. Conversion at Death. Employees who die shall be considered to have terminated their employment as of the date of their death, and shall be eligible for such sick leave payment for which they would otherwise qualify under this article. To qualify for such payment, such deceased employee shall have had, prior to the date of death, ten (10) years of continuous service with Tuscarawas County, and have been eligible to receive PERS benefits prior to death. Such payment shall be made in accordance with ORC 2113.04 or paid to the employee's estate.

Section 31.3. Conversion at Death in the Line of Duty. In the event an employee's death is a result of illness or injury sustained in the performance of his or her regular duties, the employee's spouse or estate shall be paid the employee's accrued but unused sick leave to a maximum of one thousand (1,000) hours. Additionally, the "ten (10) years of continuous service" requirement shall not apply.

ARTICLE 32 **PERSONAL DAYS**

Section 32.1. Personal Days. Four (4) personal leave days shall be granted to each full-time employee, regardless of pay status, each calendar year, to be earned and credited to the employee as follows: one (1) day (eight [8] hours) on January 1; one (1) day (eight [8] hours) on April 1; one (1) day (eight [8] hours) on July 1, and one (1) day (eight [8] hours) on October 1.

Section 32.2. Scheduling Personal Days. The taking of personal leave by employees is subject to the workload requirements of the agency and may be denied if workload requirements so mandate. Twenty-four (24) hours advance notice of the intended use of personal leave shall be given the Employer by the employee unless emergency circumstances make such notification impossible, in which case the Employer may waive the advance notice requirement.

Section 32.3. Annual Carryover. Employees may carryover from one calendar year to the next up to 16 hours of personal leave. The maximum an employee may carryover is 16 hours and total that may be used in a year or on the books is 48 hours. If not used the personal leave converts per Section 32.6.

Section 32.4. Increments. Personal leave shall be taken in increments of actual time used.

Section 32.5. Rate of Pay for Personal Leave. Employees will be paid for said personal leave at their normal hourly rate of pay.

Section 32.6. Transfer to Sick Leave. Up to three (3) personal leave days credited to an employee but not used by December 31 of that year shall be transferred and credited

to that employee's accrued sick leave balance. Further, should an employee retire, in accordance with Article 31, any unused personal leave shall be transferred to the employee's sick leave balance.

ARTICLE 33
COURT LEAVE

The Employer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation for jury duty must be submitted to the Fiscal Officer, unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of a scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those for Worker's Compensation and Unemployment Compensation, hearings. 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 the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay, unless an employee elects to use available compensatory time, vacation time, and/or personal leave.

ARTICLE 34
UNPAID LEAVES OF ABSENCE, DISABILITY SEPARATION

Section 34.1. Leaves of Absence. Employees may be granted the following types of unpaid leaves of absence.

Section 34.2. Disability Leave And Disability Separation. If an employee becomes unable to perform the duties of his position due to a disabling illness, injury, or condition, he may be granted a disability leave for up to six (6) months upon presentation of appropriate medical evidence. If the employee is unable to return to active work status within the period of the leave of absence due to the same or related disabling illness, injury, or condition, the employee will be given a disability separation. If an employee is placed on disability leave without pay, and is subsequently given a disability separation, the total combined time of absence due to the disability shall not exceed two (2) years for purposes of reinstatement rights. A satisfactory written documentation substantiating the cause, nature, and extent of the disabling illness, injury, or condition shall be required prior to the granting of a disability separation, unless the employee is hospitalized at the time the disability leave is to begin or the disability separation is given. If an examination is requested by the Employer, the Employer shall bear the cost of the examination. Upon the employee's return from disability leave or disability separation, he shall be returned to the same or similar position within the employee's former classification. If the employee's former classification no longer exists, the employee shall be assigned to a similar classification. If no similar classification exists, then a layoff situation may occur pursuant to Article 17, "Layoff and Recall."

In addition to the provisions of this and other Articles, if an employee, after a medical or psychiatric examination, is found to be unable to perform the material and substantial duties or essential functions of his position, then the Employer may disability separate the employee.

If an employee applies for disability retirement benefits, the Employer will support that application. However, this provision may not be considered an admission or agreement for workers' compensation benefits.

