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**AGREEMENT BETWEEN**

**THE RICHLAND COUNTY JOB AND FAMILY SERVICES**

**AND**

**THE AMERICAN FEDERATION OF STATE, COUNTY**

**AND MUNICIPAL EMPLOYEES,**

**OHIO COUNCIL 8, AFL-CIO**

**LOCAL 1295**

**Effective Date:** October 1, 2020

**Expiration Date:** September 30, 2023

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## **ARTICLE 1**

### **PREAMBLE/PURPOSE**

#### Section 1.1

This Agreement, entered into by the Richland County Commissioners and the Richland County Job and Family Services, hereinafter referred to as the "Employer", and the American Federation of State, County and Municipal Employees (AFSCME), Ohio Council 8 and the Local 1295, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the following: To comply with the requirements of Chapter 4117 of the Ohio Revised Code; and to enable the employees covered by this Agreement to participate through Union representation in negotiating the wages, hours, terms and other conditions of employment; and to establish a procedure for the resolution of differences between the parties.

## **ARTICLE 2**

### **UNION RECOGNITION**

#### Section 2.1

The Employer recognizes the Union as the sole and exclusive representative for those employees of the Richland County Job and Family Services as provided in this section.

#### Section 2.1.1

Included within the Bargaining Unit:

All employees of the Richland County Job and Family Services, except those excluded in section 2.1.2.

#### Section 2.1.2

Excluded from the Bargaining Unit:

All confidential, management-level and professional employees, all seasonal and Casual employees and supervisors, as defined in the Act including:

Administrative Assistant Supervisor; Assistant County Job and Family Services Administrator; Business Administrator; Case Manager/Investigator Supervisor 1; County Job and Family Services Administrator; Eligibility/ Referral Supervisor 1; Human Resources Officer 1; Fiscal Officer; Management Information Systems Supervisor; Program Administrator; Social Services Supervisor 1; Training Officer 1; Training Officer 2; Training Supervisor.

## Section 2.2

Upon the request of either party, the Employer and the Union will discuss whether any new positions should be included in the bargaining unit. If the parties cannot agree the Union may seek what recourse it has before SERB.

### Section 2.2.1

If SERB rules in favor of inclusion of a classification(s) into the bargaining unit, such inclusion shall become effective the date of the SERB action and the Employer agrees to meet with the Union to negotiate the establishment of appropriate pay rates.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

#### Section 3.1

Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the Richland 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,
- 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 relieve 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, 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;
- 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 3.2

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 4**

### **DUES DEDUCTION**

#### Section 4.1

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

#### Section 4.2

The Employer agrees to deduct regular Union membership dues once each two (2) weeks 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 submitted by the Union, 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. A check payable to AFSCME-Ohio Council 8, accompanied by an alphabetical listing of dues paying members will be remitted on a biweekly basis to the Comptroller, 6800 North High Street, Worthington, Ohio 43085.

#### Section 4.3

The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article regarding the deduction of the 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 4.4

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; or (5) written revocation of the check-off authorization in accordance with the terms of the check-off authorization. If any part of this Agreement or any provisions contained herein are found to be contrary to law, it shall be of no further force and effect, but such invalidation shall not invalidate the remaining portions of the agreement.

#### Section 4.5

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 dues.

#### Section 4.6

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 4.7

The Union shall notify the Employer in writing of any increase in the current dues being deducted. Such Increase of dues shall be deducted in the second pay period following notification of any increase in dues.

#### Section 4.8

Except as otherwise provided in Section 4.4 and herein, each eligible employee's written authorization for dues deduction shall be honored by the Employer for the duration of this Agreement.

Employees who are members of the union may revoke their union membership at any time by sending written notification to the Union of their desire to drop their union membership. Revocation of 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 4.9

Both the Employer and the Union intend that this Article be lawful in every respect. If any court of last resort determines any provision of this Article is illegal, that provision, alone, shall be void. Invalidation of any provision of this Article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful, alternative provisions.

#### Section 4.10

This Article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.

#### Section 4.11

The Union warrants and guarantees to the Employer that no provision of this Article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, 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. The Union shall pay all costs including attorney's fees that may be expended in the defense of any suit or other legal proceedings brought to challenge this provision of this Agreement, it being understood that the Union shall have the right to select the attorney so employed to represent the Employer,

## **ARTICLE 5**

### **UNION REPRESENTATION**

#### Section 5.1

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 attending meetings as permitted herein, provided advance notice is given to the Employer by 4 p.m. on the preceding business day. Upon arrival, the Union Staff representative shall identify himself to the Employer or the Employer's designated representative.



### Section 5.1.1

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 5.2

Bargaining unit members selected by the Union to act as union representatives for the purpose of processing grievances, attending hearings and attending Labor/Management meetings shall be known as "Stewards".

### Section 5.3

Except as provided for in Section 5.6, the processing of grievances shall be on non-duty time. If grievance hearings or other union business are scheduled during an employee's regular duty hours, the employee shall not suffer any loss of pay while attending the hearing. The steward or union official shall be paid in accordance with Section 5.6. It is specifically understood by both parties that time spent on union business outside of normal duty hours shall not be considered as time worked.

### Section 5.4

Rules governing the activity of union representatives are as follows:

- (1) 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, except to the extent specifically authorized herein.
- (2) Union representatives and employees shall not conduct Union activity in any work area. A confidential area (cubicle) or an office with a door, if available, will be assigned for their use. Union representatives and employees must report first to their supervisors, orally or in writing, when they leave their department to conduct Union activity authorized by this Article.
- (3) Upon returning to his/her job, the Steward or employee shall first report to his own supervisor orally or in writing before resuming work.

### Section 5.5

The Union shall furnish the Employer a written list of the names of the Union President, Vice President, Recording Secretary, Treasurer, Stewards, indicating locations to which each is assigned. Further, the Union shall promptly notify the Employer in writing of any changes therein.

## Section 5.6

The following shall apply to the Local Union President, Local Union Vice President, Chief Steward and Stewards while investigating and processing grievances during working hours:

- A. Unless otherwise authorized by an employee's immediate supervisor, the above mentioned union representatives shall confine their administration of the contract to the hours of 7:15 a.m. to 8:00 a.m. and 3:45 p.m. to 4:30 p.m. on Monday, Tuesday, Wednesday, Thursday and Friday.
- B. To utilize and be paid for time off in accordance with this Article, the Local Union President, Local Union Vice President, Chief Steward and Stewards will be required to use the Union time utilization form which is attached as Appendix A to this Agreement. Forms will be provided by the Employer at the time of usage. The Local Union President and the Vice-President shall each use no more than 20 hours per month on union business. The balance of the hours set out in this Section shall be used by the other named union officials for the administration of the contract. The number of hours used per week by all of the above-named union officials shall not exceed the total number of hours set aside for union business in Section 5.6(B). The use of this time shall not interfere with the union officials' completing of their regular work. Additional time may be authorized by the Director or designee on a case by case basis. There shall be no union business conducted during approved overtime. The time provided in this Section shall be used only within the Employer's grounds and no employees shall be permitted to leave these facilities during the time provided in this section.
- C. Union leave shall be provided for a maximum of five (5) days per year to be used to attend union conventions, conferences, or AFSCME Ohio Council 8 Training. The Union shall inform the Employer as to who is taking the leave two (2) calendar weeks prior to the requested usage. Such leave shall be unpaid and shall be subject to the operational needs of the Department.
- D. Misuse or abuse of the time provided for in this section may result in disciplinary action.

## Section 5.7

The Employer agrees to provide space for a Union owned and maintained file cabinet.

## Section 5.8

Employees and officers required to attend hearings at S.E.R.B. shall receive their normal rate of pay for such hearings which take place during their normal work times. This provision shall apply to only two (2) such employees or officers.

### Section 5.9

The Employer agrees to give written notification to the Union of any occurrence in change of status of bargaining unit employees regarding new hires, promotions, demotions, laterals or separation of employment.

The employer will provide the Union President and the staff representative with a Seniority roster every January that contains the employees name, address, phone number, job title, and job classification.

### Section 5.10

The Employer agrees that the Union shall have the right to access to new hires for the period of time not to exceed one fifteen minute session before 8:00 a.m. or after 3:45 p.m. on a day within ten days after the completion of the employee's initial probationary period for the purpose of introducing the employee to local union officers, the current collective bargaining agreement, and union membership.

## **ARTICLE 6**

### **BULLETIN BOARDS AND MAIL SYSTEM**

#### Section 6.1

Union-owned bulletin boards shall remain in their current locations and shall be used solely by the Union. Only Union officials shall have access to such bulletin boards. The bulletin boards shall be used for posting Union literature and Union information.

#### Section 6.2

It is 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.

### Section 6.3

The Union shall be given space for bulletin board(s) in mutually agreed locations on each floor of each additional physical facility occupied by the Employer. In no case will there be less than the two (2) bulletin boards currently in use by the Union.

### Section 6.4

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.

### Section 6.5

The Union shall be permitted to use the Richland County Job and Family Services' internal mail system to circulate information. The content of such information shall be subject to the same restrictions as outlined in Section 6.2 of this Agreement.

### Section 6.6

Violation of the above mentioned procedure may result in disciplinary action.

### Section 6.7

The parties agree that the following shall apply if and when the Employer moves into an additional work site(s) or physical facility:

The mutually agreed to locations for bulletin boards addressed in this Article shall be, if physically practicable, at or within close proximity to the employee utilized time clock(s) or break room(s) at each new facility. Bulletin boards shall not be placed in rooms used by the public or rooms used for interviewing.

## **ARTICLE 7**

### **LABOR/MANAGEMENT MEETINGS**

#### Section 7.1

Either party to this Agreement may, not more frequently than once a calendar quarter on a 'mutually agreed day and time, call a meeting between the Director and three (3) representatives of the employer and not more than three (3) representatives of the Union and one (1) representative of AFSCME Ohio Council 8 to address those matters addressed In Section 7.2 of this Article. At least twenty-four (24) hours prior to convening the meeting, either party may request the presence of specific individuals to address issues that are a subject for the meeting. Representatives for either party in excess of the above mentioned limits may attend by mutual advance agreement.

