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**Collective Bargaining Agreement**

**Between**

**Adams County Children Services Board**

**and**

**American Federation of State, County and Municipal  
Employees, Ohio Council 8, Local 3211, AFL-CIO**

**SERB Case No. 2019-MED-10-1201**

**Effective**

**January 1, 2020 through December 31, 2022**

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**ARTICLE 1**  
**AGREEMENT**

In consideration of the covenants, each to the other made, this Agreement is entered into by and between Adams County Children Services Board, hereinafter referred to as the “Employer” and American Federation of State, County and Municipal Employees (“AFSCME”), Ohio Council 8, Local 3211, AFL-CIO, hereinafter referred to as the “Union.”

**ARTICLE 2**  
**RECOGNITION**

Section 2.1. The Employer recognizes the Union as the sole and exclusive representative and bargaining agent for all employees, relative to all matters pertaining to wages, hours of work, terms and all other conditions of employment in the appropriate unit as follows: Included: All employees of the Adams County Children Services Board. Excluded: All Management Level, Supervisory, and Confidential Employees as defined in the act, including: Executive Director, Superintendent, Supervisor, Administrative Assistant, Clerk (to the Executive Director – 1 employee, confidential), Employer Public Information Officer and Placement/Adoption Specialist, as certified by the State Employment Relations Board in case number 99-REP-10-0225.

Section 2.2. In the event the Employer creates a new classification, the Employer shall meet and bargain with the Union with regard to whether the classification is within or excluded from the bargaining unit, subject to the provisions of Section 2.3 of this Article.

Section 2.3. If the parties disagree with respect to the inclusion of a new position, either party may petition the SERB to determine whether the position is included or excluded from the bargaining unit.

**ARTICLE 3**  
**PREAMBLE INTENT AND PURPOSE**

Section 3.1. This Agreement is entered into by and between the Employer and the Union, and has as its purpose to provide a fair and responsible method of enabling bargaining unit members covered by this Agreement to participate through Union representation, a peaceful procedure for the resolution of differences between the parties, and to comply with the requirements of Chapter 4117 of the Ohio Revised Code, and to set forth in its entirety the full and complete understandings and agreements between the parties governing wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein.

Section 3.2. It is the intent and general purpose of this Agreement to promote cooperation and harmony, to promote the mutual interests of the Employer and the bargaining unit employees, to establish procedures for the economic and efficient provision of services, to provide a safe work environment and for the protection of property and avoidance of interruption to any service provided by the Employer or any of its operations. The Union and all members of the bargaining

unit covered by this Agreement agree to cooperate with the Employer to the extent possible to attain and maintain full efficiency and optimum quality of services to the Employer's clients.

#### **ARTICLE 4** **SCOPE OF AGREEMENT**

Section 4.1. The parties acknowledge that during the negotiations, which resulted in this Agreement, each had the unrestricted right and opportunity to present demands and proposals with respect to any matter subject to collective bargaining. Therefore, the Employer and the Union agree that during the term of this Agreement, neither party shall be obligated to bargain with respect to any matter or subject not covered or referred to in this Agreement and that there are no other agreements between the parties, either expressed or implied.

Section 4.2. It is agreed that this written contract reflects the entire agreement between the parties and neither party shall have any obligation to the other or to the employees except as provided for in this Agreement. Amendments or clarifications of this Agreement mutually agreed upon, shall be reduced to writing, attached to and shall become a part of this Agreement.

Section 4.3. A copy of the Agreement will be posted in the workplace.

#### **ARTICLE 5** **SAVINGS CLAUSE**

Section 5.1. If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any applicable valid Federal or State law or regulation, such term or provision shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is or becomes invalid or unenforceable, such validity or unenforceability shall not affect or impair any other term or provision of this Agreement. Upon request by the Employer or the Union, the parties shall meet for the purpose of negotiating an alternative provision(s).

#### **ARTICLE 6** **DEFINITIONS**

Section 6.1. A "full-time" employee is defined as one who has accepted employment with the understanding that he/she will work a schedule of hours per pay period as determined by the Employer. Normally this schedule is based on 40 or more hours in a workweek.

Section 6.2. A "regular part-time" employee is defined as one who has accepted employment with the understanding that he/she will work a schedule as determined by the Employer of less than thirty (30) hours per workweek.

#### **ARTICLE 7** **PROBATIONARY PERIOD**

Section 7.1. New or re-hired employees shall serve a probationary period of three hundred sixty-five (365) calendar days. The probationary period may be extended by the Employer if the employee is absent for more than ten (10) working days.

Section 7.2. Employees receiving promotions shall serve a promotional probationary period of one hundred twenty (120) calendar days. The probationary period may be extended by the Employer if the employee is absent for more than ten (10) working days.

Section 7.3. A probationary employee serving an original probationary period shall have no seniority rights until completion of the probationary period. If, at the end of the probationary period, the Employer decides to retain the employee, the employee's seniority will be established at that time retroactive to his/her most recent date of hire.

Section 7.4. If any former employee whose seniority has been terminated under this Agreement or whose employment has been otherwise terminated prior to the effective date of this Agreement, he/she shall be treated for all purposes under this Agreement as a new employee.

Section 7.5. The Employer shall have the right to terminate any original probationary employee at will. Termination from an original probationary period shall not be subject to the Grievance and Arbitration Procedures of this Agreement.

Section 7.6. A promoted employee who does not pass his/her promotional probationary period will be returned to his/her previously assigned job, or to an available similar job.

## **ARTICLE 8** **UNION SECURITY**

Section 8.1. All employees in the bargaining unit and all new employees shall either become a member of the Union or not become a member of the Union after completion of the probationary period or 60 days following the beginning of employment, whichever is less, or the effective date of the collective bargaining agreement whichever is later.

Section 8.2. Employees who are members of the Union may revoke their union membership at any time by sending written notice to the Union of their desire to drop their Union membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth below.

Any voluntary dues checkoff authorization shall be irrevocable, regardless of whether an employee has revoked union membership, for a period of one year from the date of the execution of the dues checkoff authorization and for year to year thereafter, unless, the employee gives the Employer and the Union written notice of revocation not less than ten (10) days and not more than twenty five (25) days before the end of any yearly period. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

Section 8.3. Upon presentation by the employee or the Union of a written deduction authorization signed by the employee, the Employer shall deduct the monthly dues, initiation fees, and assessments owed by the employee to the Union and promptly forward the same accompanied by an alphabetical list of names, phone numbers and addresses of all employees for whom such payments are made to the Controller of AFSCME, Ohio Council 8, 6800 North High Street, Worthington, Ohio 43085-2512. The Union shall advise the Employer, in writing, of the amounts to be deducted.

Section 8.4. The Employer shall not be obliged to make dues deduction of any kind from the wages of any employee, who, during any dues month involved, shall have failed to receive sufficient wages to equal the aggregate of the dues, initiation fees, or assessment deductions.

Section 8.5. 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 or fair share fees. 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 unless specifically listed above.

Section 8.6. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization may be executed by the employee by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union in the same manner as the dues with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## **ARTICLE 9** **MANAGEMENT RIGHTS**

Section 9.1. The management of the Adams County Children Services /Wilson Children's home has, as it had always had, the exclusive right to manage the business of the Children Services Board and to direct the working forces. Management's failure to exercise any of its rights under this Agreement does not indicate that Management is unable to exercise such rights in the future. The rights of Management include but are not limited to the right to:

1. Determine matters of inherent managerial policy which include, but are not limited to, areas of discretion or policy such as functions and programs of the Adams County Children Services Board, standards of services, its overall budget, utilization of technology and organizational structure;
2. Direct, supervise, evaluate and hire employees;
3. Maintain and improve the efficiency and effectiveness of the Adams County Children Services Board;
4. Determine the overall methods, processes, means and/or personnel by which the Adams County Children Services Board is to be conducted;

5. Suspend, discipline, demote or discharge for just cause or layoff, transfer, assign, schedule, promote or retain employees;
6. Determine the adequacy of the work force;
7. Determine the overall mission of the Adams County Children Services Board as a unit of government;
8. Effectively manage the work force;
9. Take actions to carry out the missions of the Adams County Children Services Board as a unit of local government; and
10. Promulgate reasonable rules and regulations.

Section 9.2. In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its work force, which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those to the Employer.

Section 9.3. The Employer is not required to bargain on subjects reserved to the management and direction of the governmental unit except as affect wages, hours, terms and conditions of employment, and the continuation, modification, or deletion of an existing provision of a collective bargaining agreement. A public employee or exclusive representative may raise a legitimate complaint or file a grievance based on the collective bargaining agreement.