Section 34.3. Personal Leave Of Absence. The Employer may grant a leave of absence without pay to any bargaining unit employee. The employee must request, in writing, all leaves of absence without pay. The request shall state reasons for taking leave of absence and the dates for which such leave is being requested. Upon such written request, leaves may be granted for a maximum duration of six (6) months for any personal reason. Renewal or extension beyond the maximum allowed shall not be granted except as otherwise specifically provided in this Article.

Section 34.4. Educational Leave. Provided an employee has completed at least two (2) years of service with the Tuscarawas County Job and Family Services, an unpaid educational leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance at any level. An employee shall submit to the Employer pertinent information relating to the training for which the educational leave is requested.

Section 34.5. Child Care Leave. Any employee may, at the discretion of the Employer, be granted a leave of absence without pay for purposes of child care. All requests for leaves of absence without pay for purposes of child care shall be considered on a non-discriminatory basis without regard to the sex of the employee.

Section 34.6. Family And Medical Leave. Eligible employees may be granted Family and Medical Leave, in accordance with the Employer's policy in effect at the time such leave is requested.

Section 34.7. Authorization For Leave. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on the standard Request For Leave Form. Upon demand by the employee, the Employer must furnish to the employee the reasons for denial of the request for an unpaid leave of absence.

Section 34.8. Sick Leave Credit And Vacation Credit During Leave. 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.

Section 34.9. Abuse Of Leave. If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee and the employee may be subject to discipline.

Section 34.10. Reinstatement From Leave. Upon completion of a leave of absence, the employee is to be returned to the same or similar position within the employee's former classification. If the employee's former classification no longer exists, the employee shall be assigned to a similar classification. If no similar classification exists, then a layoff situation may occur pursuant to Article 17, "Layoff and Recall."

ARTICLE 35
HOSPITALIZATION AND LIFE INSURANCE

Section 35.1. Coverage. The Employer shall provide to all full-time bargaining unit employees the same health care insurance plans that are available to non-bargaining unit Tuscarawas County employees. The health insurance shall be made available to all bargaining unit employees pursuant to the same terms and conditions as apply to all non-bargaining unit Tuscarawas County employees of the County Commissioners.

Section 35.2. Life Insurance. The Employer shall provide a ten thousand dollar (\$10,000) death benefit for each full-time bargaining unit employee.

ARTICLE 36
PERS PICK-UP UTILIZING THE SALARY REDUCTION METHOD

The Employer shall pick-up contributions to the Ohio Public Employees Retirement System (OPERS) paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions:

- A. The amount to be "picked-up" on behalf of each employee shall be the rate of 10% (ten percent) of the employee's gross annual compensation or any statutorily mandated increase. The employee's annual compensation shall be reduced by an amount equal to that "picked up" by the Employer for the purpose of City, State and Federal Tax.
- B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.
- C. The parties agree that should the rules and regulations of the IRS or retirement system change make this procedure unworkable, the parties agree to return, without penalty, to the former method of employee/Employer contributions.

ARTICLE 37
WAGES

Section 37.1. Wage Increases. Full-time bargaining unit employees shall receive the following increases as identified in the wage scales attached.

- Effective September 2, 2018, each bargaining unit employee shall receive a 3% wage increase;
- Effective September 1, 2019, each bargaining unit employee shall receive a 3% wage increase;
- Effective August 30, 2020, each bargaining unit employee shall receive a 3% wage increase.

Employees received, effective with the September 1, 2015 wage increases, a \$.50 per hour wage adjustment as a one-time supplemental increase in exchange for the removal of the health insurance premium payment caps.

Section 37.2. Wage Rates/Chart. Full-time bargaining unit employees shall receive the applicable hourly rate of pay in accordance with Appendix “A” herein. Such appendix is made part of this Agreement.

Section 37.3. Longevity. It is further understood and agreed that longevity payment for such bargaining unit employees shall continue for such employees in accordance with Appendix “A” herein.

Section 37.3. Advance Step Placement. Full-time bargaining unit employees hired into bargaining unit classifications may be compensated, in accordance with prior experience in a directly related field, as determined by the Director, subject to the following:

- 2 years experience start at Step 3
- 3 years experience start at Step 4
- 4 years experience start at Step 5
- 5 years experience start at Step 6

Section 37.4. Advanced Degrees. Employee(s) who possess and/or earn a master’s degree in the required educational qualifications shall receive an annual lump sum payment of five hundred dollars (\$500.00). Written verification of the educational qualifications shall be submitted to the Director.