### Section 7.2

Each party will furnish the other with an agenda at least four (4) working days in advance. The purpose of such meetings shall be to:

- A. Discuss administration of this Agreement.
- B. Notify the Union of any changes made by the Employer which affect bargaining unit members.
- C. Disseminate general information of interest to the parties.
- D. Discuss ways to increase productivity and improve efficiency.
- E. Discuss other matters mutually agreed to by the parties.

### Section 7.3

If special Labor/Management meetings have been requested and mutually agreed upon, they shall be convened within five (5) working days.

### Section 7.4

Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic agreement.

### Section 7.5

Both parties have a shared commitment to respond, within ten (10) working days, to issues raised by the other party per their request made prior to the end of each Labor/Management meeting.

## **ARTICLE 8**

### **TRAINING**

#### Section 8.1

Employees who are required by the Employer to attend training, or who have been given prior approval for their attendance at training, shall be considered to be in paid status for such training held on the employee's regularly scheduled workday and during the employee's regularly scheduled work hours. Flex time shall not be used on a day scheduled for training in such a manner as to create overtime.

Section 8.2

Training opportunities will be made available in a fair and equitable manner. It is recognized that appropriate training opportunities may not be available for all classifications.

Section 8.3

Employees traveling outside of Richland County to training which is mandated by the Employer whose combined travel and training time exceeds eight (8) hours on a regularly scheduled work day shall be paid time and one-half for hours worked over eight (8) hours. This provision shall apply only to actual training and travel time. Employees shall not be required to clock In or out on days approved for training outside of the county.

Section 8.4

Training in-house will be conducted between 8:00 a.m. and 4:00 p.m.

**ARTICLE 9**

**HEALTH AND SAFETY**

Section 9.1

The Employer agrees to provide safe working conditions, working methods and the required equipment for his employees.

Section 9.2

The Employer and the Union shall discuss safety and equipment related matters as needed at the regularly scheduled Labor/Management meetings.

Section 9.3

Security cameras will not be located except where visible.

Section 9.4

When the Employer determines that an incident presents a risk of safety of employees, they will be notified in an appropriate manner.

## **ARTICLE 10**

### **NO STRIKE/NO LOCKOUT**

#### Section 10.1

The Union agrees that neither it, its officers, agents, representatives or members will authorize, instigate, cause, aide, condone or participate in any strike, sympathy strike, work stoppage or any other concerted activities which interrupt the operations or services of the Employer by its members during the life of this Agreement, If any employee, in the course of his employment, must cross a picket line of another Union and the situation represents a genuine threat of physical harm to the employee, the employee need not cross the picket line unless the Employer provides protection for the employee,

#### Section 10.2

The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, Instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section 10.1 of this Article.

## **ARTICLE 11**

### **NON-DISCRIMINATION**

#### Section 11.1

Neither the Employer nor the Union shall discriminate against any bargaining unit-employee on the basis of age, sex, race, color, religion, creed or national origin, political affiliation, union membership or non-membership, participation or non-participation in Union activities, or legally protected disabilities.

#### Section 11.2

Where there is an alleged Violation of the provisions of this Article that qualifies for appeal under the rules of the Equal Employment Opportunity Commission or the Ohio Civil Rights Commission, such matter shall not be appealable through the grievance procedure contained in this Agreement. The Employer, the employee and their representatives, however, may meet in an effort to resolve the alleged violation prior to the appeal to any outside agency.

#### Section 11.3

All references in this Agreement, designate both sexes and wherever the male or female gender is used, it shall be understood to Include male and/or female employees. The term employee shall be defined as a person whose position is included in the bargaining unit except as otherwise provided herein.

## **ARTICLE 12**

### **WORK RULES**

#### Section 12.1

The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right 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 12.2

It is the Employer's intention that work rules, regulations, policies and procedures should be interpreted and applied uniformly to all bargaining unit employees under similar circumstances.

#### Section 12.3

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, nor shall the Employer promulgate rules of conduct for employees off duty that are not work related.

#### Section 12.4

Except in cases of emergency as determined by the Employer, prior to implementation, work rules will be reduced to writing and made available to employees and the Union at least ten (10) working days in advance of enforcement.

##### Section 12.4.1

The Employer agrees to meet, upon request, with the Union representatives to discuss the new work rule(s) within five (5) work days or later if mutually agreed upon by both parties. The Employer agrees to consider, on a case by case basis, a Union request to extend the implementation date of the newly posted work rule.

#### Section 12.5

Supervisors and the Union President shall be supplied with copies of the policy manuals. The Employer shall provide the Union with copies of any and all amendments to policy manuals as the amendments are issued.

#### Section 12.6

The term work rules as used in this Article shall not be interpreted to include state or federal regulations which apply to the operation of the Department.



## **ARTICLE 13**

### **WAIVER IN CASE OF EMERGENCY**

#### Section 13.1

In cases of emergency declared by the President of the United States, Governor of the State of Ohio, the County Commissioners, the Federal or State Legislature, such as acts of God or civil disorder, the following conditions of the Agreement may automatically be suspended:

- (1) Time limits for management or the union replies on grievances.
- (2) Selected work rules and/or agreements and practices relating to the assignment of employees.

#### Section 13.2

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

## **ARTICLE 14**

### **CORRECTIVE ACTION**

#### Section 14.1

No employee shall, for disciplinary reasons be reduced in pay, suspended, reprimanded, or discharged without just cause. An employee may grieve reprimands but may not appeal them to the arbitration step. Formal disciplinary procedures must begin within twenty-one (21) working days of the Employer acquiring knowledge of the grounds or reasons for such disciplinary charges. If the disciplinary procedure is not initiated within twenty-one (21) working days, the Employer shall not take any action against the employee.

#### Section 14.2

- A. Except in instances where the employee is found guilty of gross misconduct, discipline will be applied in a corrective, progressive and uniform manner in accordance with the Employer's policy.
- B. 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.

### Section 14.3

The Employer agrees that all disciplinary procedures shall be carried out in private and in a business-like manner. Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.

### Section 14.4

- A. Whenever the Employer or his designee determines that an employee has engaged in conduct which may result in a suspension without pay or termination of employment, a pre-disciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct.
- B. Should the Employer decide it is necessary he may suspend the employee(s) involved, with pay until the time of the conference.
- C. Pre-disciplinary conferences will be conducted by the Director, Assistant Director, or their designee.
- D. Not less than three (3) working days prior to the scheduled starting time of the conference, the Employer will provide a "Notice of Pre-Disciplinary Conference" to the employee outlining the charges which may be the basis for the disciplinary action.
- E. At the pre-disciplinary conference, the employee will be given the opportunity to respond to the charges if the employee desires to do so.
- F. At the conference, the employee may present any testimony, witnesses or documents relevant to the matter at hand. The employee may be represented by a Union representative as called for in Article 5.5 and the Staff Representative. If the employee declines Union representation, a representative of the Union will be permitted to be present. It is the employee's responsibility to notify any witnesses that their attendance is desired.
- G. Within ten (10) working days of the pre-disciplinary conference, the Director, Assistant Director, or designee will issue a written decision with regard to what disciplinary action, if any, will be taken. A copy of the disciplinary action will be provided to the Supervisor, Union, and the Employee.

### Section 14.5

Reprimands will be of no further force and effect after one (1) year, in the absence of intervening discipline, and more severe disciplinary action shall be of no further force and effect after, eighteen (18) months, in the absence of intervening discipline.

**ARTICLE 15**  
**PERSONNEL FILES**

Section 15.1

It is recognized by the parties that the Employer may prescribe regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the Employer of his employees. However, except to the extent that any records, papers or other documents covering members of the bargaining unit are legitimately considered unavailable to review by such members, employees shall have access to their individual personnel files for review during normal business hours. Any employee wishing to examine his personnel file shall make prior request to and receive approval of the Employer or his designated representative. The Employer shall not be required to pay an employee or to lose that employee's service as a result of this activity, unless advance approval to examine the files during regular working hours has been obtained. Employees shall not be unreasonably denied access during working hours and an alternate time shall be given to the employee during regular working hours when possible.

Section 15.2

Upon written request from the Ohio Council 8 Staff Representative, and/or Local officials, the Staff Representative and/or Local officials, shall have access to any and all bargaining unit employee's personnel files within 48 hours of receipt of the written request.

Section 15.3

Upon request, an employee shall receive copies of any material placed in his personnel file. Payment for actual costs may be required of employees for requests for extensive amounts of copies. Request of over twenty (20) copies per employee may result in employees being charged ten (10) cents per copy.

Section 15.4

Effective upon the signing of this Agreement, copies of any material other than routine personnel action forms (A.D.M.-4100) entered into an employee's personnel file shall be given to the employee and the employee shall be required to sign as proof of such material being provided. Any documents the employee has previously signed will not require a second signature.

Section 15.5

The Employer may decline to include in an employee's personnel file documents not generated by the Employer.

## ARTICLE 16

### GRIEVANCE PROCEDURE

#### Section 16.1

The term "grievance" shall mean an allegation by a bargaining unit employee or the Employer 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 or this Agreement nor those matters not covered by this Agreement. Equal Employment Opportunity Commission and Ohio Civil Rights Commission matters are not grievable through this grievance procedure.

#### Section 16.2

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

#### Section 16.2.1

Any employee 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.

#### Section 16.2.2

Any grievance not answered by management within five (5) days of the date that the answer should have been received will automatically be advanced to the next step in the grievance procedure. Within five (5) days thereafter, the employee, or the Union, will notify the Employer, in writing, that the grievance has been automatically advanced. All time limits on grievances may be extended upon mutual consent of the parties.

#### Section 16.3

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 affect the resolution of grievances at the earliest step possible. No settlement to any grievance shall conflict with the terms of this Agreement. In furtherance of this objective, the following procedure shall be followed:

Step 1: The written grievance must be presented to the immediate supervisor within five (5) working days from the date the alleged incident occurred or from the date the grievant should have known the incident occurred. The supervisor may, if it is deemed necessary, meet with those concerned within five

working days of the date that the employee first presented the grievance and shall write and deliver his/her response within those ten (10) working days whether or not a meeting is held.