## **ARTICLE 10** **REPRESENTATION**

Section 10.1. The Union will provide the Employer by January 30<sup>th</sup> of each year a written notice of the names of all Union Officers and Stewards that the Employer may have to deal with during the term of the Agreement. Under the terms of this Agreement, when any notification to the Union is required, the Employer will be entitled to rely on the accuracy of any current list of officers until receipt of a revised list.

Section 10.2. In the event any non-employee or off-duty employee who is a Union Officer, Steward or other representative desires to enter the Employer's facility in their capacity of Union Representative, such person shall, if possible, provide the Executive Director or designee reasonable notice prior to the visit. Such visits should be scheduled so as to avoid interference with work and shall be limited to purposes of determining whether provisions of this Agreement are being observed, to confer with bargaining unit members about such matters and for attending meetings with management. Visits to confer with bargaining unit members, should not interfere with the work of any employee or the operation of the Employer, any department thereof or with the care and services provided by the Employer. Representatives who are not employees shall be subject to all visitor regulations of the Employer.

## **ARTICLE 11** **BARGAINING UNIT WORK**



Supervisory employees and other non-bargaining unit members may continue to perform work performed by bargaining unit employees to the extent that such work has been performed in the past, in addition such personnel may perform work performed by the bargaining unit personnel in cases of emergencies, where required to do so for instructional purposes, or where required to do so by absenteeism, or by the non-availability of qualified bargaining unit employees.

## **ARTICLE 12** **NON-DISCRIMINATION**

Section 12.1. Both the Employer and the Union hereby reaffirm their commitments not to discriminate in any manner relating to employment on the basis of any legally protected class, applicable to the Employer.

Section 12.2. There shall be no discrimination toward bargaining unit members by virtue of membership or non-membership in Union affairs.

## **ARTICLE 13** **SENIORITY**

Section 13.1. Seniority shall be a bargaining unit member's length of continuous service with the Adams County Children Services Board.

Section 13.2. Seniority shall be broken when a bargaining unit employee:

- A. resigns – unless reinstated within 1 year;
- B. is discharged for just cause; or
- C. is laid off and not recalled within the recall period.

Section 13.3. The Agency shall provide the Union with a copy of the seniority list within 60 days after the signing of this Agreement. The seniority list shall contain the name, date of hire, job classification, department and date of classification entry of all bargaining unit employees. The Agency shall provide the Union a new seniority list by January 30 of each succeeding year.

Section 13.4. When 2 or more persons are hired on the same day, their respective seniority dates shall be established by the first letter in their last name being closest to the letter A in the alphabet. Successive letters shall be used when the first letter is the same.

## **ARTICLE 14** **LAYOFF AND RECALL**

Section 14.1. When the Employer determines it is necessary to reduce the number of employees in the bargaining unit, the following procedures shall be followed:

- A. Management will determine in which classification(s) the layoffs are to occur.
- B. Bargaining unit employees in each affected classification with the least total continuous service with the Adams County Children Services Board shall be laid off first.
- C. Management shall give the affected bargaining unit employees 21 calendar days written notice of their layoff unless prevented by emergency then notice will be as soon as possible (either Certified or Registered US Mail or by hand-delivery) indicating their right to bump bargaining unit employees within the same classification or lower classification (with less seniority) as determined by pay range, providing the employee is qualified to perform the function of the lower classification. Bargaining unit employees shall also have the right to bump into any classification in which they have previously served (providing there is a position available or there is a less senior employee that could be bumped).
- D. The affected bargaining unit employees shall have 4 working days in which to submit their written requests to exercise their right to bump into any other position previously held or within the same or lower classification. The request to exercise the right to bump must be submitted to the Executive Director.
- E. The affected bargaining unit employee(s) must possess the required qualifications and must also have maintained any required certifications/training in order to bump into a previously held position or into a lower classification. Training will be available to all bargaining unit employees.
- F. Any bargaining unit employee who is bumped out of their position may exercise the same layoff rights as outlined in Section 14.1 (B) and (C) above.

Section 14.2. Any employee who displaces (bumps) into a lower classification shall be assigned to a pay range in the lower classification as follows:

- A. The same numbered pay step in the new classification as the employee occupied in the classification from which he/she was laid off or displaced (bumped); or
- B. The pay step that corresponds with the number of years the employee has served with the Employer, if that step would be higher.

Section 14.3. Prior to laying off any permanent, full-time bargaining unit employee, the following sequential order of reduction shall be implemented within the affected classification:

- A. Seasonal and Temporary Employees;
- B. Probationary Part-time Employees;

- C. Permanent Part-Time Employees;
- D. Probationary Full-time Employees;

Section 14.4. Laid off employees shall have recall rights for a period of eighteen (18) calendar months.

Section 14.5. When the Employer decides to fill a position vacated, bargaining unit employees shall be recalled to the classification from which they were laid off or any lower classification in the inverse order in which they were laid off (provided they are qualified to do the work in the lower classification). It is the responsibility of the laid off employee to keep the Employer informed of his/her current mailing address and telephone number.

Section 14.6. Bargaining unit employees who fail to respond to a written notice of recall sent to the employee's last known address as listed with the Employer, by certified mail return receipt requested, within 10 workdays of the notice shall forfeit his/her right to recall for that particular position.

## **ARTICLE 15** **JOB POSTING**

Section 15.1. The Employer will determine when a job vacancy exists. The Employer will post a notice of all regular job openings for 7 consecutive calendar days. A regular vacancy occurs when there is a new job, when additional employees are needed, or when a replacement is needed for an employee who has retired, quit, is discharged or promoted. The posting will contain: the hours, the job classification, pay, qualifications, or other requirements.

Section 15.2. Eligible employees may, at any time during the period that the job is posted, make written application for such job to the Executive Director or designee. "Eligible Employee" means an employee who has completed the probationary period.

Section 15.3. In determining the successful bidder, the following factors shall govern:

1. Seniority with the Employer
2. Qualifications (e.g., education, past work experience, etc.)
3. Employee's current disciplinary record
4. Work performance
5. Documented sick leave abuse.

Where there is no evidence of (5) and where the factors of (2), (3), and (4) are relatively equal, the employee with the greatest seniority shall be selected.

If no eligible employee shall apply for the job during the posting period, the Employer may (1) assign a willing employee to the job, (2) waive the eligibility requirement, or (3) hire from the outside.

Section 15.4. The employee chosen for a job that is not a promotion shall be given a reasonable time with normal supervision and instruction, which shall not exceed 10 working days worked on the job he/she is chosen for within which to demonstrate ability to perform the duties of the position. The Employer may, at its discretion, extend the 10 working days. When the job is a promotion for the employee, the probationary period for promotions shall apply. If the employee chosen is not assigned the position, the position need not be rebid, but the next senior eligible employee bid for it shall be given the opportunity to demonstrate his/her ability subject to the same conditions. If there were no other bids, the Employer may exercise any of the options in Section 15.3.

Section 15.5. An eligible employee who applied for a job in a higher grade, and who has been awarded a job through the application of the provisions of this Article shall not be eligible to bid on another job for a period of 6 months.

Section 15.6. The Employer may transfer an employee to another job on a temporary basis without a posting to meet client care or service needed for the reasons listed in Section 15. 1 or Emergency of this Article.

## **ARTICLE 16** **DISCHARGE AND DISCIPLINE**

Section 16.1. Employees may be disciplined only for just and reasonable cause. The principles of progressive corrective discipline shall be applied. Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct. Generally, progressive discipline shall mean counseling, verbal warning/reprimand, written warning/reprimand, suspension and discharge. Exceptions to progressive discipline may be made where the severity of the offense warrants.

Section 16.2. A bargaining unit member shall not be peremptorily discharged from and after the effective date of this Agreement, but that in all instances in which Management concludes that a bargaining unit member's conduct may justify suspension or discharge, he shall be entitled to a hearing prior to the suspension being invoked, unless the offense warrants immediate removal from the premises, at which time the employee may be placed on administrative leave with or without pay until the hearing.

Section 16.3. Bargaining unit members are entitled to have a Union representative present during their disciplinary conference including the interview that could lead up to a pre-disciplinary hearing and when a verbal or written reprimand is issued, providing the Union representative is immediately available and can be excused from his/her duties without causing a hardship on other employees or the Employer's functions. If the Union representative is not available or cannot be released, the conference will take place when a Union representative is available.