Section 37.5. Supplements for Certifications. An employee who obtains and maintains an accreditation for a Child Development Certificate or a Certified Fraud Investigator shall, in addition to their hourly rate of pay, receive a fifteen cent (\$.15) per hour payment.

An employee who achieves and maintains a state licensure as a Licensed Social Worker

(LSW), a Licensed Professional Counselor (LPC), a Licensed Independent Social Worker (LISW), or Licensed Professional Clinical Counselor (LPCC) shall, in addition to their hourly rate of pay, receive a fifty cent (\$.50) per hour payment. Certified forensic interviewer shall receive a \$.25 per hour payment and an employee that has a proficiency in a foreign language receive a \$.50 per hour payment, this is in addition to their hourly rate of pay.

Supplements will be for those certifications for those persons when assigned to perform the duties or the certification is required for their assigned position and is an essential function for their position. All current employees shall be grandfathered.

ARTICLE 38 **EDUCATIONAL ALLOWANCE**

Section 38.1. Education Allowance. The Employer shall provide an educational allowance, not to exceed one thousand dollars (\$1,000.00), per contract year, per bargaining unit employee, for educational courses that are related to an employee's classification duties and/or coursework that has been deemed beneficial to the Agency by the Director. The Director may limit the number of employees who may participate in this program at any given point in time. In order to be eligible for such allowance, employees must meet the following requirements:

1. be a full-time employee;
2. must have completed one (1) year of service with the Tuscarawas County Job and Family Services;
3. receive prior approval of the course from the Director;
4. Must successfully complete the course with a "C" grade or equivalent or better.

Section 38.2. Submission of Request. After an employee has received the initial approval of the intended course from the Director, and has enrolled/registered with the applicable educational agency, the employee shall notify the Business Office. Such notification shall include written documentation of registration. The Employer shall submit payment directly to the educational agency for the specified amount, not to exceed the limit as defined in Section 1 herein.

Section 38.3. Completion of Course. Upon the successful completion of the course, as described in Section 38.1 (4) herein, the employee shall submit to the Director or the Business Office verifiable documents such as a certificate of completion of the course or the final grade, whichever is applicable.

In the event an employee does not successfully complete the course, the employee shall reimburse the Employer any/all monies paid to the educational agency.

Section 38.4. Tuition Only. For the purpose of this Article, the educational allowance payment made by the Employer shall not include the cost of books, materials, and/or

supplies related to the approved course/coursework.

Section 38.5. Availability of Funds. It is understood and agreed that the application of the provisions of this Article are based solely on funds being available and/or reimbursement procedures required of the Employer. In the event these funds become unavailable, the Employer agrees to notify the Union/affected employee as soon as reasonably possible.

ARTICLE 39
WAIVER IN CASE OF EMERGENCY

Section 39.1. Waiver of Contract. In cases of any emergency declared by the President of the United States, the Governor of the State of Ohio, the County Commissioners, the Sheriff, or the Federal or State legislature, such as acts of God, the following conditions of this Agreement may automatically be suspended:

- A. time limits for Management or the Union’s replies on grievances; and
- B. all work rules, Agreement and/or practices relating to the assignment of all employees.

Section 39.2. Termination of Emergency. 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.

Section 39.3. Emergency Defined. “Emergency” shall be defined as any natural phenomenon or act of man which creates a condition of emergency beyond the capability of the affected local government to control and resolve, utilizing its locally available forces and resources, and any imminent threat of widespread or severe damage, personal injury and hardship, or loss of life and property resulting from any natural phenomenon or act of man.

ARTICLE 40
SEVERABILITY

Should any part of this Agreement or any provision contained herein be declared invalid by operation of law by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part of provisions shall not invalidate the remaining portions hereof and they shall remain in force and effect. In the event any provisions herein are so rendered invalid, upon written request of either party hereto, the Employer and the Union will meet promptly for the purpose of discussing a mutually satisfactory replacement for such provision.