Step 2: If the grievance is not resolved in Step 1, the employee may pursue the matter by presenting the grievance form, filled out in Step 1, to the next level of management within five (5) working days of the reply received in Step 1. The next level of management shall, if it is deemed necessary, meet with those concerned and otherwise attempt to resolve the matter, and include his/her written response on the form and return it to the employee within ten (10) working days. The Employer will advise each member of the bargaining unit as to who will address grievances at STEP TWO.

Step 3: If the grievance is still not resolved; the employee may pursue the matter by presenting the form to the Director within five (5) working days of the reply received in Step 2 or, in the case of suspension or termination, five (5) working days of receipt of discipline notice. The Director shall schedule to meet within five (5) working days those concerned and attempt to resolve the matter, and return his/her written response within ten (10) working days.

Step 4: Arbitration: If the grievance is not satisfactorily settled in Step 3, the Union may make a written request that the grievance be submitted to mediation or binding arbitration. However, mediation must be mutually agreed upon by both parties. A request for mediation must be submitted within ten (10) working days following the date the Union received the grievance Step 3 answer or a request for arbitration must be submitted within ten (10) working days following the date the parties decide not to mediate or the mediation session is held and the parties cannot resolve the grievance. The grieving party must request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service.

(a) In the event the grievance is not referred to arbitration or mediation within the time limits prescribed, the grievance shall be considered resolved based upon the third (3) step reply.

(b) 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 FMCS. The party requesting the arbitration shall be the first (1st) to strike a name and alternate in this manner until one (1) name remains on the list. 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 FMCS and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS. 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.

- (c) The arbitrator shall not have the authority to add to subtract from, modify, change or alter any provisions of this Agreement, nor add to or subtract from or modify the language therein in arriving at his determination on any issue presently 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. 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 or to make any award based on rights arising under any previous Agreement, grievance or practices. 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 modify said discipline.
- (d) 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. The first (1st) question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable. 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.
- (e) The decision of the arbitrator shall be final and binding upon the Union, the Employee and the Employer. Any cost involved in obtaining the list of arbitrators shall be equally divided between the Employer and the Union. All costs directly related to the services of the arbitrator shall be paid by the losing party, unless the parties mutually agree to divide costs equally or unless the arbitrator splits the decision, in which case the costs of arbitration shall be divided equally. Expense, if any, of the witnesses shall be borne by the party calling the witness. The fees of any court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire any court reporter's recording, or request a copy of any transcript. Any fee assessed by an arbitrator because of a continuation of a scheduled arbitration hearing shall be paid by the party requesting the continuance. In the event a grievance is withdrawn after submission to arbitration, the Union shall pay any cancellation fee unless such withdrawal is as a result of a settlement reached between the parties.

#### Section 16.4

All grievances must contain the following Information to be considered and must be filed using the grievance form supplied by the Union:

1. Grieved employee's name and signature.
2. Grieved employee's classification.
3. Date grievance was filed in writing.
4. Date grievance occurred.
5. The location where the grievance occurred.
6. A description of the incident(s) giving rise to the grievance.
7. Specific articles and sections of the Agreement violated.
8. Desired remedy to resolve the grievance.

#### Section 16.5

A grievance may be brought by any employee covered by this Agreement. Where a group of bargaining employees desire to file a grievance involving an incident affecting several employees in the same manner, one employee shall be selected by the group to process the grievance. Each employee who desires to be included in such grievance shall be required to sign the grievance.

#### Section 16.6

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. Grievances involving suspensions and terminations may be initiated at Step 3 of this procedure.

#### Section 16.7

For purpose 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 16.8

Employees shall have the right to Union representation by a steward in Steps 1 and 2 of this procedure and shall have the right to Union representative(s) of the employee's choice at Steps 3 and 4 of this procedure. The Union shall be given an opportunity to be present at any grievance hearing where an adjustment to a grievance may occur.

## **ARTICLE 17**

### **DAYS**

#### Section 17.1

Unless otherwise specified, the term "days" for the purpose of this Agreement shall mean normal working days.

#### Section 17.2

Unless otherwise specified, the first day of a time limit shall be the day following the occurrence which causes the time to begin.

## **ARTICLE 18**

### **PROBATION PERIODS**

#### Section 18.1

Every newly hired employee will be required to successfully complete a probationary period.

#### Section 18.1.1

Probationary periods for new employees shall begin on the first day the employee receives compensation from the Employer. A probationary period of one hundred twenty (120) calendar days for all classifications, except all positions in pay range 27 and above shall have a probationary period of two hundred seventy (270) calendar days. A newly hired probationary employee may be terminated at any time during his/her probationary period and shall have no right to appeal over such removal.

#### Section 18.2

A newly promoted employee will be required to successfully complete a probationary period in his/her newly appointed position. A promoted employee shall serve a promotional probationary period of one hundred twenty (120) calendar days for all classifications, except all positions in pay range 27 and above shall have a probationary period of two hundred seventy (270) calendar days.

A newly promoted employee who evidences unsatisfactory performance shall be returned to his/her former position at any time during the probationary period.



### Section 18.3

A newly promoted employee who, in the first thirty calendar days of the promotional probationary period, or a laterally transferred employee who in the first thirty (30) calendar days of lateral transfer period, desires to return to the former position, may return to the position. Return to a former position under this Section shall not interrupt service for the purpose of calculating classification seniority under Article 19, in the classification to which the employee returns.

### Section 18.4

After successfully completing a probationary period, a provisional employee shall not be subject to being certified against from the Civil Service Certification Eligibility List.

### Section 18.5

Absences from work for two (2) or more consecutive weeks shall not be counted as part of the probationary period.

### Section 18.6

While serving any probationary period and for a period of one year from the beginning of that probationary period, employees are only eligible to apply for another position in the agency under Article 21 upon express written approval by the Employer. The Employer's decision to approve or deny an employee's application for another position pursuant to this subsection is not grievable under Article 16.

### Section 18.7

Effective with the life of this Agreement, the past practice of step increases or pay increases at the end of the probationary period will be abolished.

## **ARTICLE 19**

### **SENIORITY**

#### Section 19.1

- A. "Agency Seniority" shall be an employee's uninterrupted length of continuous bargaining unit service with the Employer. An employee shall have no seniority for the new-hire probationary period, but upon completion of the probationary period, seniority shall be retroactive to the date of hire.

- B. "Classification Seniority" shall be the employee's uninterrupted length of continuous service with the Employer, calculated from the first date of hire in that classification.

### Section 19.2

When requested, the Employer shall provide the Union with one (1) copy of the current seniority list within forty-eight (48) hours of the Union request. The Union shall meet with the Employer to review the seniority list and whenever necessary, to correct any errors. The seniority list shall be made up by classification and shall contain, in order of agency seniority, the name, department, position control number and date of hire of each employee and their current classification seniority hire date. Under no circumstances will this Union request for a seniority list be made more often than six (6) months.

### Section 19.3

Seniority shall be broken when an employee:

- A. Quits or resigns;
- B. Is discharged for just and proper cause;
- C. Is laid off for a period of more than eighteen (18) consecutive months;
- D. Is absent without leave for three (3) or more work days unless proper excuse for the absence is shown or if no notice is given, a satisfactory excuse for the failure to give notice;
- E. Fails to report for work when recalled from layoff within fourteen (14) calendar days from the date on which the Employer sends the employee notice by registered mail (to the employee's last known address as shown on the Employer's records) unless a different date for returning to work is otherwise mutually agreed upon or a later date is specified in the notice.

### Section 19.4

For the purpose of vacation, all prior service with the State of Ohio or any political subdivision thereof shall count.

### Section 19.5

A separation 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 within thirty-one (31) days, the employee loses all previously accumulated seniority.

Section 19.6

A separation from classification due to a promotion or lateral transfer lasting less than thirty (30) calendar days shall not constitute a break in continuous service. If the employee returns to the original classification, whether voluntarily or due to an inability to perform, then continuous service in the classification is not broken

Section 19.7

Any approved unpaid leave of absence shall not constitute a break in seniority.

**ARTICLE 20**

**POSITION DESCRIPTION**

Section 20.1

The Employer agrees to provide each employee with a written copy of her current position description.

**ARTICLE 21**

**VACANCY AND PROMOTIONS**

Section 21.1

The parties agree that all appointments to positions covered by this Agreement shall be filled in accordance with this Article.

Section 21.2

Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted on the employee's bulletin board and will be posted electronically for five (5) days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a resume to the Employer. The Employer shall not be obligated to consider any applicants whose resumes are submitted after the expiration of the posting period or who do not meet the minimum qualifications for the job.

Section 21.2.1

Posting shall contain the classification title, rate of pay, minimum educational and experience qualifications and job description and such notices shall be given to the Local Union President.

### Section 21.3

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.

### Section 21.4

All timely-filed resumes shall be reviewed considering the following criteria; qualifications, experience, education, work record, previous job performance, disciplinary record and seniority. For promotional, demotional, and lateral transfer, civil service tests shall be not required. Where two employees are equally qualified for a position, the employee with the most seniority shall be awarded the position regardless of promotion or demotion.

#### Section 21.4.1

Where the Employer receives resumes from qualified employees, the Employer shall select from only among those employees when filling the position.

### Section 21.5

If the vacancy is an original appointment, the Employer shall use any established eligibility list for the classification of the vacancy. Said eligibility list shall include the names of all persons who have successfully passed the examination. Any examining agency shall provide a copy to the Employer of the complete list of persons passing the examination. Selection shall be made from the persons appearing on the eligibility list. If the vacancy is not an original appointment, then the Employer shall promote in accordance with this Article.

### Section 21.6

Within forty-five (45) days after the completion of the posting period, the Employer shall select an employee applicant or may at any time select a non-employee applicant in accordance with this Article unless the Employer has subsequently decided the position will not be filled. The Employer will not refuse to fill a position in order to avoid the intent of this Section. The Employer agrees that its intentions are not to post positions that it does not intend to fill.

### Section 21.7

Once the selection has been made by the Employer, the Employer will notify all applicants and the Union of the selection within five (5) working days.