Section 16.4. Bargaining unit members who are being considered for a disciplinary suspension or discharge shall be notified in writing at least five (5) calendar days in advance of the pre-

disciplinary hearing. The hearing will be held no sooner than forty-eight (48) hours following notice to the bargaining unit member. The notice shall contain the following information:

1. Time, date and location of the hearing;
2. Notice of the bargaining unit member's right to be represented at the hearing; right to call voluntary witnesses and cross-examine any witnesses called by the Employer and right to present evidence to support the bargaining unit member's position.
3. The name of the hearing officer or neutral third party who will conduct the hearing;
4. The specific charge(s), violation(s) or breach(es) of conduct of which the bargaining unit member is accused and the action proposed.

Section 16.5. Bargaining unit members who do not wish a hearing must submit a signed statement to the Executive Director of the Adams County Children Services Board or his/her designated representative.

Section 16.6. A hearing will be held within thirty (30) calendar days from the date of confirmation of the offense, unless an outside agency is conducting an investigation related to the offense for which the employee was disciplined /discharged or the alleged violation involves a criminal felony charge.

Section 16.7. The hearing officer will issue a decision within seven (7) calendar days of the hearing.

Section 16.8. Bargaining unit members may file a grievance in accordance with the grievance procedure contained in this Agreement. However, verbal and written warnings may not be appealed to arbitration.

Section 16.9. Bargaining unit members are to be afforded Union representation at any stage of disciplinary action or the right to waive such in writing. The local President and Ohio Council 8 staff representative shall be copied on the charge letter.

Section 16.10. The Adams County Children Services Board will not consider previous disciplinary action for progressive disciplinary purposes in accordance with the following schedule, providing the employee has not received additional discipline for the same or similar offense during the period of time, in which case the period of time begins with the most recent discipline.

1. Counselings and Verbal Warnings/Reprimands: After 1 year
2. Written Warnings/Reprimands: After 1 year
3. Suspensions: After 3 years

## **ARTICLE 17** **GRIEVANCE PROCEDURE**

Section 17.1. For the purposes of this Agreement, the term "grievance" is defined as an allegation by the Union or by a bargaining unit employee of the Employer that there has been a violation of

the express terms of this Agreement. Such grievance must be submitted on an official grievance form. Should a dispute arise over the interpretation or application of this Agreement, there will be no interruption of work or provision of services.

Step 1: An employee or a designated Union representative on the employee's behalf who has a grievance shall have the right to pursue the matter by presenting the grievance in writing to his/her immediate supervisor within ten (10) calendar days from the date the grievant knew (or should have known) the facts giving rise to the grievance. The grievance shall be in writing, dated and signed by the employee and/or Union representative. The written grievance shall identify the specific contractual provision(s) involved as well as the general details surrounding the possible occurrence upon which the grievance is based. It shall also indicate the date and time of the occurrence, and the specific remedy requested. The immediate supervisor shall schedule a grievance meeting with the employee and Union representative within ten (10) calendar days of his/her receipt of the grievance. Within ten (10) calendar days, the supervisor shall give an answer to the employee in writing.

Step 2: If the grievance is not satisfactorily resolved at Step 1, the grievance may be appealed by the Grievant or Union, in writing to the Employer's Executive Director within 7 calendar days after the Step 1 answer is received. The appeal shall be dated and signed by the Grievant or the Union. The Executive Director shall schedule a meeting to be held within fourteen (14) calendar days of his/her receipt of the appeal. The meeting date and time must be scheduled with the Union staff representative to allow for his/her attendance. The employee may have a representative present. The Executive Director shall give his/her answer to the grievance, in writing, to the designated Union representative within fourteen (14) calendar days after the meeting. Matters not raised in Steps 1 or 2 shall not be raised in arbitration, unless the parties' had no knowledge of the matter during Step 1 or Step 2. Both parties have until seven (7) calendar days prior to the arbitration hearing to notify the other party of any matter they intend to bring forward at the arbitration hearing that hasn't previously been discussed.

Grievance may be moved to Mediation by mutual agreement of the parties within fourteen (14) calendar days of the Step 2 answer. A Mediation meeting will be held at a time and place mutually agreed upon by the parties. The Mediator shall be appointed by SERB or by FMCS.

Section 17.2. The time limitations provided for in this Article shall be strictly complied with, but may be extended by mutual written agreement of the Employer and the Union. Any grievance not: (i) timely filed for disposition at Steps 1 or 2; or (ii) identifying the contractual provision involved, providing general details, and identifying a specific remedy requested at Step 2 shall be void, and any grievance not appealed within the time limits set forth in this Article shall be deemed void. Any disposition of a grievance agreed to by the Union shall be final and binding upon all employees, the Union and the Employer. The Union may withdraw a grievance at any time during Steps 1 or 2 of the Grievance Procedure, provided that such withdrawal shall be in writing, and shall be final. The failure of the Employer to answer a grievance within the time limits set forth above shall be deemed a denial of the grievance, and the Union may thereupon file its appeal to the next step of the grievance or to arbitration, whichever is the next step.

Section 17.3. A grievance, which involves the suspension or discharge of an employee, must be filed in writing directly at Step 2 within ten (10) calendar days after the suspension or discharge of the employee, or it will be void.

Section 17.4. A grievance based upon an event, which raises an issue of identical interest common to a substantial number of employees, must be filed in writing directly at Step 2, within ten (10) calendar days after the occurrence of the event that is based, or it shall be void.

Section 17.5. Grievance meetings will be conducted during the course of normal business hours, unless mutually agreeable otherwise. Employees are entitled to Union representation and the designated Union representative shall be released from their work duties with pay if operationally possible to attend such meetings. If the Union representative is not released the meeting shall be rescheduled so the Union representative may attend.

Section 17.6. Withdrawing of a Grievance: A grievance may be withdrawn by the employee or the Union at any step of the grievance procedure.

## **ARTICLE 18** **ARBITRATION**

Section 18.1. Arbitration: Grievances not satisfactorily resolved after being processed through all steps of the Grievance Procedure except for verbal and written warnings may be submitted to final and binding arbitration by the filing of an intent to arbitrate to the Employer within 30 days of the receipt of the last step answer. If the notice is not so delivered or mailed to the other party, the grievance shall not be furthered considered and the grievance shall be considered resolved at the Step 2 response. No more than 1 grievance (unless there are several grievances concerning the same violation, in such case all would be before the arbitrator as if one grievance) shall be submitted to any arbitrator at any one time without mutual agreement of the parties.

- A. The Union shall request a panel of arbitrators from Federal Mediation and Conciliation Services (“FMCS”) or Arbitration and Mediation Service (“AMS”) within 30 days of the Union notification of intent to arbitrate to the Employer. Upon receipt of the list of 7 arbitrators, an arbitrator shall be chosen by the alternate strike method. The parties may agree to an alternate selection procedure. If either party is dissatisfied with the panel of arbitrators obtained from the organization, then the dissatisfied party must notify the other party within 10 days of receipt of the panel and a second panel shall be requested. The party requesting the second panel shall be required to pay the cost of that second panel. If the opposing party is dissatisfied with the 2<sup>nd</sup> panel of arbitrators obtained from the organization, then the dissatisfied party must notify the other party within ten (10) days of receipt of the panel and a 3<sup>rd</sup> panel shall be requested. The party requesting the 3<sup>rd</sup> panel shall be required to pay the cost of that 3<sup>rd</sup> panel.

- B. If either party desires it, a written transcript will be made of the arbitration hearing and the cost shall be shared equally by the parties. The hearing transcript shall be shared equally by the parties. Each party shall pay its own expenses for witnesses (unless the witnesses are employees of the Adams County Children Services Board, and working in such case these witnesses will be released from work with pay for the time they are needed for the arbitration), preparation and presentation of its case. The arbitrator will conduct the hearing under the voluntary rules of either FMCS or AMS.
- C. The fees and expenses of the arbitrator shall be shared equally by the parties.
- D. The arbitrator shall have jurisdiction only over disputes arising out of grievances as to the interpretation and/or application of the provisions of this Agreement (including disciplinary action to the extent permitted herein), and/or compliance with the provisions of this Agreement, and in reaching his decision the arbitrator shall have no authority to add to or subtract from or modify in any way the provision of this Agreement or concerning the establishment of wage rates not negotiated as part of this Agreement.
- E. The arbitrator's decision shall be final, conclusive, and binding on the Employer, the Union, and employees.
- F. In the event the arbitrator's decision awards the payment of back wages, the amount awarded shall be reduced for any unemployment compensation or earned wages from whatever source.
- G. If either party presents a question of arbitrability to the arbitrator, the arbitrator shall rule on the question of arbitrability prior to ruling on the case.