ARTICLE 41
SUBCONTRACTING

During the term of this Agreement, subcontracting may occur for documented purposes of efficiency or economy; availability of funding; in the event that there are insufficient employees to perform the necessary work; or when employees do not have the skill, ability, technical knowledge, or training and equipment to perform such work.

Any subcontracting that is presently, historically, and/or legally mandated or required in the future to be performed may continue and/or be completed for the duration of the Agreement at the discretion of the Employer and in accordance with the applicable sections of Article 4.

ARTICLE 42
SUCCESSOR

This Agreement shall be binding upon the successors and assignees of the parties hereto.

ARTICLE 43
APPLICATION OF CIVIL SERVICE

In accordance with the provisions of Ohio Revised Code (ORC) section 4117.10 (A), all provisions listed in the table of contents of this Agreement are intended to supersede and/or prevail over conflicting and/or additional subjects found in ORC section 124.01 through 124.56, ORC sections 325.19, 9.44, and 4111.03.

ARTICLE 44
DURATION OF AGREEMENT

Section 44.1. Term of Agreement. This Agreement shall be effective as of September 1, 2018 and shall remain in full force and effect until August 31, 2021.

Section 44.2. Successor Agreement Notice. If either party desires to modify or amend this Agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than forty- five (45) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving the notice of intent.

Section 44.3. Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered

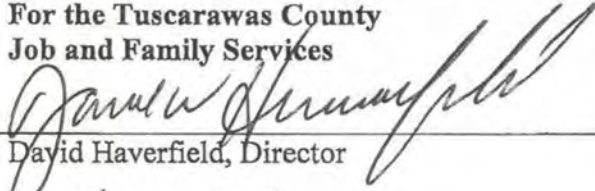
in the Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

Section 44.4. Entire Agreement. This Agreement constitutes the entire Agreement between the parties, and all other Agreements, written, oral or otherwise, are hereby canceled.

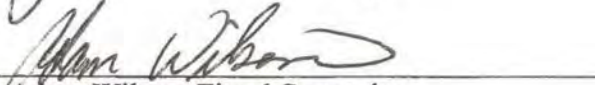
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto signed by their authorized representatives this ____ day of _____, _____.

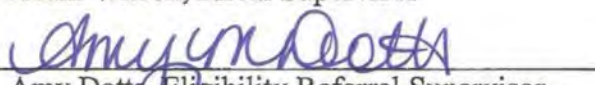
**For the Tuscarawas County
Job and Family Services**



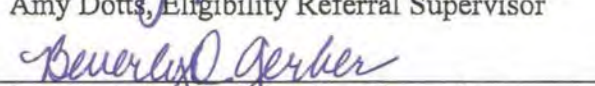
David Haverfield, Director



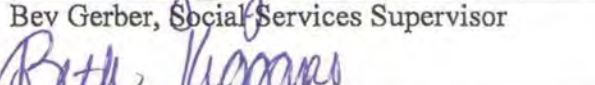
Adam Wilson, Fiscal Supervisor



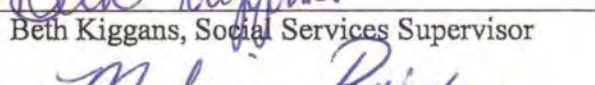
Amy Dotts, Eligibility Referral Supervisor



Bev Gerber, Social Services Supervisor



Beth Kiggans, Social Services Supervisor



Melissa Rainsberg, Training Officer

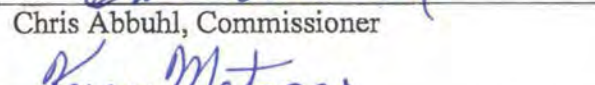
**For the Tuscarawas County
Board of Commissioners**



Joe Sciarretti, Commissioner

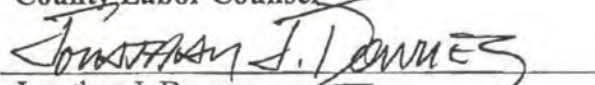


Chris Abbuhl, Commissioner




Kerry Metzger, President

County Labor Counsel

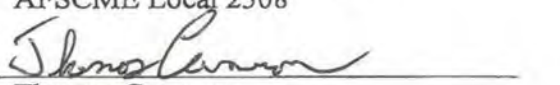


Jonathan J. Downes

**For AFSCME, Ohio Council 8
Local #2308**



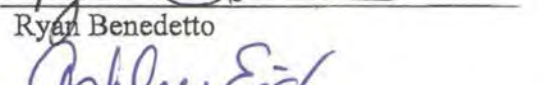
Elaine Affolter, Chapter Chair,
AFSCME Local 2308