Section 21.8

Any employee selected for promotion to a permanent position will receive a wage increase of four percent (4%).

**ARTICLE 22**

**WORKING OUT OF CLASSIFICATION**

Section 22.1

If an employee is temporarily assigned a vacancy in a lower classification, she shall be paid at the rate of pay of her classification, If an employee is temporarily assigned to a higher classification for more than five (5) consecutive working days, she shall be paid at the base rate of pay of the higher classification or 5% more than her current base rate of pay, whichever is greater, The Employer agrees not to repeatedly reassign employees for the sole purpose of avoiding the intent of this Article.

Section 22.2

No temporary assignment shall exceed one hundred (100) days,

**ARTICLE 23**

**LAYOFF AND RECALL**

Section 23.1

When the Employer determines that a layoff or job abolishment is necessary, for lack of funds, lack of work, lack of continuing need for a position, or reorganization, they shall notify the affected employees fifteen (15) working 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 and alternatives to layoff.

Section 23.2

The Employer shall determine in which classification(s) layoffs will occur. Within each affected classification employees will be laid off in the following order:

- A. Temporary employees
- B. Intermittent, and all other non-permanent employees
- C. Part-Time employees

D. New hire probationary employees

E. Permanent employees in the inverse order of their agency seniority within the affected classification.

### Section 23.3

Any employee receiving notice of layoff shall have five (5) working days following receipt in which to exercise his right to bump (downward or laterally) any less senior employee in the same classification. Any employee who is bumped from his position shall have five (5) working days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority to bump another employee shall be laid off and placed on the appropriate recall list. An employee may only exercise his bumping rights once during each layoff affecting his position.

### Section 23.4

An employee who is laid off may bump a less senior employee in another classification downward or laterally if the employee meets the minimum qualifications.

### Section 23.5

Employees who are laid off for a period of time that is anticipated will exceed six months may request, prior to actual layoff, to receive payment for earned but unused vacation leave or comp time benefits. Such payment will be made in a separate check and such check(s) shall be issued to the employee at the time of layoff or as soon thereafter as is practicable.

### Section 23.6

Employees who are laid off or bumped shall be placed on a recall list for a period of eighteen (18) months. 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 with minimal training.

### Section 23.7

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 23.8

In the case of a layoff, the recalled employee shall have fifteen (15) working days following the date of mailing of the recall notice in which to report for duty, unless a different date

for returning to work is otherwise mutually agreed upon or a later date is specified in the notice. An employee who does not timely return shall lose seniority and recall rights.

## **ARTICLE 24**

### **SUBCONTRACTING**

#### Section 24.1

The Employer agrees not to subcontract work which would cause a layoff of bargaining unit employees.

## **ARTICLE 25**

### **HOURS OF WORK**

#### Section 25.1

This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of the Agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the efficiency or improving services; from establishing the work schedules for employees; or establishing part-time positions, 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 25.2

The standard work week for full-time employees covered by the terms of this Agreement shall be forty (40) hours, consisting of five (5) consecutive days of eight (8) consecutive hours exclusive of lunch period. The work week shall be computed between 12:01 a.m. on Thursday of each calendar week and at 12:00 o'clock midnight the following Wednesday.

#### Section 25.3

Bargaining unit employees shall report to work between 7:15 a.m. and 7:45 a.m. and shall report off work between 4:00 p.m. and 4:30 p.m. Bargaining unit employees shall be entitled to a forty-five (45) minute unpaid lunch, taken between 11:30 a.m. and 1:00 p.m., as scheduled by the Employer.

Unless on approved leave, employees must work at least eight (8) hours, less two (2) fifteen minute breaks.

Each employee is eligible to take two (2) fifteen minute breaks each work day; one in the morning and one in the afternoon at times approved by the employee's supervisor. Such

breaks shall not be taken within fifteen minutes of starting time, lunch break or quitting time.

An additional break of fifteen minutes shall be given an employee who works at least three (3) hours of approved overtime.

An employee may not work over eight (8) hours unless specifically authorized by the employee's immediate supervisor. In instances where an employee is on the phone with a client or with a client at the end of the employee's workday, the employee may finish their work with the client, let the employee's supervisor know via email, text messages, or a phone call, and then leave for the day. Approved overtime shall be paid at time and a half for each minute the employee works overtime. The employee must report directly to his work station when reporting to work and must report off work and leave the building not later than fifteen (15) minutes after completing eight (8) hours of work or after completing the assigned overtime unless the employee received prior approval from the Employer.

No sick leave may be used prior to 7:45 a.m. on any work day.

## **ARTICLE 26**

### **OVERTIME**

#### Section 26.1

When an employee is required by the Employer to be in active pay status more than forty (40) hours in a work week, he shall be paid overtime pay for such time over forty (40) hours at one and one-half (1 1/2) times his regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

#### Section 26.2

In lieu of overtime pay, an employee may elect to accumulate up to one hundred twenty (120) hours of compensatory time off with pay. Compensatory time will be accumulated at one and one-half (1 1/2) hours for each hour in excess of forty (40) hours an employee is required by the Employer to be in active pay status. Compensatory time off may only be taken at times mutually scheduled between the employee and his immediate supervisor. If not taken within one (1) year of the date earned, it will be paid as overtime.

#### Section 26.3

Active Pay Status for the purpose of calculating overtime shall be defined as all compensated time excluding sick leave.



Section 26.4

When an appointment for a client is already scheduled and known to the employee, adjustments in flex-time shall be made to minimize overtime.

**ARTICLE 27**

**SICK LEAVE**

Section 27.1

Sick Leave Accumulation

Upon the signing of this Agreement and each year thereafter for the duration of the Agreement, each employee shall earn sick leave at the rate of 4.6 hours for each eighty (80) hours in active pay status.

Section 27.2

Charging of Sick Leave

The charges of sick leave shall be in fifteen (15) minute increments. Notice of a proposed use of sick leave for a scheduled medical appointment shall be given to the employee's immediate supervisor at least forty-eight (48) hours prior to the absence, if possible. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings. An employee who is involuntarily sent home shall not be charged sick leave for the absence.

Section 27.3

Uses of Sick Leave

- A. Sick Leave shall be granted to an employee upon approval of the Employer and for the following reasons:
  1. Illness or Injury of the employee or a member of his immediate family.  
  
Death of a member of his immediate family (sick leave usage limited to a maximum of five (5) working days and in accordance with Article 29, Funeral Leave).
  2. Medical, dental or optical examinations or treatment of the employee or a member of his family, which requires the employee's presence.

3. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
4. Pregnancy and/or childbirth and related conditions related thereto inclusive of leave for male employees (not to exceed five consecutive work days) for the care of the employee's wife and family during the post-natal period if the employees presence is required.

B. Definitions of immediate family:

Grandparents, brother, step-brother, sister, step-sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, step-father, father-in-law, mother, step-mother, mother-in-law, spouse, child, step-child, grandchild, minor foster child currently placed in the employee's household by a certified agency, a legal guardian or other person who stands in place of a parent (loco parentis).

#### Section 27.4

##### Evidence Required for Sick Leave Usage

The employee shall furnish the Employer a standard written or emailed leave request stating that the employee wishes to use sick leave. Falsification of either a written signed statement or physician's certificate shall be grounds for disciplinary action, including dismissal. For actual examinations, documentation that the employee was examined or intends to be examined shall be sufficient explanation. Employees shall not be required to provide an explanation beyond "illness" for the use of sick leave if: (1) the employee has a sick leave balance sufficient to cover the absence or (2) the employee provides a statement from the doctor or anyone authorized by the doctor to sign the statement on his behalf pursuant to this Article. Whenever an employee is absent for more than three consecutive work days, a statement from the doctor or anyone authorized by the doctor to sign the statement on his behalf shall be required as a condition of the payment of sick leave.

In the event an employee's school or day care calls due to illness of the employee's child, a signed statement from authorized staff will be sufficient evidence for excused sick leave usage for the remainder of the employee's shift and shall not be counted as an occasion for the purpose of Section 27.13.

#### Section 27.5

##### Notification by Employee

When an employee is unable to report to work he/she shall notify his/her immediate supervisor by calling a dedicated telephone line created by the Employer no later than

7:00 a.m. on each day of absence, unless the employee has made other reporting arrangements with his immediate supervisor. The employee must state the reason he/she is calling off sick, such as illness/injury of self, child, or family member. Expected sick leave of more than one (1) day must be discussed with the employee's immediate supervisor.

#### Section 27.6

Employees failing to comply with sick leave rules and regulations shall not be paid. Application of sick leave with intent to defraud will result in dismissal and refund of salary or wage paid.

#### Section 27.7

##### Physician Statement

If medical attention is required, the employee shall be required to furnish a statement from the doctor or anyone authorized by the doctor to sign the statement on his behalf notifying the Employer that the employee was unable to perform his duties. Where sick leave is required to care for a member of the immediate family, the Employer may require a medical statement to the effect that the presence of the employee is necessary to care for the ill person or in the case of childbirth and other conditions related thereto during the post-natal period that the presence of the employee is necessary to care for the employee's wife and family.

#### Section 27.8

##### Physician Examination

The Employer may require an employee to take an examination, conducted by a licensed physician, to determine the employee's physical or mental capability to perform the duties of the employee's position. If found not qualified, the employee may be placed on sick leave, leave without pay, or disability separation. The cost of such examination shall be paid by the Employer.

#### Section 27.9

##### Expiration Sick Leave

If illness or disability continues beyond the time covered by accumulated sick leave, the employee may be granted a leave of absence without pay or a disability separation in accordance with the provisions set forth in this Agreement.

#### Section 27.10

##### Work Less than a Normal Day

If a statement from the doctor or anyone authorized by the doctor to sign the statement on his behalf approves an employee to return to work for less than their normal work day, the Employer may permit the employee to work less than their normal work day for up to one (1) calendar month. The Employer may, upon recommendation from the employee's physician and at the Employer's discretion, extend the period of time the employee may work shortened days an additional calendar month. In no event, unless mutually agreed between the Employer and the Employee, shall an employee be permitted to work shortened days for more than three (3) consecutive calendar months.