**ARTICLE 19**  
**SAFETY AND HEALTH**

Section 19.1. The Employer will continue its interest in, and make reasonable provisions for, the safety and health of the employees during their hours of employment and comply with Occupational Safety and Health Act and with applicable Federal and State statutes and regulations. The Union and employees will cooperate with the Employer in this regard, and the employees will, at all times, comply with all rules, regulations, and practices as may be established by the Employer to provide safe, sanitary, and healthful working conditions.

**ARTICLE 20**  
**HOURS OF WORK AND OVERTIME**

Section 20.1. The normal hours of work for employees shall be 40 hours for 5 workdays per week, Monday through Friday, between 8:30 a.m. to 4:30 p.m. subject to Section 20.2 and Section 20.3. Saturday and Sunday hours may periodically be necessary due to emergency services and are a



normal part of the employee's job. The workweek shall commence on Saturday at 12:01 a.m. and conclude the following Friday at 12:00 midnight except all 3rd shift hours are deemed Friday hours.

Section 20.2. The Employer shall set the work schedules and starting times, which shall remain flexible based on the needs of the Employer. The Employer may restructure the normal workday or workweek for purposes of promoting efficiency or improving services, in accordance with this article. In the event the proposed change is of a permanent nature, the Employer shall meet and confer with the Union regarding the proposed change and shall negotiate the change if required by law. Failure to properly sign in or out as required, misrepresenting time worked, altering any time record, or allowing a time record to be altered by another, will result in disciplinary action.

If it is necessary for the Employer to change the Residential Care Worker's schedule once posted, the Employer will provide the bargaining unit employees with a 48 hour notice of such schedule change, unless Section 20.2, paragraph 1, applies.

Section 20.3. The Employer may set shift lengths of 8, 9, 10, or 12 hours in length. Once a schedule is in place for the calendar year, the Employer shall give no less than forty-eight (48) hours notice of any shift change.

Wilson Children's Home Shift Hours are normally:

<u>Effective the First Full Pay Period Following Execution of the Agreement</u>	
<u>Eight (8) Hour Shift Schedule:</u>	<u>Twelve (12) Hour Shift Schedule:</u>
6:00 a.m. to 2:00 p.m.	6:00 a.m. to 6:00 p.m.
2:00 p.m. to 10:00 p.m.	6:00 p.m. to 6:00 a.m.
10:00 p.m. to 6:00 a.m.	

One (1) RCW Floater may be assigned to cover call-offs, vacations, leaves, etc. His or her normal workday would be 2:00 p.m. to 10:00 p.m., Monday through Friday. The Employer may rotate staff for training and operational purposes.

Section 20.4. Shift differential for an eight (8) hour shift schedule shall be paid to second and third shifts as follows:

Second Shift - \$.70  
Third Shift - \$.70

For any twelve (12) hour shift, an employee shall be paid a differential of \$.70/hour. All shift differentials will be paid from the beginning of the shift for employees normally working that shift. If an employee is requested to stay over and work into another shift, other than their regular shift, the employee may be paid overtime or shall accumulate compensatory time as required in accordance with Section 20.5. The only time an employee will receive a rate of pay/shift

differential other than his/her regular pay/shift differential is when he/she stays over, after his/ her regularly scheduled shift, 2 hours or more up to the entire hours in a shift different than the employee's regular shift.

Section 20.5. An employee authorized by the employee's supervisor to perform work while in active pay status in excess of 40 hours in 1 week, shall, at the option of the employee, either be paid at 1½ times his or her regular rate or receive compensatory time off on the basis of 1½ hours off for each hour of overtime. An employee shall designate their option for compensatory time or pay in December of each year for the following calendar year. Active pay status shall include all regular hours actually worked. Time off to use earned compensatory time will be granted within a reasonable time of the employee's request, not to exceed 5 workdays, unless granting the request would unduly disrupt the operations of the Employer. Based on the workload, the Employer may also schedule an employee off for comp time in order to reduce the employee's accumulated comp time hours.

Section 20.6. If an employee has more than 60 hours of accumulated compensatory time, such accumulated compensatory time must be used prior to an employee utilizing accrued vacation for purposes of taking time off. Additionally, if an employee is scheduled to take or takes off work for vacation, personal, and/or sick leave during a period in which the employee is to be paid out compensatory time because it is not used within the requisite 180 days, compensatory time must be used prior to using vacation, personal, and/or sick leave. Also, compensatory time, vacation leave and sick leave, if applicable, must be utilized prior to the use of any unpaid leave time.

Section 20.7. No employee shall be permitted to accrue more than 120 hours of unused compensatory time and any employee who has accrued unused compensatory time to the 120 hour limit shall be paid for additional overtime worked. When the compensatory time accrual drops to 60 hours, compensatory time shall begin accruing up to the 120 limit. Additionally, any compensatory time not used within 180 days of the date of accrual shall be paid at the appropriate rate, unless the Employer and the employee agree otherwise.

Section 20.8. If an employee is paid in cash for accrued compensatory time, he or she shall be paid at the employee's regular rate at the time of the request. Upon termination of employment, unused compensatory time shall be paid at the employee's current rate.

Section 20.9. Employees shall be notified at the earliest possible time, but no less than forty-eight (48) hours, for scheduled overtime.

Section 20.10. Employees on-call may give their on-call assignment to another employee or trade assignment with another employee who is signed up on the on-call list, if agreed to by the supervisor.

Section 20.11. Employees who are on-call shall receive \$25.00 per day for on-call duty for weekdays, \$30.00 per day for on-call duty for weekends and holidays, and \$35.00 per day for on-call where the employee is filling in for another employee or when the employee is mandated to perform the on-call duty. There shall be no reduction from these amounts when the employee is called out. The Employer shall maintain its current scheduling practice for on-call duty.

Management shall attempt to equitably offer on-call duty opportunities. If an employee is scheduled to be on-call, and he or she cannot perform the on-call duty due to verified sickness, the Employer will first ask for volunteers for the on-call assignment. If no employee volunteers for the assignment, the Employer will mandate an employee to work the on-call assignment (based upon a rotating mandate list, starting with the least senior employee qualified to perform the assignment). All bargaining unit employees shall normally be paid on a bi-weekly basis every other Friday between 8:30 a.m. and noon.

Section 20.12. Employees will receive a minimum of 2 hours pay when required to travel for a call-out assignment. Calls that do not involve travel will not apply.

Section 20.13. Employees who are working during the daylight savings time change (twice a year) will be paid for all hours actually worked.

Section 20.14. Tardiness: Employees shall be subject to Director's Letter 2019-07-01 regarding tardiness.

Section 20.15. Overtime Opportunities: Management shall attempt to equitably offer overtime opportunities.

## **ARTICLE 21** **BULLETIN BOARDS**

Official Union notices stating the time and place of Union meetings, elections, results of elections and appointments, social affairs, and dues may be posted on up to two bulletin boards provided for this purpose by the Agency at mutually agreeable locations. No notice shall contain political or controversial matter or any matter reflecting upon the Agency, the Union, or any employees. The Union shall be responsible for its postings.

## **ARTICLE 22** **INSURANCE**

Section 22.1. The Employer shall make available to all full-time bargaining unit employees an insurance plan or plans as offered by Adams County and its Board of Commissioners under O.R.C. 305.171. Eligibility shall be in accordance with the requirements of the plan(s) that are offered. The benefits of coverage shall be as provided by the plan(s) as well as any other terms and conditions of the plan(s).

Section 22.2. The Employer shall pay 88% of the premium of the core plan and the employee shall pay 12% of the premium of the core plan, or the remaining portion of the premium if the employee chooses other than the core plan, through payroll deductions. In the event an employee does not receive any pay during a month he/she shall pay 100% of the total premium. Employee premiums not deducted from payroll must be paid directly to the Adams County Auditor personally. Mail payment is not accepted.

Section 22.3. If any employee elects not to utilize the County Health Insurance Plan, such employees shall be eligible for a \$1,000.00 stipend to be disbursed by December 31<sup>st</sup> of each full year of this Agreement. An employee shall only be eligible if no premium payments were made by the employee or the Employer during the calendar year.

### **ARTICLE 23** **SEPARATION BENEFITS**

Section 23.1. An employee may elect, at the time of disability or service retirement under the Public Employees' Retirement System, to be paid for 25% up to 30 days the value of his/her accrued but unused sick leave. The payment shall be based on the employee's rate of pay at the time of retirement. Upon the death of an employee, earned but unused vacation and comp time shall be paid to the employee's spouse, children or parents, in that order, or to his estate.