Thomas Cannon



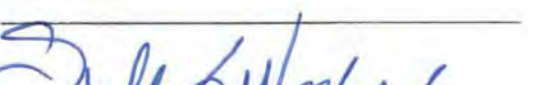
Ryan Benedetto



Ashley Eick



Michelle Crook



Shelby L. Woodall, Staff Representative
AFSCME Ohio Council 8

APPENDIX A - WAGES

BARGAINING UNIT PAY SCHEDULE -09-02-18 THROUGH 08-31-2019- 3.0%

PAY RANGE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
2	HOURLY	12.38	12.70	13.09	13.49	13.96		
	BI-WEEKLY	990.45	1015.99	1047.30	1079.44	1116.52		
	ANNUAL	25751.65	26415.79	27229.90	28065.44	29029.52		
3	HOURLY	12.93	13.25	13.69	14.16	14.62		
	BI-WEEKLY	1034.12	1059.66	1095.10	1133.00	1169.26		
	ANNUAL	26887.12	27551.26	28472.50	29458.00	30400.66		
4	HOURLY	13.49	13.96	14.41	14.86	15.29		
	BI-WEEKLY	1079.44	1116.52	1152.78	1189.03	1222.82		
	ANNUAL	28065.44	29029.52	29972.18	30914.83	31793.22		
5	HOURLY	14.16	14.62	15.10	15.56	15.94		
	BI-WEEKLY	1133.00	1169.26	1207.98	1245.06	1275.55		
	ANNUAL	29458.00	30400.66	31407.58	32371.66	33164.35		
7	HOURLY	15.56	15.94	16.40	16.92	17.42	18.09	
	BI-WEEKLY	1245.06	1275.55	1311.81	1353.83	1393.38	1446.94	
	ANNUAL	32371.66	33164.35	34107.01	35199.63	36227.98	37620.54	
25	HOURLY	13.67	14.16	14.62	15.10	15.56	15.94	
	BI-WEEKLY	1093.45	1133.00	1169.26	1207.98	1245.06	1275.55	
	ANNUAL	28429.65	29458.00	30400.66	31407.58	32371.66	33164.35	
26	HOURLY	14.41	14.73	15.29	15.71	16.18	16.64	
	BI-WEEKLY	1152.78	1178.32	1222.82	1256.60	1294.50	1331.58	
	ANNUAL	29972.18	30636.32	31793.22	32671.60	33657.10	34621.18	

7	HOURLY	16.03	16.42	16.89	17.43	17.94	18.63	
	BI-WEEKLY	1282.14	1313.46	1351.36	1394.21	1435.41	1490.62	
	ANNUAL	33335.74	34149.86	35135.36	36249.41	37320.61	38756.02	
25	HOURLY	14.08	14.58	15.06	15.55	16.03	16.42	
	BI-WEEKLY	1126.41	1166.78	1204.69	1244.24	1282.14	1313.46	
	ANNUAL	29286.61	30336.38	31321.89	32350.24	33335.74	34149.86	
26	HOURLY	14.84	15.17	15.75	16.18	16.67	17.14	
	BI-WEEKLY	1187.38	1213.75	1259.90	1294.50	1333.23	1371.14	
	ANNUAL	30871.98	31557.55	32757.30	33657.10	34664.03	35649.54	
27	HOURLY	15.55	16.03	16.42	16.89	17.43	17.94	18.62
	BI-WEEKLY	1244.24	1282.14	1313.46	1351.36	1394.21	1435.41	1489.79
	ANNUAL	32350.24	33335.74	34149.86	35135.36	36249.41	37320.61	38734.59
28	HOURLY	16.42	16.89	17.43	17.94	18.62	19.35	20.03
	BI-WEEKLY	1313.46	1351.36	1394.21	1435.41	1489.79	1548.30	1602.68
	ANNUAL	34149.86	35135.36	36249.41	37320.61	38734.59	40255.70	41669.68
29	HOURLY	17.43	17.94	18.62	19.35	20.03	20.98	21.86
	BI-WEEKLY	1394.21	1435.41	1489.79	1548.30	1602.68	1678.49	1748.53
	ANNUAL	36249.41	37320.61	38734.59	40255.70	41669.68	43640.69	45461.73
30	HOURLY	18.63	19.34	20.03	20.99	21.86	22.74	23.91
	BI-WEEKLY	1490.62	1547.47	1602.68	1679.31	1748.53	1819.39	1912.50
	ANNUAL	38756.02	40234.27	41669.68	43662.11	45461.73	47304.19	49725.10