### Section 27.11

#### Sick Leave Cash Bonus

Beginning July 1 each year, an employee who used no sick leave during any of the following quarterly periods will receive a One Hundred Twenty-Five Dollar (\$125.00) sick leave bonus per quarter in which no sick leave is used. First quarter: July, August, September; Second Quarter: October, November, December; third Quarter: January, February, March; Fourth Quarter: April, May, June.

In lieu of the One Hundred Twenty-Five Dollar (\$125.00) payment described above, an employee who uses no sick leave for two consecutive quarters will receive instead a sick leave bonus of One Hundred Fifty Dollars (\$150.00) for the second consecutive quarter with no sick leave usage, One Hundred Seventy-Five Dollar (\$175.00) instead for the third consecutive quarter with no sick leave usage, and Two Hundred Dollars (\$200.00) instead for the fourth consecutive quarter with no sick leave usage.

### Section 27.12

The purpose of this section is to create an objective method of determining when an employee's absence on paid sick leave, paid leave or unpaid leave due to the exhaustion of sick leave shows a pattern of use that is consistent with sick leave abuse.

Definitions: As used in this Section:

- 1) Sick leave means the use of paid sick leave, any paid leave approved in lieu of sick leave or the use of unpaid leave due to the exhaustion of sick leave;
- 2) Occasion means the utilization of sick leave as defined in this section from the beginning to the end of an employee's absence from work and excluding any return to work of less than one full day; and
- 3) Excused occasion means the use of sick leave as defined in this section for an occasion as defined in the section because of: 1) a documented appointment with a physician (M.D. or D.O.) or Dentist; or 2) documented inpatient treatment at a medical facility.

Occurrences of unexcused sick leave use in excess of four in a twelve consecutive month period shall invoke the provisions of this Article.

1. Upon return to work from the fifth (5<sup>th</sup>) unexcused occasion of sick leave use within a twelve consecutive month period, the employee will be counseled by his/her supervisor.
2. Upon return to work from the sixth (6<sup>th</sup>) unexcused occasion sick leave use within a twelve consecutive month period, the employee will receive a written reprimand.
3. Unexcused occasions of sick leave use beyond the seventh (7<sup>th</sup>) in a twelve consecutive month period are subject to suspension, not to exceed ten workdays.
4. Unexcused sick leave beyond the eighth (8<sup>th</sup>) in a twelve consecutive month period is grounds for discipline up to and including termination.

### Section 27.13

Patterns of Abuse (effective January 1, 2021):

Employees may be found to be abusing sick leave if their absences fall into any of the following patterns. A pattern of abuse is shown by 3 or more like occasions within the following six (6) categories in a twelve (12) consecutive month period:

1. Before and/or after holidays or vacations
2. Before and/or after weekends or regular days off
3. After pay days
4. Absence following overtime worked
5. Continued pattern of maintaining zero or near zero sick leave balances
6. Excessive absenteeism

If the employer has reason to believe an employee is abusing sick leave, it may investigate all sick leave used by the employee and require a statement from the doctor or doctor's designee.

Failure to notify a department of the reason for absence may be grounds for refusal to pay sick leave. In addition, if the Employer has reason to believe the privilege of sick leave is being abused, it shall be at the Employer's discretion to take disciplinary action. The employee's supervisor will be guided by a review of (1) the circumstances

surrounding the employee's current absence and (2) the employee's prior attendance record.

#### Section 27.14

##### Sick Leave Donation Policy

This policy, pursuant to Ohio Revised Code Section 124.391, has been adopted by the Richland County Board of Commissioners, for all agencies and Appointing Authorities not otherwise covered by collective bargaining agreements.

- I. Each such agency or Appointing Authority shall have discretion to adopt such program provided the program is implemented strictly according to the following guidelines:
  - A. The donation plan for each employee must be in writing using the attached forms.
  - B. The donation cannot exceed a term greater than 240 hours.
  - C. The employee in critical need must be paid his or her hourly rate from the donated hours.
  - D. The county's benefit administrator must be notified when an employee participates in this is plan.
  - E. The employee may participate in this program once per year, defined as a rolling twelve (12) month period measured backward from the date an employee initiates a request to receive a donation of sick leave.
- II. To qualify as having a "Critical Need" for the purposes of this policy, an employee must meet the following criteria:
  - A. They must have a serious illness, injury, or impairment that involves either inpatient care or continuing treatment by a health care provider.
  - B. This serious illness or injury must be documented by a physician using the attached form.
  - C. The illness or Injury cannot be work related.
  - D. They cannot be eligible for any other paid leave or other employee pay benefit program.
  - E. They must have been employed by the County for at least one (1) year prior to making a request to receive a sick leave donation.

- F. They must have had a minimum sick leave balance of at least 100 hours within six (6) months prior to their request to receive a sick leave donation for serious illness or injury.
  - G. They must have properly completed and submitted the necessary paperwork to the Appointing Authority and the Director of Human Resources:
    - 1) Request to Receive Donation of Sick Leave
    - 2) Authorization for Voluntary Donation of Leave
    - 3) Physician's Certification
    - 4) Benefit Administrator Eligibility Certification
    - 5) Supporting documentation of the above (such as pay stub showing leave balances, etc.)
  - H. The above-mentioned paperwork has been verified and approved in writing by the Director of Human Resources.
- III. The employee wishing to donate leave shall:
- A. Complete the "Authorization for Voluntary Donation of Leave" form
  - B. Certify that they will have a minimum combined leave balance of at least 240 hours following the donation of leave; and
  - C. Understand that the leave is donated voluntarily and will not be returned.
- IV. This program 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 to 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 shall be considered sick leave, but shall never be converted into a cash benefit.
- V. Falsification of any documentation required for participation in this program shall be grounds for disciplinary action.
- VI. This program shall not be interpreted as an amendment to any existing collective bargaining agreement. Whether the program is incorporated into an agreement so as to become a collectively bargained benefit shall be determined solely by the parties of each agreement. Nevertheless, any negotiated plan cannot be inconsistent with the terms and conditions set forth in this policy.

- VII. The adoption of this policy to implement the leave donation program shall not be interpreted to be and is not a Plan Amendment to the Richland County Health Insurance Plan.
- VIII. This Sick Leave Donation Program shall be and is limited to solely the employees within each respective agency or Appointing Authority that has elected to adopt the policy and shall not be expanded, transferred to or be combined with any other agency and/or appointing authority regardless of whether It has also implemented a leave donation plan.
- IX. Appointing Authorities shall ensure that no employees are forced to donate leave. They shall also respect the employee's right to privacy, however, they may, with the permission of the employee who is in need, inform employees of their co-worker's critical need for leave. Appointing Authorities shall not directly solicit leave donations from employees. The donation of leave shall occur on a strictly voluntary basis.

**ARTICLE 28**

**TRAVEL**

Section 28.1

Employer agrees to pay full amount of lodging expenses by employee while on approved travel outside of Richland County, Lodging expenses shall be subject to prior approval by Employer.

Section 28.2

Employees shall be reimbursed at the current IRS rate per mile, for use of their personal vehicles for approved business travel and necessary parking fees, upon submission of receipts. When more than one employee travels to the same meeting, mileage reimbursement will occur for only one vehicle unless prior approval has been granted for additional vehicles. All mileage shall be measured from the Agency to the meeting site by the most direct route.

Section 28.3

Employees on approved business outside Richland County shall be reimbursed up to the following maximums for meal expenses actually incurred outside of Richland County and upon the submission of original, itemized receipts.

Breakfast	\$ 7.00
Lunch	\$10.00
Dinner	<u>\$18.00</u>
	\$35.00



Employees entitled to breakfast, lunch and dinner may be paid up to a maximum of thirty-five dollars (\$35.00) per day for meal expenses and are not subject to the per meal limits of this section.

#### Section 28.3.1

Reimbursement for breakfast meals will only be made for approved travel requiring an overnight stay on the previous night.

#### Section 28.3.2

Reimbursement for dinner meals will be made during approved travel requiring an overnight stay during the same night.

#### Section 28.3.3

Requests for reimbursements shall not be honored unless turned in within ninety (90) calendar days of the date of the expense,

#### Section 28.4

The following Items shall not be reimbursed:

- A. Tips
- B. Alcoholic Beverages
- C. Entertainment
- D. Laundry and Dry Cleaning
- E. Room Service Charges
- F. Expenses of a spouse traveling with employee
- G. Any allowable expense where no receipt is provided by the employee
- H. Personal Phone Calls
- I. Traffic or parking Violations
- J. Towing Expenses

Section 28.5

Employees who are required by the Employer to travel outside of Richland County and whose combined work and travel hours exceed 40 in that week are entitled to overtime in accordance with Article 26.

**ARTICLE 29**

**FUNERAL LEAVE**

Section 29.1

In the event of a death In the Immediate family of an employee, the employee upon request will be granted funeral leave up to five (5) days to attend the funeral, make funeral arrangements and carry out other responsibilities relative to the funeral, Immediate family for the purposes of this Section shall be: mother, father, father-in-law, mother-in-law, sister, step-sister, brother, step-brother, daughter-in-law, son-in-law, spouse, child, step-child, grandparent, grandchild, or a legal guardian or other person who stands in place of a parent (loco parentis), step-mother, step-father, step-grandparent, step-grandchild, or minor foster child currently placed in the employee's household by a certified agency.

Section 29.2

Two (2) days-of funeral leave shall be granted to an employee upon request for the death of a member of the employee's family as follows: brother-in-law, sister-in-law, niece, nephew, aunt, uncle, great grandparent, and grandparents-in-law.

Section 29.3

Additional time may be approved on a case by case basis and at the sole discretion of the Employer.

**ARTICLE 30**

**JURY AND WITNESS DUTY**

Section 30.1

An employee called for jury duty by a court of competent jurisdiction or subpoenaed to testify, on a matter in which the employee is not a party, before a court of law or administrative board or agency, shall be granted a leave of absence for the period of jury service or witness service and shall be compensated at their regular rate of pay upon submission of the jury duty pay or witness fee to the Employer. If the employee elects to keep the jury duty pay or witness fee, said employee will not receive their regular rate of pay.