Section 23.2. To qualify for this separation benefit, the employee must have 10 years of service with the State, any political subdivision of the State or any combination of such service.

Section 23.3. Payment for sick leave and vacation under this policy will eliminate all vacation and sick leave credit accrued by the employee at that time.

Section 23.4. An employee is entitled to payment for any earned but unused vacation to his/her credit at the time he/she resigns from the Employer. However, no vacation leave may be carried over for more than 3 years. An employee may also be credited for any earned but unused vacation leave for the current year.

### **ARTICLE 24** **MEDICAL LEAVE OF ABSENCE**

Section 24.1. The provisions of the federal Family and Medical Leave Act of 1993 (FMLA) and Amendments and the corresponding FMLA regulations shall be followed. Family and Medical Leave shall be used in accordance with the Employer's FMLA policies and procedures.

### **ARTICLE 25** **SICK LEAVE**

Section 25.1. All permanent Adams County Children Services employees will earn 4.6 hours sick leave per 80 hours of service.

Section 25.2. Unused sick leave may be accumulated without limit. Bargaining unit members applying for sick leave shall take said leave in increments of no less than 30 minute increments per occurrence. The sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

Section 25.3. To justify the use of sick leave, an employee is required to complete and sign a leave request form immediately upon returning to work. Such form is to be submitted to the employee's immediate supervisor for approval. Employees shall not be denied use, or be disciplined, for the legitimate use of sick leave, provided the use does not violate any other terms of this agreement. Employees absent on sick leave for a period of more than 3 consecutive working days shall provide a physician's statement verifying the nature of the illness. Management reserves the right to investigate, deny sick leave, and/or discipline an employee in the following circumstances, which include, but are not limited to: a pattern of abuse; failure to provide a physician's statement; no call-no show; less than one (1) hour's notice of absence; etc. Falsification of either the signed statement or a physician's certification will be grounds for disciplinary action up to and including dismissal. An employee must request to be off sick leave at least one (1) hour prior to the start of their shift by contacting their supervisor, via text message or call, according to Agency policy. An employee must receive acknowledgement of text or make contact to satisfy proper requests.

Section 25.4. An employee may utilize paid sick leave to care for ailing members of his/her immediate family. Immediate family is defined as: spouse, parent or legal guardian, child or foster child, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian or person who stands in place of a parent, step-children, step-parent, step-siblings, or any other relative who resides with the employee.

A limit of 5 days is allowed for the care of the employee's wife and family during the postnatal period.

For an employee to utilize paid sick leave for the care of family members other than those listed above, approval must be received from the employee's supervisor or the Executive Director. When sick leave is requested for the care of a member of the immediate family, the Executive Director may require a physician's certificate stating that the presence of the employee is necessary for the care of the ill person.

An employee who transfers from one county office to another, or who transfers from other public employment in Ohio to Adams County employment without interruption in service, shall be credited with the unused balance of his/her sick leave accumulated in his/her prior service. The employee is responsible for obtaining certification of his/her previously accumulated sick leave for Adams County records.

An employee who has been separated from Adams County Children Services employment but who is re-employed by the Agency shall be credited with his/her previously accumulated sick leave provided it has not been transferred out to another Employer provided the reemployment occurs within 10 years of the date of the employee's last separation from Adams County employment.

Section 25.5. An employee may request an unpaid medical leave of absence of up to 26 weeks because of personal illness or injury. The Executive Director may also place the employee on an unpaid medical leave if, after an informal hearing concerning the employee's condition (at which the employee may have Union representation), the Executive Director determines that the individual is unable to perform the regular duties of his/her position because of illness, injury or

other physical or mental disability. Prior to the hearing, the Executive Director must require the employee to submit to an examination conducted by a licensed physician, psychiatrist or psychologist, (at the Employer's expense) as appropriate to the circumstances. If the employee is hospitalized at the time of the request, the disability leave may be granted without examination. If the decision of the employee's doctor and the Employer's doctor differ, the employee shall be sent to a third doctor (whose decision shall be final). The expense of the third doctor shall be paid by the Employer. The third doctor shall be selected by both the Union and the Employer.

1. To be eligible for an unpaid medical leave an employee must have completed his/her probationary period, have exhausted his/her accumulated: (i) compensatory time; (ii) vacation leave; and (iii) sick leave and provide a medical statement from his/her physician to the Employer that allows the Employer to make a determination that the employee is under doctor's care and is not able to return to work at this time. To maintain medical coverage while on an unpaid medical leave covered by FMLA, an employee shall pay their normal share of the premium cost for the health insurance for him or herself (and for dependent coverage, if applicable). The employee must pay the full premium for all other unpaid leave time. An employee on an unpaid medical leave does not earn sick leave or vacation leave, nor is he/she entitled to any holiday pay. In addition, the employee's anniversary date shall be adjusted to exclude the time spent on the unpaid medical leave.
2. When an employee returns to work from an unpaid medical leave, the employee's reinstatement will be to his/her prior position (if they can perform all the essential functions of their position) or if not available, to a comparable position. If the employee is unable to return to work after the expiration of the 26 weeks unpaid medical leave, the employee shall be on disability separation of employment. The employee may request reinstatement to his or her prior classification or any other classification for which the employee is qualified within a period of 18 months from the date the employee was placed on disability separation of employment.
3. An employee requesting reinstatement from a disability separation of employment may be required to submit to an examination by a physician jointly selected by the parties. The examination must show that the employee has recovered from the disability and is able to perform all of the essential functions of the position for which reinstatement is sought. The Employer shall pay the cost of the examination. The Employer shall reinstate the employee within 30 calendar days from the employee's written application to his/her former position or to a similar position within the same classification.

## **ARTICLE 26** **FUNERAL LEAVE**

**Section 26.1.** An employee shall be granted twenty-four (24) hours of funeral leave with pay, one of which must be the day of the funeral, for a death in the immediate family. Funeral leave shall

be used for purposes of: (i) attending the funeral, a memorial service, or other services related to the death of the immediate family member, and/or (ii) making funeral or memorial service arrangements. The Employer may request verification of the need for funeral leave in the form of a newspaper obituary; documentation from the funeral home regarding funeral services; or other such documentation. Immediate family is defined as:

1. Spouse (paramour)
2. Parent or Legal Guardian (or person who stands in place of parent)
3. Child or foster child
4. Brother
5. Sister
6. Grandparent
7. Grandchild
8. Mother-in-Law
9. Father-in-Law
10. Son-in-Law
11. Daughter-in-Law
12. Brother-in-Law
13. Sister-in-Law
14. Step-Children
15. Step-Parents
16. Step-Siblings

Section 26.2. Leave due to the death of other family members may be granted with the approval of the Executive Director if the employee submits, in writing, the special circumstances. Such additional funeral leave will be deducted from the employee's accumulated sick leave hours.

Section 26.3. Funeral leave taken under Section 26.1 of this Article, will not be charged against employees' accumulated sick leave hours. However, if additional funeral leave is needed, the additional time may be deducted from the employee's accumulated sick leave hours.

## **ARTICLE 27** **UNPAID PERSONAL LEAVE**

Section 27.1. An employee may request an unpaid leave of absence from the Executive Director for personal reasons, including educational pursuits that would benefit the Adams County Children Services Board. Such unpaid personal leave may be granted at the sole discretion of the Executive Director, but shall not be granted unless all compensatory time, vacation leave, and sick leave, if applicable, are exhausted.

Section 27.2. When an employee is unable to predetermine that exact length of his/ her leave, a leave may be granted for up to 6 months for any personal reasons of the employee, which are deemed sufficient by the Executive Director. The employee may be permitted to return to work at any time during the 6 month period, provided said employee gives the Executive Director at least

2 weeks written notice of his/her desire to return to work. If a leave of absence is granted for a definite period of time, the employee may be reinstated prior to the expiration of the leave.

Section 27.3. An employee does not earn vacation leave or sick leave during the unpaid leave of absence.

Section 27.4. An employee on an unpaid leave of absence is responsible for payment of the total premium due for continued hospitalization coverage.

## **ARTICLE 28** **UNION LEAVE**

The Employer shall grant up to 6 total unpaid days each calendar year for employees who are designated as Union officers or representatives to attend Union functions. Such leave must be requested in writing 5 workdays in advance. Union leave is the total amount available for the bargaining unit, but may be split among those eligible. This leave shall not be carried over from one year to the next year.