BARGAINING UNIT PAY SCHEDULE -08-30-20 THROUGH 08-31-2021- 3.0%

PAY RANGE		STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
2	HOURLY	13.13	13.47	13.88	14.31	14.81		

	BI- WEEKLY	1050.60	1077.79	1110.75	1144.54	1184.91		
	ANNUAL	27315.60	28022.59	28879.55	29757.94	30807.71		
3	HOURLY	13.72	14.06	14.52	15.02	15.51		
	BI- WEEKLY	1097.57	1124.76	1161.84	1201.39	1240.94		
	ANNUAL	28536.77	29243.76	30207.84	31236.19	32264.54		
4	HOURLY	14.31	14.81	15.29	15.77	16.22		
	BI- WEEKLY	1144.54	1184.91	1222.82	1261.54	1297.80		
	ANNUAL	29757.94	30807.71	31793.22	32800.14	33742.80		
5	HOURLY	15.02	15.51	16.02	16.51	16.91		
	BI- WEEKLY	1201.39	1240.94	1281.32	1320.87	1353.01		
	ANNUAL	31236.19	32264.54	33314.32	34342.67	35178.21		
7	HOURLY	16.51	16.91	17.40	17.95	18.48	19.19	
	BI- WEEKLY	1320.87	1353.01	1391.74	1436.23	1478.26	1535.11	
	ANNUAL	34342.67	35178.21	36185.14	37342.03	38434.66	39912.91	
25	HOURLY	14.50	15.02	15.51	16.02	16.51	16.91	
	BI- WEEKLY	1160.19	1201.39	1240.94	1281.32	1320.87	1353.01	
	ANNUAL	30164.99	31236.19	32264.54	33314.32	34342.67	35178.21	
26	HOURLY	15.29	15.63	16.22	16.67	17.17	17.65	
	BI- WEEKLY	1222.82	1250.01	1297.80	1333.23	1373.61	1412.34	
	ANNUAL	31793.22	32500.21	33742.80	34664.03	35713.81	36720.74	
27	HOURLY	16.02	16.51	16.91	17.40	17.95	18.48	19.18
	BI- WEEKLY	1281.32	1320.87	1353.01	1391.74	1436.23	1478.26	1534.29
	ANNUAL	33314.32	34342.67	35178.21	36185.14	37342.03	38434.66	39891.49
28	HOURLY	16.91	17.40	17.95	18.48	19.18	19.93	20.63
	BI- WEEKLY	1353.01	1391.74	1436.23	1478.26	1534.29	1594.44	1650.47
	ANNUAL	35178.21	36185.14	37342.03	38434.66	39891.49	41455.44	42912.27

29	HOURLY	17.95	18.48	19.18	19.93	20.63	21.61	22.52
	BI- WEEKLY	1436.23	1478.26	1534.29	1594.44	1650.47	1728.75	1801.26
	ANNUAL	37342.03	38434.66	39891.49	41455.44	42912.27	44947.55	46832.86
30	HOURLY	19.19	19.92	20.63	21.62	22.52	23.42	24.63
	BI- WEEKLY	1535.11	1593.62	1650.47	1729.58	1801.26	1873.78	1970.18
	ANNUAL	39912.91	41434.02	42912.27	44968.98	46832.86	48718.18	51224.78

APPENDIX B – OHIO WORKS FIRST

The Employer agrees that no bargaining unit employee shall be removed or discharged for the purpose of assigning an Ohio Works First participant to perform the duties of that individual bargaining unit employee, as historically has been practiced.