Section 30.2

To be eligible for jury duty pay or witness pay, an employee shall notify his supervisor in advance and submit a jury service or witness service and the amount of jury duty or witness pay received.

Section 30.3

If the employee is released from jury duty or witness duty substantially prior to the end of the work day, the employee shall return to work.

**ARTICLE 31**

**LEAVE WITHOUT PAY**

Section 31.1

Types of Leaves

Employees may be granted the following types of leave of absence:

- Disability Leave
- Education Leave
- Maternity Leave
- Personal Leave
- Long-Term Military Leave

Section 31.2

Authorization for Leave

A leave of absence shall be requested and authorized on a form designated by the Employer. The authorization of a leave without pay is solely a matter of administrative discretion and each request will be decided by the Employer on a case by case basis, taking into consideration the operational needs of the Employer.

Section 31.3

Reinstatement from Leave

Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis. An employee may contact the Employer prior to the expiration of said leave and be granted a reasonable extension for a justifiable cause.

### Section 31.3.1

An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer. If an employee fails to return to work at the expiration of an approved leave of absence and does not submit a resignation, the employee will be considered "absent without leave" and shall be subject to immediate termination.

### Section 31.4

#### Sick Leave Credit and Vacation Credit

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

### Section 31.5

#### 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 appointing authority may cancel the leave and direct the employee to report for work by giving written notice to the employee.

## **ARTICLE 32**

### **DISABILITY LEAVE**

### Section 32.1

A medically incapacitated employee, who has exhausted his or her accumulated sick leave and for whom voluntary reduction is not practicable, may request up to six months of personal leave only if he or she can present evidence as to the probable date on which the employee will be able to return to the same or similar position. Such request should be in writing, with supporting evidence attached.

### Section 32.2

A disability leave may be granted when an employee has exhausted his or her accumulated sick leave and is:

- A. Hospitalized or institutionalized or on a period of convalescence following hospitalization or institutionalization as authorized by a physician at the hospital or institution; or,

- B. Is declared medically incapable of performing the duties of his or her position by the licensed physician designated by the Employer. Such examination normally is requested by the Employer when the employee is unable or unwilling to admit his or her incapacity. The costs are paid by the Employer.

Section 32.2.1

Any appointment made to a position vacated by disability leave will be on a temporary basis and any employee must be made fully aware of its temporary nature.

Section 32.3

Reinstatement rights following disability leave extend for three years from the date such leave is granted. Such employee is to be reinstated to the same or similar position within thirty (30) days after making written application and passing a medical examination showing full qualifications to perform the duties of the position. The examination shall be conducted by a physician designated by the Employer. If continuing disability precludes reinstatement, the employee may wish to apply to O.P.E.R.S. for disability retirement. If approved, such separation should be reported by the Employer on a personnel action form.

Section 32.3.1

An employee who does not return from disability leave shall be separated from employment.

**ARTICLE 33**

**PERSONAL LEAVE**

Section 33.1

An employee may request an unpaid personal leave for any personal reasons for a duration of no more than six (6) months. An employee may receive one (1) extension of no more than six (6) months by mutual agreement with the Employer.

**ARTICLE 34**

**PREGNANCY AND MATERNITY LEAVE**

Section 34.1

Upon written request to the Employer, a pregnant employee shall be granted a leave of absence without pay subject to the following:

- A. Length of Leave:

Leaves of absence shall be limited to the period of time that the pregnant employee is unable to perform the substantial and material duties of the employee's position. This period may include reasonable pre-delivery, delivery and recovery time, as certified by a physician, not to exceed six months. If the employee is unable to return to active work status within six months, the employee shall be given a disability separation.

- B. Such leave shall not include time being requested for purposes of child care following the recovery of the employee. An employee desiring a leave of absence for purposes of child care should request the leave for this specific purpose in accordance with Paragraph (F) below.

Physician's Certificate:

A pregnant employee requesting a leave of absence without pay must present, at the time of the request is made, a physician's certificate stating the probable period for which the employee will be unable to perform the substantial and material duties of the employee's position due to pregnancy, childbirth or related medical conditions.

- C. Sick Leave Usage:

Upon request and in accordance with the Article 27 herein, a pregnant employee shall be permitted to use any or all of the employee's accumulated sick leave credit only for the period of time, as certified by the physician's certificate, that the employee is unable to work as a result of pregnancy, childbirth or related medical conditions. An employee using sick leave credit shall not be prevented from receiving a leave of absence without pay for the remainder of the period as defined in Paragraph (A).

- D. Vacation Leave Usage:

Subject to the provisions contained in Article 37 herein, a pregnant employee, upon request, will be permitted to use any or all of the employee's accumulated vacation leave at any reasonable time period or following childbirth. Such vacation leave may precede, be part of or follow the period as defined in paragraph (A) of this policy.

- E. Request For Leave:

Request for leave of absence, sick leave, personal leave or vacation leave made pursuant to this policy are subject to the Articles contained herein.

- F. Child Care:

Any employee may be granted a leave of absence without pay for purposes of child care, all requests for child care leave shall be discussed in a meeting between the Director, the employee's immediate supervisor and the employee. All requests for leave 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. An adoptive parent's request for leave of absence for purposes of child care shall be considered on the same basis as that of a biological parent under similar circumstances,

## **ARTICLE 35**

### **MILITARY LEAVE**

#### Section 35.1

Military Leave shall be in accordance with the Richland County Policy as stated below:

##### A. Military Leave without Pay

A permanent employee who is called for active duty into the armed forces of the United States, the Coast Guard, Public Health Service, Civil Defense or Merchant Marine Service shall (in accordance with existing law) be entitled to re-employment after discharge under honorable conditions from such services, provided the employee is physically and mentally able to perform the work required and reports for work within 90 days of such discharge or within 90 days of release from hospitalization continuing after discharge for a period of not more than one year,

The employee shall be re-employed in the same or similar job held prior to induction, at the same salary, or if the job has been upgraded, at the existing salary,

In the event the job no longer exists, the employee shall be re-employed in such a capacity for which he or she is qualified at a salary comparable with that formerly received.

##### B. Paid Military Leave

Employees who are members of the Ohio National Guard, the Ohio Defense Corps, the Ohio Naval Militia or members of other reserve components of the armed forces of the United States are entitled to a military leave of absence from their duties without loss of pay, for such time as they are in the military service on field training or active duty for a period not to exceed thirty-one (31) days in any one federal fiscal year, as defined by Ohio Rev. Code § 5923.05.

The maximum number of hours for which payment can be made in any one federal fiscal year is one hundred seventy-six (176) hours.

### C. Compensation

Employees shall receive compensation they would have received for up to thirty-one (31) days in a federal fiscal year even though they served for more than thirty-one (31) days of such year on field training or active duty.

If an employee is called to active duty for a period in excess of the thirty-one (31) days in any one federal fiscal year because of an executive order issued by the President of the United States or an Act of Congress, the employee is entitled, during the period designated in the order or act, to a leave of absence and to be paid, during each month of that period the less of the following:

- 1) The difference between his/her gross monthly wage or salary as an officer or employee and the sum of his/her gross military pay and allowances received that month;
- 2) Five hundred dollars (\$500.00)

### D. Evidence of Military Duty

Employees are required to submit to the Board an order of statement from the appropriate military commander as evidence of military duty before military leave with pay will be granted.

The employee should notify his/her supervisor or the Board of his/her impending absence for military leave, at the earliest date possible.

### E. Benefits

The Employer contribution to OPERS will not be made for employees called to active duty for a period in excess of thirty-one (31) days, however, employees may be eligible to purchase this time at a later date.

The employee's health care coverage will continue with the Employer paying their portion (Employer's portion) of the premium for the first thirty (30) days of military leave.

While on military leave, the employee's health care coverage will continue beyond thirty (30) days, however, if the employee elects to continue this coverage, he/she will be required to pay the COBRA premium of up to one hundred two percent (102%) of the cost of coverage during this extension.

In no case will coverage be continued for longer than the period of the military leave.



Section 35.2

Re-employment rights shall be in accordance with the Uniform Services Employment and Re-employment Rights Act of 1994, 38 U.S.C. 4301, et seq.

**ARTICLE 36**

**HOLIDAYS**

Section 36.1

Employees of the Richland County Job & Family Services are entitled to the following paid holidays:

NEW YEAR'S DAY	(1st day of January)
MARTIN LUTHER KING DAY	(3rd Monday of January)
PRESIDENT'S DAY	(3rd Monday of February)
MEMORIAL DAY	(Last Monday in May)
INDEPENDENCE DAY	(4th day of July)
LABOR DAY	(1st Monday in September)
COLUMBUS DAY	(2nd Monday in October)
VETERAN'S DAY	(11th day of November)
THANKSGIVING DAY	(4th Thursday of November)
DAY AFTER THANKSGIVING	
CHRISTMAS EVE DAY	(Last working day before the observed Christmas Day Holiday)
CHRISTMAS DAY	(25th day of December)
NEW YEAR'S EVE DAY	(Last working day before the observed New Year's Day Holiday)

Section 36.2

To be entitled to holiday pay, an employee must work or be in active pay status (vacation, paid sick leave, personal day or compensatory time only) for the full regularly scheduled work hours on the day before and the day after the holiday. The employee must also be on the active payroll, e.g. receiving pay, during the week in which the holiday falls.

Notwithstanding the foregoing, an employee whose service retirement under OPERS begins on the first workday following the holiday shall be considered to be in active pay status on the day following the holiday for the purpose of this Section only.

Section 36.3

If Independence Day or Veteran's Day falls on a Saturday, the holiday will be observed on the preceding Friday. If Independence Day or Veteran's Day falls on a Sunday, the holiday will be observed on the following Monday. Christmas Eve and Christmas Day

taken together and New Year's Eve and New year's Day taken together shall be known as double holidays. The holidays for these days shall be observed on the day they fall except: When the first double holiday falls on Friday, the double holidays will be observed on that Friday and the following Monday. When the first double holiday falls on Saturday, the double holidays will be observed on the preceding Friday and the following Monday. When the first double holiday falls on Sunday, the double holidays will be observed on the preceding Friday and the following Monday.