## **ARTICLE 29** **DONATION OF LEAVE TIME**

Section 29.1. An employee may donate leave time to another employee who is otherwise eligible to accrue and use sick leave; however, an employee may only donate a total of forty (40) hours of sick leave per calendar year.

Section 29.2. An employee may receive donated leave time, up to the number of hours the employee is scheduled to work each pay period upon notification to the Executive Director, if the employee who is to receive donated leave or a member of the employee's immediate family, as defined in the Sick Leave Article, has a serious illness or injury; has no accrued leave or has not been approved to receive other paid leave; and has not applied for any paid leave, workers' compensation or other compensation program for which the employee is eligible.

Section 29.3. Employees may donate leave if the donating employee voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned; donates a minimum of 8 hours; and retains a combined leave balance of at least 80 hours. Leave shall be donated in the same manner in which it would otherwise be used.

Section 29.4. Donated leave time shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits, which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional donated leave may be received. Donated leave time shall not count toward the probationary period of an employee who receives donated leave during his or her probationary period. Donated leave time shall not be converted into a cash payment.



Section 29.5. Employees who wish to donate leave shall certify the name of the employee for whom the donated leave is intended; the number of hours to be donated; that the employee will have a minimum combined leave balance of 80 hours; that the leave is donated voluntarily and the employee understands that the donated leave will not be returned.

Section 29.6. No employees shall be forced to donate leave time. The Employer may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of another employee's critical need for leave. The Employer shall not directly solicit leave donations from employees.

**ARTICLE 30**  
**SICK LEAVE CONVERSION**

An employee with 10 or more years of service shall receive 25% of their unused sick leave up to a maximum of 30 paid days upon retirement or separation of employment due to permanent disability.

**ARTICLE 31**  
**MILITARY LEAVE**

Employees entering the United States Armed Forces, Military Reserve, or National Guard shall be accorded all rights required by federal and state law and regulations.

**ARTICLE 32**  
**HOLIDAYS**

Section 32.1. The following are the designated holidays and are paid holidays for all bargaining unit employees as provided by this Article:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Labor Day	Christmas Eve
Independence Day	Christmas Day

Section 32.2. Holidays which fall on Saturday will be observed on the preceding Friday. Holidays which fall on Sunday will be observed on the following Monday.

Section 32.3. Employees regularly scheduled to work on the above holidays will receive 1 ½ times his/her appropriate rate of pay or compensatory time off for each hour worked in addition to their

normal 8 hours of holiday pay. (Comp time will be scheduled in accordance with Article 20, Section 20.5.)

Section 32.4. An employee not regularly scheduled to work, but called into work on a holiday will receive one and one-half (1½) times his/her appropriate rate of pay for all hours worked in addition to 8 hours holiday pay.

Section 32.5. If a holiday occurs during a period of paid sick leave or vacation, the employee will be entitled to holiday pay and will not be charged for sick leave or vacation leave for that day. An employee on a leave of absence without pay on a workday immediately preceding or following a holiday will not receive holiday pay.

Section 32.6. Special religious holidays may be observed by employees and charged to accrued vacation leave, compensatory time, or taken without pay. A one-week notice must be provided to the employee's supervisor or the Executive Director. Employees may not use sick leave for such holiday observance.

Section 32.7. Residential care workers shall be compensated on the actual designated holiday as listed in Section 32.1.

### **ARTICLE 33** **VACATION**

Section 33.1. Normal vacation requests must be submitted to the employee's supervisor at least 3 days in advance of the first day off. The supervisor shall respond to the request within forty-eight (48) hours of the request. The Executive Director or designee, at his or her sole discretion, and based upon the Employer's needs, may approve vacation time with less notice. Vacation time is applicable only to full-time employees. Employees hired after July 5, 1987 will only have county service in determining vacation time. The Employer will follow O.R.C. 9.44 in granting vacation credit for accrual of vacation.

Section 33.2. Eligible employees will receive the following amounts of paid vacation based upon length of continuous service:

LESS THAN 1 FULL YEAR OF SERVICE - No vacation. (A new full-time employee is credited with 80 hours of vacation after completion of 1 full year of service.)

1 FULL YEAR OF SERVICE - (26 bi-weekly pay periods) - 2 weeks (ten working days or eighty hours). Accumulated at the rate of 3.1 hours per pay period.

8 FULL YEARS OF SERVICE - 3 weeks (fifteen working days or one hundred twenty hours). Accumulated at the rate of 4.6 hours per pay period.

15 FULL YEARS OF SERVICE - 4 weeks (twenty working days or one hundred sixty hours). Accumulated at the rate of 6.2 hours per pay period.

25 FULL YEARS OF SERVICE - 5 weeks (twenty-five working days or two hundred hours). Accumulated at the rate of 7.7 hours per pay period.

Forty (40) hours vacation credit is added at the completion of eight (8), fifteen (15), and twenty-five (25) years of employment in addition to the increased rate of accrual.

Section 33.3. For the purpose of computing an employee's vacation time for employees hired before July 5, 1987, service credit will be given for periods of prior service as an elected official of a township or a village, as a school teacher who has taught in a municipal, joint vocational or local school district, or as an employee of a municipality.

Section 33.4. Vacation time may be used as it is earned after the first year of continuous service if the employee obtains approval from his/her supervisor or Executive Director. Part-time employees do not earn vacation while employed on part-time status.

Section 33.5. Vacation may be accrued for a period of up to 3 years. That is, an employee shall no longer accrue vacation leave once the employee has accumulated 3 times the amount of the employee's vacation leave as allowed in Section 33.1. Every effort will be made to schedule vacation in the year in which it is earned.

Section 33.6. When terminating employment, any accrued vacation will normally be paid in a separate check and in accordance with the County Auditor's practice.

Section 33.7. An employee who transfers from one agency to another under the Division of State Personnel will be paid for any unused vacation by the releasing agency. An employee transferring to Adams County who has less than 1 year of service at the time of transfer will be eligible for the first vacation after completing 1 year of combined service.

Section 33.8. An employee whose scheduled vacation falls within a week containing a paid holiday will not have the holiday charged against vacation time. An employee so effected shall be granted an additional vacation day to be scheduled in accordance with Section 33.1.

Section 33.9. A bargaining unit employee who, at the time of ratification of the Agreement, has attained eighty-five percent (85%) of his or her three (3) year accumulation (as described in Section 33.5) may sell back up to forty (40) hours of vacation leave in calendar year 2018.

## **ARTICLE 34** **JURY AND WITNESS DUTY**

Section 34.1. Leave shall be granted to employees for attending court as a witness for an Adams County Children Services Board matter or for jury duty. Such leave shall be with full pay when an employee is subpoenaed for court or jury duty. Documentation of such leave should be provided to the Employer. If an employee's jury or witness duty is concluded prior to the completion of the employee's regularly scheduled work day, he or she must return to work for the remainder of the

work day, provided minus travel time there is no less than an hour remaining in the work day. Any payment an employee receives for witness leave or jury duty shall be paid to the Adams County Auditor.

Section 34.2. If an employee is required to appear in court for personal reasons, he/she is expected to take compensatory time, vacation leave, or leave without pay, if the employee's compensatory time or vacation leave is exhausted.

Section 34.3. Whenever possible, an employee shall give at least one-week advance notice of the need for such a leave.

### **ARTICLE 35** **CALAMITY DAYS**

When the Adams County Board of Commissioners declares a calamity day, employees, who have reported to work, shall be paid for the actual time worked. Employees who do not report for work when a calamity day has been declared are permitted to have such day charged to their accumulated vacation or compensatory time. Employees who do not report to work are required to notify their supervisor or the Executive Director as soon as possible of their inability to report for work.

### **ARTICLE 36** **PERSONAL LEAVE**

Section 36.1. Employees who make a written request to their supervisor for personal leave twenty-four (24) hours prior to the date needed and specifies the amount of time needed, shall be granted up to 3 personal leave days with pay in a calendar year. Such personal leave shall be deducted from earned sick leave. A portion of a day may be taken as personal leave if the workload permits and with the approval of the supervisor. A same day request would be considered in exceptional circumstances. A partial day shall be taken in a half-day increment. In the event that a supervisor is not available for notification purposes, a bargaining unit employee must notify the on-call supervisor.

Section 36.2. Personal leave must be taken in a minimum increment of one-half ( $\frac{1}{2}$ ) day or more. Personal days are not cumulative from year to year. There is no deduction from sick leave if personal days are not used.