Section 36.4

If an employee's work schedule is other than Monday through Friday, he is entitled to holiday pay for holidays observed on his day off regardless of the day of the week on which they are observed.

Section 36.5

Any work performed by an employee on any one of the days listed in Section 36.1 or Section 36.2 shall be paid at the rate of one and one-half (1 1/2) time the employee's straight time hourly earnings in addition to the holiday earnings.

Section 36.6

Full-time employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 36.1 above when no work is performed on such holidays.

Section 36.7

If a holiday occurs during a period of paid sick or vacation leave, the employee will draw normal pay and will not be charged for sick or vacation leave.

**ARTICLE 37**

**VACATION**

Section 37.1

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 years of service, as follows:

<u>YEARS 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 or more	160 hours

25 years or more

200 hours

Section 37.2

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

<u>ANNUAL VACATION ENTITLED TO</u>	<u>CREDITED PER PAY PERIOD</u>
80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

Section 37.3

No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until he has completed one (1) year of employment with Employer.

Section 37.4

Vacations are scheduled in accordance with the workload requirements of the Individual divisions. For this reason, the Employer may require vacation requests be made a reasonable time In advance of the dates requested. Adjustments to the vacation request will be made In accordance with the workload requirements as determined by the Employer. An employee wishing to change his/her scheduled vacation shall give the Employer forty-eight (48) hours advance notice.

Employees may send vacation leave requests via email to the employee’s supervisor.

Section 37.4.1

The Employer shall have the right to deny vacation requests if workload requirements so mandate.

Section 37.5

Employees of the Department may accumulate unused vacation time up to a maximum limit of three years.

Section 37.6

Employees shall forfeit their right to take or to be paid for any vacation leave to credit which is excess of the accrual allowed. Such excess leave shall be eliminated from the employee's leave balance.

Section 37.7

Days specified as holidays in Article 36 shall not be charged to an employee's vacation leave.

Section 37.8

An employee is entitled to compensation, at his current rate of pay, for the pro-rate portion of any earned but unused vacation leave for the current year to his credit at time of separation and in addition shall be compensated for any unused vacation leave accrued to his credit, for three years immediately preceding the separation date of employment.

Section 37.9

If an employee, while on vacation, suffers illness or injury or experiences a death in the family, which would warrant paid sick leave had the member been at work such employee shall. Upon showing proper evidence acceptable to the Employer, be allowed to charge such absence to sick leave rather than vacation leave provided the employee notifies his/her immediate supervisor no later than 7:00 a.m. each day of the illness, injury or death to report off sick

Section 37.10

In the case of the death of an employee, the unused vacation to the credit of any such employee shall be paid in accordance with Section 2113.04 of the Revised Code or to his estate.

**ARTICLE 38**

**PERSONAL DAYS**

Section 38.1

Each employee in the bargaining unit, except newly hired probationary employees as limited below may take up to three (3) personal days off with pay per year (year defined as July 1 - June 30), at a time mutually agreeable to the employee and his supervisor. This time may be taken in one-quarter (1/4) hour increments. Newly hired probationary employees shall become eligible for usage of personal days upon completion of their probationary period to be taken at a time mutually agreeable to the employee and his supervisor.

## ARTICLE 39

### WAGES

#### Section 39.1

Effective October 1, 2020, all members of the bargaining unit will receive a fifty cents (\$0.50) increase to their current rate of pay.

#### Section 39.2

Section 39.1 shall not preclude the receipt of longevity as provided in Article 40.

#### Section 39.3

Effective October 1, 2021 all members of the bargaining unit will receive a fifty cents (\$0.50) increase to their immediately prior rates of pay. Effective October 1, 2022 all bargaining unit employees shall receive a fifty cents (\$0.50) increase to their immediately prior rates of pay.

#### Section 39.4

Above referenced increases shall be included in all pay ranges of the above referenced schedules.

#### Section 39.5

Part-time employees shall be compensated on all hourly basis for time worked, at the new hire rates shown in Appendix D.

#### Section 39.6

One percent (1%) for holders of Associate Degrees.

Two percent (2%) for holders of Bachelor's Degrees.

Three percent (3%) for holders of Master's Degrees.

Bargaining unit employees who obtain additional education through the life of this Agreement will receive the appropriate pay increase as stated above.

All degrees must be from a fully accredited institution. A copy of the employee's diploma or transcript showing the awarding of a degree must be filed with the Department and any resulting pay increase will become effective with the first pay period subsequent to receipt of the verification.

Each bargaining unit employee eligible for the education benefit will be paid only for the highest degree held.

Section 39.7

All new hires will start at the appropriate new hire rate of pay per classification. Said new hire rates appear in Appendix D.

**ARTICLE 40**

**LONGEVITY**

Section 40.1

Beginning on the first day of the pay period within which an employee hired prior to July 1, 2005 completes five years of total service with the Employer, the State of Ohio or any of its political subdivisions, he shall receive an automatic salary adjustment equivalent to two and one-half percent of the employee's hourly rate of pay to the nearest whole cent. He shall receive thereafter an annual adjustment equivalent to one-half of one percent of his hourly rate of pay to the nearest whole cent, for each additional year of qualified employment until a maximum of twelve (12%) percent of his hourly rate of pay is reached. The length of service used to calculate longevity adjustments shall not be affected by promotion, demotion or other changes in classification held by the employee, nor by any change in pay range for his class. Time spent on authorized leave of absence shall be counted for this purpose.

Any employee hired after July 1, 2005 will not be eligible for longevity pay.

**ARTICLE 41**

**INSURANCE**

Section 41.1

The Employer agrees to provide during the life of this Agreement hospitalization and medical insurance with the same coverage as is provided to the Board of County Commissioners and of the Director of the Department.

Section 41.2

The monthly contribution for employees effective January 1, 2021 will be \$139 for Family and \$106 for Single.

Section 41.3

Employees electing not to take hospitalization and medical insurance will be paid the same as a majority of other county employees not covered by a collective bargaining agreement.

Section 41.4

Employees may elect to change from one plan to another or to take no insurance coverage at least once a year and at other times that they experience a change in status in accordance with the plan.

Section 41.5

The Employer agrees to permit one member of the bargaining unit to sit on and have full participatory rights on the Richland County Health Insurance Committee who shall suffer no loss of pay while attending such committee meetings.

Section 41.6

For the period beginning January 1, 2021, and for the balance of this Agreement, employees shall pay the same employee contribution as other County employees not covered by a collective bargaining agreement. For the years 2021, 2022, and 2023 the employee's contribution shall not increase by more than \$8.00 per employee per month per year for each plan.

**ARTICLE 42**

**SEVERABILITY**

Section 42.1

Should any part of this Agreement or any provisions 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 provision shall not invalidate the remaining portions hereof and they shall remain in force and effect. In the event any part of this Agreement is invalidated, the parties will meet to negotiate in good faith a replacement provision.

**ARTICLE 43**

**DURATION OF AGREEMENT**

Section 43.1

This Agreement shall be effective October 1, 2020 and shall remain in effect through September 30, 2023.

### Section 43.2

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 43.4

This Agreement constitutes the entire Agreement between the parties and all other agreements written, oral or otherwise are hereby canceled.

## **ARTICLE 44**

### **APPLICATION OF CIVIL SERVICE**

#### Section 44.1

It is the intent of the parties that this Agreement shall govern all matters relating to bargaining unit employees' terms and conditions of employment. To the extent permitted by Chapter 4117, Revised Code, any term or condition of employment expressly addressed by this Agreement shall supersede and replace in its entirety any civil service provision relating to the same subject.

#### Section 44.2

The provisions of the Revised Code pertaining to personnel and payroll reporting requirements to the Ohio Department of Administrative Services shall apply to bargaining unit employees to the extent not inconsistent with this Agreement. Job audits, reclassifications, the reporting of personnel actions and the right to appeal to the State Personnel Board of Review shall not be affected by the provisions of Section 44.1 except that bargaining unit members retain the right to grieve job audits, reclassifications and personnel actions taken pursuant to Revised Code Chapter 124, provided the reclassification or job audit results in a downward reclassification of the employee.

## **ARTICLE 45**

### **DRESS CODE**

As professionals, all members of the bargaining unit will dress in a neat, clean and appropriate manner for an office environment. No shorts, sweat pants, sweatsuits or nylon



jogging attire principally designed for the purpose of exercise or casual denim blue jeans are appropriate for wear during work hours.

## **ARTICLE 46**

### **DRIVER ELIGIBILITY**

#### Section 46.1

In order to be eligible to drive a county owned vehicle or to receive mileage reimbursement, each employee shall submit evidence upon request that there is in effect for his/her motor vehicle liability insurance that meets Ohio Revised Code minimums. Said insurance shall remain in effect on any day on which the employee drives on department business.

#### Section 46.2

The privilege of driving a motor vehicle on department business shall be conditional upon having a valid Ohio Driver's license. It is recognized the Employer has an interest in keeping department insurance premium costs down. All employees shall be required to attend the County Defensive Driving Course during paid work hours and at the agency expense.

## **ARTICLE 47**

### **FAMILY AND MEDICAL LEAVE**

Any employee who has sick leave, vacation leave, or personal leave which is available for the purpose for which that leave may be taken, must, use such paid leave concurrent with the employee's family medical leave before unpaid family and medical leave will be granted. Such leave will be deducted from the twelve weeks of family and medical leave provided by Federal law and the balance of the twelve weeks of leave in any year shall be in accordance with Section 6.3 of the Richland County Policy adopted August 3, 1993 hereto attached as Appendix I. The term "year" as used in this policy shall be defined as the twelve month period measured forward from the date of the employee's first use of FMLA pursuant to an approved application.

## **ARTICLE 48**

### **CALAMITY DAY**

#### Section 48.1

If the Employer finds it necessary to close the Agency because of inclement weather or other unforeseen conditions, all employees will receive the pay they would have received for all hours which they were scheduled to work but did not work due to such closing.

### Section 48.2

If an employee is off work on approved paid leave when the Employer finds it necessary to close the Agency, the employee will be charged with the approved leave hours.

### Section 48.3

Should a level 3 emergency be declared in Richland County or an adjacent county of residence and an employee be unable to travel to work, the employee will be given the option of using vacation, compensatory leave or personal days available to the employee.

## **ARTICLE 49**

### **PEOPLE CHECK-OFF**

#### Section 49.1

The Employer will deduct voluntarily contributions to the American Federation of State, County and Municipal Employees International Union's Public Employees Organization to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

#### Section 49.2

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P. O. Box 65334, Washington, D. C. 20035. The payment will be accompanied by an alphabetical list of names of those employees for whom a deduction was made and the amount of the deduction and the list of employees who had fair share fees deducted.

#### Section 49.3

An employee shall have the right to revoke such authorization by giving written notice to the Employer and Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from dues deductions and fair share fee deductions.

## **ARTICLE 50**

### **DRUG FREE**

During the term of this Agreement, the parties agree to participate in the process of coordinating, developing and Implementing a Drug and Alcohol Policy for Richland County employees, as facilitated by the Employee Participation Council. Furthermore, it is understood and agreed that the Employer will not implement the above-mentioned policy without agreement from the union.

## **ARTICLE 51**

### **PERFORMANCE EVALUATIONS**

#### Section 51.1

Performance evaluations are to measure the level of job performance and to provide the employee with constructive feedback concerning job performance. The performance evaluation is not to be used as a disciplinary tool or for disciplinary purposes. The performance evaluation may reflect employee conduct which may also be subject to discipline In accordance with the county discipline policy.

#### Section 51.2

An employee other than a probationary employee may have an administrative review of his/her performance evaluation upon written request to the Assistant Director received no later than ten (10) working days after receipt of his/her evaluation. The Assistant Director or her designee shall meet with the employee for the purpose of learning the reasons for the employee's dissatisfaction with the evaluation and may consult with the supervisor concerning these reasons. Within ten (10) working days of the meeting, the Assistant Director or her designee shall issue a final, written decision based upon her review which may Include an amendment to the evaluation. No grievance may be filed with respect to any administrative review or performance evaluation.

**APPENDIX A**  
**OFFICIAL AFSCME LOCAL 1295**  
**UNION TIME SHEET**

UNION OFFICIAL \_\_\_\_\_ DATE \_\_\_\_\_

GRIEVANT \_\_\_\_\_

ACTIVITY \_\_\_\_\_

STARTING TIME \_\_\_\_\_

ENDING TIME \_\_\_\_\_

SUPERVISOR'S SIGNATURE

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TOTAL TIME USAGE

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**Employer Signature**

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**Date Received**

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## APPENDIX C

### CLASSIFICATION

CLASSIFICATION	PAY RANGE
Account Clerk 2	26
Clerical Specialist 2	25
Clerical Specialist 3	27
Computer Operator 1	27
Computer Operator 2	28
Data Systems Coordinator 1	29
Eligibility Referral Specialist 1	27
Eligibility Referral Specialist 2	28
Investigator	27
Public Inquiries Assistant	27
Purchasing Agent	28
Social Services Worker 1	27
Social Services Worker 2	28
Unit Support Worker 2	04

**APPENDIX D**

**New hires hired after October 1, 2020 will receive the 2019 “New Hire Base Rate”:**

Pay Range	New Hire Base Rate	New Hire Base Rate + Educational Benefit		
		Assoc. (1%)	Bachelor (2%)	Master (3%)
04	\$15.32	\$15.45	\$15.58	\$15.72
05	\$15.88	\$16.02	\$16.16	\$16.29
25	\$15.48	\$15.61	\$15.75	\$15.88
26	\$16.11	\$16.25	\$16.39	\$16.53
27	\$16.75	\$16.90	\$17.04	\$17.19
28	\$17.51	\$17.66	\$17.82	\$17.97
29	\$18.37	\$18.53	\$18.70	\$18.86



## **APPENDIX E**

### **CLASSIFICATION SERIES**

#### **Clerical and Office Division (10000)**

Data Systems Coordinator 1  
Computer Operator 2  
Clerical Specialist 2  
Clerical Specialist 3  
Purchasing Agent

#### **Client Services Division (30000)**

Eligibility Referral Specialist 1  
Eligibility Referral Specialist 2

#### **Investigator**

Public Inquiries Assistant  
Social Service Worker 1  
Social Service Worker 2  
Unit Support Worker 2

## APPENDIX F

### RICHLAND COUNTY LONGEVITY RATES

Years of Service	Percentage
5	2.5%
6	3.0%
7	3.5%
8	4.0%
9	4.5%
10	5.0%
11	5.5%
12	6.0%
13	6.5%
14	7.0%
15	7.5%
16	8.0%
17	8.5%
18	9.0%
19	9.5%
20	10.0%
21	10.5%
22	11.0%
23	11.5%
24	12.0%

## **APPENDIX G**

### **Family and Medical Leave of Absence**

Family and Medical Leave of Absence is provided in keeping with the Family and Medical Leave Act of 1993. This leave shall apply to all family and medical leaves of absence except to the extent that such leaves are covered under other paid employment benefit policies for any part of the twelve weeks of leave to which the employee may be entitled under this provision. In other words, if an employee is entitled to paid leave under other provisions of the Personnel Policy Manual the employee must take the paid leave first and if the paid leave is less than 12 weeks, the additional weeks of leave necessary to attain the 12 work weeks of leave required by the Family and Medical Leave Act of 1993 shall be taken without compensation.

#### **DEFINITIONS**

For purposes of administering Family and Medical Leave the following definitions shall be and are adopted:

1. Health Care Provider - The term "health care provider" means:  
A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or  
Any other person determined by Federal mandate to be capable of providing health care services.
2. Parent - The term "parent" means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.
3. Reduced Leave Schedule - The term "reduced leave schedule" means a leave schedule that reduces the usual number of hours per work week, or hours per work day, of an employee.
4. Serious Health Condition - The term "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:  
Inpatient care in a hospital, hospice, or residential medical care facility; or  
Continuing treatment by a health care provider.
5. Son or Daughter - The term "son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is: Under 18 years of age; or 18 years of age or older and incapable of self-care because of a mental or physical disability.
6. Spouse - The term "spouse" means a husband or wife, as the case may be.

#### **ELIGIBILITY FOR LEAVE**

To be eligible for leave an employee must have been employed for at least twelve months in total, and must have worked at least 1,250 hours during the twelve month period preceding the commencement of the leave. The leave may be granted for one or more of the following for a total of 12 work weeks of leave during any 12 month period:

Because of the birth of a son or daughter of the employee and in order to care for such son or daughter. Because of the placement of a son or daughter with the employee for adoption or foster care. In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent has a serious health condition. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

The entitlement to leave under (A) or (B) shall expire at the end of the 12 month period beginning on the date of such birth or placement. Leave under (A) or (B) shall not be taken intermittently or on a reduced leave schedule.

The entitlement to leave under (C) or (D) may be as follows:

1. The leave must be medically necessary. If leave is so requested then the Appointing Authority may require the employee to provide medical certification to support a claim for leave for the employee's own serious health condition or to care for a seriously ill child, spouse or parent. For the employee's own medical leave, the certification must include a statement that the employee is unable to perform the functions of his or her position. For leave to care for a seriously ill child, spouse or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. In its discretion, the Appointing Authority may require a second medical opinion and periodic recertification at its own expense. If the first and second opinions differ, the Appointing Authority at its own expense may require the binding opinion of a third health care provider, approved jointly by the Appointing Authority and the employee.

If medically necessary for a serious health condition of the employee or his or her spouse, child or parent, leave may be taken on an intermittent or reduced leave schedule. If leave is requested on this basis, however, the Appointing Authority may require the employee to transfer temporarily to an alternative position which better accommodates recurring periods of absence or a part-time schedule, provided that the position has equivalent pay and benefits.

Spouses who are both employed by the Appointing Authority are entitled to a total of twelve weeks of leave (rather than twelve weeks each) for the birth or adoption of a child or for the care of a sick parent.

## **NOTIFICATION AND REPORTING REQUIREMENTS**

When the need for leave is foreseeable, such as the birth or adoption of a child, or planned medical treatment, the employee must provide reasonable prior notice, and make efforts to schedule leave so as not to disrupt the Appointing Authority's operations. In cases of illness, the employee will be required to report periodically on his or her leave status and intention to return to work.

## **STATUS OF EMPLOYEE BENEFITS DURING LEAVE OF ABSENCE**

Any employee who is granted an approved leave of absence under this policy is advised to provide for the retention of his or her group insurance coverage by arranging to pay the premium contributions during the period of unpaid absence.

In the event that an employee elects not to return to work upon completion of an approved unpaid leave of absence, the Appointing Authority may recover from the employee the cost of any payments made to maintain the employee's coverage, unless the failure to return to work was for reason beyond the employee's control. Benefit entitlements based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence.

## **COMPLETION OF LEAVE FORM**

A request for Family and Medical Leave of Absence Form must be originated in duplicate by the employee. This form should be completed in detail, signed by the employee, submitted to the immediate supervisor for proper approval. If possible, the form should be submitted thirty (30) days in advance of the effective date of the leave.

All requests for family and medical leaves of absence due to illness will include the following information attached to a completed request for Family and Medical Leave of Absence: Sufficient medical certification stating (1) the date on which the serious health condition commenced; (2) the probable duration of the condition; and (3) the appropriate medical facts within the knowledge of the health care provider regarding the condition. In addition, for purposes of leave to care for a child, spouse, or parent, the certificate should give an estimate of the amount of time that the employee is needed to provide such care. For purposes of leave for an employee's illness, the certificate must state that the employee is unable to perform the functions of his or her position. In the case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which such treatment is expected to be given and the duration of such treatment must be stated.

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties have hereunto signed by their authorized representatives this 30<sup>th</sup> day of December, 2017 **2020**.

FOR THE COUNTY:

Cliff Allan

Antony W

Donald Banks

Shane Nunn

FOR AFSCME LOCAL 1295:

Luc B

J Peters

Benji Williams

DAI Rumpower

Polenta Skok