### **ARTICLE 37** **TRAVEL REIMBURSEMENT**

Section 37.1. If a County vehicle is available, employees must use such available County vehicle when needed for travel purposes. Employees who are required to use their private vehicles in the performance of their job for official business will be reimbursed at the rate of \$.50 per mile.

Section 37.2. Employees who must travel outside Adams County on county business are required to obtain prior approval from the Executive Director. Upon submission of receipts, the employee shall be reimbursed up to \$20.00 per day for meals for a required day trip and \$40.00 per day when the Employer requires an overnight stay. Bargaining unit employees who are required to stay overnight outside the county on official business will be reimbursed up to a maximum of \$110.00 for hotel expenses. The Executive Director may approve a greater hotel amount in cases where this amount is insufficient. Receipts are required to be turned in prior to reimbursement.

Section 37.3. Parking tolls, ferry charges, bridge, highway and tunnel tolls will be reimbursed if the employee lists them separately on his/her travel expense report. Employees will be reimbursed for out-of-pocket expenses while traveling in official county vehicles, provided the appropriate section is completed on the travel report.

Section 37.4. Employees must turn in an itemized travel expense report with receipts to claim reimbursement for travel. Travel reimbursement forms must be submitted within two (2) working days of the following month to the Fiscal Officer to receive reimbursement during that month for the preceding month's expense. Failure to do so will result in reimbursement being delayed and paid out the next month.

## **ARTICLE 38** **LABOR-MANAGEMENT COMMITTEE**

Section 38.1. Meetings will be scheduled at the request of either party (Union or the Employer), to discuss problems of concern to the parties in the Labor-Management area. Meetings will not be held more frequently than every 60 days and shall be limited to 2 hours duration, unless the parties agree otherwise.

Section 38.2. The Labor-Management Committee is to consist of no more than 2 designated bargaining unit committee and Union representative members and no more than 2 representatives and Employer representative appointed by the Employer, unless the parties agree otherwise for a particular meeting.

Section 38.3. The party requesting the meeting shall submit a proposed agenda to the other party at the time of the request. If no agenda is presented, the meeting shall be cancelled. The other party shall submit a proposed agenda, if desired, at least 7 calendar days prior to the commencement of the proposed meeting. At the time of the request, the Union shall notify Management of the names of the bargaining unit employees, to a maximum of 2 who will be in attendance. The parties shall consider, in alternate order, the consecutively placed items from each list.

Section 38.4. The purpose of the meeting is to discuss general matters that are not appropriate to the grievance procedure. Participants in the labor management meeting shall not engage in collective bargaining nor modify, add to, or detract from the provisions of the collective bargaining agreement. The participants may make confidential recommendations to the parties to the agreement. To the extent the participants reach mutual agreement on a matter of concern they may

endeavor to find ways to implement a solution consistent with the provisions of the collective bargaining agreement.

Section 38.5. Attendance at meetings under this Article shall be paid time for Union representatives if it takes place when the representative is scheduled to work.

**ARTICLE 39**  
**WAGES**

Section 39.1. Years of Service means Years of Continuous Service from the most recent date of hire. Employees hired on or before January 1, 2020, shall be paid as follows:

Classification: Clerk

	0-1 Years	2-5 Years	6-8 Years	9-10 Years	11+ Years
1/1/18	\$9.03	\$9.71	\$10.01	\$10.32	\$10.64

Classification: Maintenance

	0-1 Years	2-4 Years	5-6 Years	7-8 Years	9-10 Years	11+ Years
1/1/20	\$14.95	\$16.05	\$16.53	\$17.04	\$17.55	\$17.99

Classification: Cook/Housekeeper

	0-1 Years	2-5 Years	6-8 Years	9-10 Years	11+ Years
1/1/18	\$10.96	\$11.97	\$12.36	\$12.72	\$13.09

Classification: Receptionist

	0-1 Years	2-5 Years	6-8 Years	9-10 Years	11+ Years
1/1/18	\$12.79	\$13.96	\$14.38	\$14.81	\$15.24

Classification: Residential Care Worker  
+ \$0.35 if become certified

	0-1 Years	2-4 Years	5-6 Years	7-8 Years	9-10 Years	11+ Years
1/1/20	\$13.11	\$14.45	\$16.33	\$16.82	\$17.32	\$17.75

Classification: Residential Case Manager

	0-1 Years	2-4 Years	5-6 Years	7-8 Years	9-10 Years	11+ Years
1/1/20	\$19.94	\$21.54	\$22.18	\$22.86	\$23.54	\$24.13

Classification: Case Worker (Degree/No Experience)

	0-1 Years	2-4 Years	5-6 Years	7-8 Years	9-10 Years	11+ Years
1/1/20	\$15.40	\$15.71	\$16.02	\$16.34	\$16.67	\$17.16

Classification: Case Worker (Degree/Experience/No SW License)

	0-1 Years	2-4 Years	5-6 Years	7-8 Years	9-10 Years	11+ Years
1/1/20	\$16.61	\$17.96	\$19.79	\$20.34	\$20.91	\$21.43

Classification: Case Worker (Degree/Experience/SW License)

	0-1 Years	2-4 Years	5-6 Years	7-8 Years	9-10 Years	11+ Years
1/1/20	\$19.71	\$21.30	\$21.95	\$22.61	\$23.29	\$23.87

Classification: Case Aide

	0-1 Years	2-4 Years	5-6 Years	7-8 Years	9-10 Years	11+ Years
1/1/20	\$11.07	\$12.22	\$12.79	\$13.39	\$13.98	\$14.33

Section 39.2. Years of Service means Years of Continuous Service from the most recent date of hire. Employees hired after January 1, 2020 shall be paid as follows:

Classification: Maintenance

	0-1 Years	2-4 Years	5-6 Years	7-8 Years	9-10 Years	11+ Years
1/1/20	\$14.95	\$15.51	\$16.09	\$16.69	\$17.31	\$17.99

Classification: Residential Care Worker  
+ \$0.35 if become certified

	0-1 Years	2-4 Years	5-6 Years	7-8 Years	9-10 Years	11+ Years
1/1/20	\$13.11	\$13.93	\$14.80	\$15.73	\$16.71	\$17.75

Classification: Residential Case Manager

	0-1 Years	2-4 Years	5-6 Years	7-8 Years	9-10 Years	11+ Years
1/1/20	\$19.94	\$20.69	\$21.47	\$22.28	\$23.12	\$24.13

Classification: Case Worker (Degree/No Experience)

	0-1 Years	2-4 Years	5-6 Years	7-8 Years	9-10 Years	11+ Years
1/1/20	\$15.40	\$15.71	\$16.02	\$16.34	\$16.67	\$17.16

Classification: Case Worker (Degree/Experience/No SW License)

	0-1 Years	2-4 Years	5-6 Years	7-8 Years	9-10 Years	11+ Years
1/1/20	\$16.61	\$17.44	\$18.31	\$19.23	\$20.19	\$21.43

Classification: Case Worker (Degree/Experience/SW License)

	0-1 Years	2-4 Years	5-6 Years	7-8 Years	9-10 Years	11+ Years
1/1/20	\$19.71	\$20.45	\$21.22	\$22.02	\$22.85	\$23.87

Classification: Case Aide

	0-1 Years	2-4 Years	5-6 Years	7-8 Years	9-10 Years	11+ Years
1/1/20	\$11.07	\$11.65	\$12.26	\$12.90	\$13.58	\$14.33

Classification: Clerk

	0-1 Years	2-4 Years	5-6 Years	7-8 Years	9-10 Years	11+ Years
1/1/20	\$9.03	\$9.35	\$9.68	\$10.02	\$10.37	\$10.64

Classification: Cook/Housekeeper

	0-1 Years	2-4 Years	5-6 Years	7-8 Years	9-10 Years	11+ Years
1/1/20	\$10.96	\$11.37	\$11.79	\$12.23	\$12.68	\$13.09

Classification: Receptionist

	0-1 Years	2-4 Years	5-6 Years	7-8 Years	9-10 Years	11+ Years
1/1/20	\$12.79	\$13.25	\$13.73	\$14.22	\$14.73	\$15.24

Section 39.3. The wage schedule shall be effective beginning of the first full pay period following January 1, 2020. A bargaining unit employee employed as of January 1, 2020, who will not receive an increase in his or her hourly rate of pay in calendar year 2020 shall receive a lump sum payment of 1.25% of his or her yearly salary payable in the first quarter of 2020 and a lump sum payment of 1.25% of his or her yearly salary payable in the third quarter of 2020.

Section 39.4. Step increases shall be effective at the beginning of the first pay period after the employee's anniversary date.

Section 39.5. The Employer, at its discretion, shall have the right to hire new employees at a rate higher than the entry level rate, based on relevant years of experience and education. The Employer may calculate service time for new hires who have prior uninterrupted service time at another agency for placement in the wage tables above.

Section 39.6. There shall be no general increase to the wage scale for calendar year 2020. The Union shall have the option to reopen wages for calendar years 2021 and 2022. The Union shall



be required to notify the Employer in writing of its decision to reopen on or before sixty (60) calendar days prior to December 31 of 2020 and/or 2021.

#### **ARTICLE 40** **PERFORMANCE EVALUATION**

Section 40.1. Employees will be evaluated annually based upon their job performance. A copy of the performance evaluation form shall be given to the employee at the time of the employee signing the form. Employees must sign the evaluation form, but may attach comments by separate form if the employee disagrees with the evaluation.

Section 40.2. An employee objecting to his/her evaluation may request a meeting with the Executive Director or his/her designee to discuss the concerns. The employee may have Union representation at this meeting.

Section 40.3. Performance evaluations shall not be used as a disciplinary tool, but shall be used as an assessment of the employee's performance. Nothing restricts the right of the Employer to submit an employee's evaluation as evidence in a disciplinary proceeding.

#### **ARTICLE 41** **TEMPORARY EMPLOYEES**

In the event a bargaining unit position becomes vacant and there are no bargaining unit employees with skill, experience, or ability to perform the work in question, the Employer may fill the job with a temporary employee for a period not to exceed the probation period. If the position is still vacant after the probation period, then the person filling the position shall be hired as a bargaining unit member or terminated from the position. The hours worked shall count toward the probation period. Temporary employees shall not be utilized to displace bargaining unit members. Temporary employees may be used in cases of emergencies, where required to meet client services, absenteeism, approved leave of absence, special projects, or non-availability of bargaining unit personnel. Temporary agency personnel may be used under this Article.

#### **ARTICLE 42** **NOTIFICATION OF NEW HIRES**

The Employer shall furnish the Union a notification of new hires into the bargaining unit, monthly. Such notification shall be mailed no later than 10 days following the end of the month in which the employee reports to work. Such notification shall contain the name, classification, hire date, rate of pay, and location. The Employer shall furnish the Union notification of termination of an employee under the above monthly reporting time period. Termination shall be interpreted as voluntary and/or involuntary termination of employment. Such notice shall contain the name, classification, location, and date of termination.

**ARTICLE 43**  
**CLASSIFICATIONS / JOB DESCRIPTIONS**

Section 43.1. The Employer shall provide to the Union a copy of all current bargaining unit job descriptions, and any changes to Job Descriptions.

**ARTICLE 44**  
**DRUG FREE WORKPLACE ACT**

Section 44.1. All bargaining unit employees shall refrain from working under the influence, the unlawful use, manufacture, distribution, or possession of controlled substances or alcohol while on duty, on County premises, or at any workplace. The Employer shall provide a drug-free workplace and educational information for all bargaining unit members. Also, all bargaining unit members shall comply with the Adams County Commissioners' drug testing policy.

Section 44.2. For the purpose of these provisions, the following definitions shall apply:

- Controlled substance means a substance defined by the federal Controlled Substance Act.
- “Drug abuse offenses” shall be defined as the unlawful possession, use or distribution of controlled substances and alcohol.
- “Workplace” is defined as any area under the control of the County or at any County-sponsored activity regardless of location.
- “On duty” is defined as required attendance at the workplace in accordance with the provisions of the Agreement regarding hours of work and workday.

Section 44.3. Any bargaining unit employee who violates these provisions through his/her unlawful use of alcohol or a controlled substance shall be granted, upon his/her first offense, the right of participating in a certified rehabilitation program unless incarcerated. The only exceptions to this are that the Employer may terminate a bargaining unit employee for such first offense if the employee: (i) comes to work with the odor of alcohol on his or her person and tests positive for the use of alcohol; (ii) has 2 or more identifying physical characteristics of impairment and tests positive for the use of a controlled substance or alcohol; or (iii) uses, or is in possession of, a controlled substance or alcohol while on duty.

Section 44.4. Bargaining unit members entered into a rehabilitation program shall be permitted to use any earned sick leave or vacation leave. Any bargaining unit member who has exhausted his/her sick and vacation leave shall be granted unpaid leave to participate in a rehabilitation program.

Section 44.5. After the employee's first offense, the employee will be disciplined pursuant to the terms of this Agreement. Any bargaining unit member criminally convicted of the unlawful sale,

use, distribution, and/or manufacture of controlled substances shall be disciplined in accordance with the provisions of this Agreement. Criminal conviction includes a plea of nolo contendere.

## **ARTICLE 45** **NO STRIKE OR LOCKOUT**

Section 45.1. During the term of this Agreement or any extension thereof, it is the intent of the parties to this Agreement that the grievance procedure as set forth in Article 17 shall serve as the means for a peaceful settlement of any disputes that may arise, and the Union will cooperate fully with the Employer in maintaining uninterrupted operations.

Section 45.2. No employee, during the term of this Agreement, shall engage in any strike, sympathy strike, slowdown, sit-down, sit-in, stoppage, refusal to perform work, or any other interference with the work and statutory functions or obligations of the Employer.

Section 45.3. Neither the Union nor its officers or agents shall in any way authorize, institute, aid, condone, or participate in any strike, sympathy strike, slowdown, sit-down, sit-in, stoppage, refusal to perform, or any other interference with the work and statutory functions or obligations of the Employer.

Section 45.4. In addition to any other liability, remedy, or right provided by applicable law or statute, should a strike, sympathy strike, slowdown, sit-down, sit-in, stoppage, refusal to perform work, or other interference as stated above occur, the Union, within 24 hours of a request by the Employer, shall:

1. advise the Employer in writing that such action by employees has not been caused or sanctioned by the Union;
2. notify employees, including its local officers and representatives, of its disapproval of such action and instruct such employees to cease action and return to work immediately;
3. post notices on Union bulletin boards advising that it disapproves of such action and instructing employees to return to work immediately.

Section 45.5. The Employer agrees that it will not lockout employees during the term of this Agreement.

Section 45.6. In addition to any other rights or remedies provided by law, the Employer may discharge or otherwise discipline an employee, subject to the grievance and arbitration procedure of this Agreement, for a violation of his or her obligations under this Article.

## **ARTICLE 46** **SUBCONTRACTING**

The Employer agrees that prior to implementing a decision to subcontract bargaining unit work, the effect of which is to abolish positions or layoff employees within the bargaining unit, the Employer shall notify the Union prior to the effective date for such action by written notice of its intent to subcontract such work. Upon written request of the Union to schedule a meeting, the Employer agrees to meet, confer and meet to negotiate the effects of such decision on employees.

**ARTICLE 47**  
**APPLICATION OF THE OHIO CIVIL SERVICE LAW**

The Employer and the Union agree that for purposes of this Agreement, the provisions of the Revised Code pertaining to personnel and payroll reporting requirements to the Ohio Department of Administrative Services do not apply to bargaining unit employees.

Except as expressly otherwise provided for in this Agreement, it is understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

Disputes between management and the Union with regard to assignment of duties, pay rates on newly established positions or revised positions, classification of employees, will be resolved through labor-management conferences or through the Grievance Procedure.

**ARTICLE 48**  
**DURATION**

This Agreement shall be effective from January 1, 2020 and shall remain in full force and effect through December 31, 2022.

**SIGNATURE PAGE**

Signed this 18<sup>th</sup> day of December, 2019

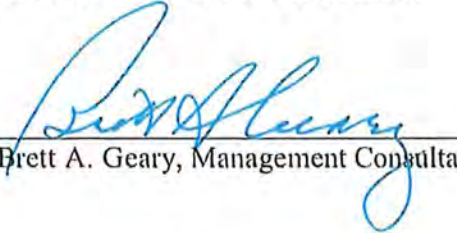
FOR ADAMS COUNTY CHILDREN  
SERVICES BOARD

  
\_\_\_\_\_  
Jill M. Wright, Director

FOR AFSCME, OC8, LOCAL 3211,  
AFL-CIO


  
\_\_\_\_\_  
Rebecca Frankenhoff, Staff Rep., AFSCME  
OC8

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Brett A. Geary, Management Consultant

  
\_\_\_\_\_  
Amy Hall, Bargaining Unit Rep

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Adams County Prosecuting Attorney