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**CONTRACT**

**BETWEEN**

**ERIE COUNTY**

**BOARD OF ERIE COUNTY COMMISSIONERS  
DEPARTMENT OF JOB AND FAMILY SERVICES**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO  
OHIO COUNCIL 8**

**LOCAL # 3616**

**03/01/2023 – 02/28/2026**

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**PREAMBLE**

This Agreement entered into by the Erie County Board of Commissioners ("Employer"), and the Erie County Department of Human Service's ("Department") employees, Local #3616, American Federation of State, County and Municipal Employees, AFL-CIO, and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, ("Union"), has as its purpose the establishment of hours of work, rates of pay, benefits, and other conditions of employment.

**ARTICLE 1 UNION RECOGNITION**

1.01

- A. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of the establishment of hours of work, wages, benefits, and all other conditions of employment for the bargaining unit employees. The positions of the bargaining unit are all employees of the Erie County Department of Job & Family Services, including:

Income Maintenance Aide 3 aka Eligibility Specialist Aide 3  
Social Service Worker 3 aka Social Service Intervention Specialist 3  
Income Maintenance Worker 2/3 aka Eligibility Specialist 2/3  
Investigator 2 Account Clerk 3  
Social Service Aide 1 Clerical Specialist  
Telephone Operator 2 Social Service Worker 1  
Youth Career Coach Specialist

These following positions remain the bargaining unit, however, are vacant:

Cashier Data Processor 2  
Family Service Aide 1 Income Maintenance Aide 2  
Clerk 2 Social Service Worker 2  
Investigator 1 Account Clerk 1  
Account Clerk 2 Clerk 1  
Investigator 3 Paralegal  
Employment Services Interviewer Typist 2  
Word Processing Specialist 2 Intermittent Employees

- B. Excluded from the bargaining unit are all management employees, confidential employees, and supervisors as defined in the Act (4117 O.R.C.), including

County Job and Family Services Director Deputy Director Finance  
Payroll and Personnel Coordinator Social Services Supervisor 1  
CSEA Legal Administrator and Coordinator Case Manager/Investigator Supervisor 1  
Eligibility/Referral Supervisor 1 Deputy Director Community Services  
Fiscal Coordinator Deputy Director Social Programs  
Business Outreach Coordinator Deputy Director Child Support  
Workforce Development and Fraud Administrator

These following positions remain in management, however, are vacant:

Personnel Officer 2 Attorney 1, 2, and 3  
Fiscal Officer Admin. Assistant / Secretary 1  
Assistant County DJFS Director Accountant 1, 2  
Business Administrator Training Officer 2  
Investigator 4 Fiscal Supervisor

C. References made to Personnel Policy are in regard to Erie County Personnel Policies which serves as an adjunct to this contract between the employer and AFSCME Local #3616.

**1.02** In the event a new job is created, it is agreed between the parties that discussions shall take place to determine whether or not such new job shall be included in the bargaining unit. If it is agreed that the position should be placed in the bargaining unit, the Employer and Union will negotiate the terms and conditions of employment, hours of work, benefits, and wages of such new position. If an agreement cannot be reached between the parties as to whether a job/position is to be in the bargaining unit, the parties agree to submit the dispute to the State Employment Relations Board (S.E.R.B.) for its determination. S.E.R.B.'s ruling shall be binding on the parties.

## **ARTICLE 2 MANAGEMENT RIGHTS**

2.01 The Union recognizes that, except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage and direct the affairs of the Employer as follows:

- A. Determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, and organizational structure;
- B. Direct, supervise, evaluate, or hire employees;
- C. Maintain and improve the efficiency and effectiveness of governmental operations;
- D. Determine the overall methods, process, means, administrative procedures, or personnel by which governmental operations are to be conducted;
- E. Suspend, discipline, demote, or discharge for just cause, or lay off, transfer, assign, schedule, promote, or retain employees;
- F. Determine the adequacy of the work force;
- G. Determine the overall mission of the Employer as a unit of government;
- H. Effectively manage the work force;
- I. Take actions to carry out the mission of the public employer as a governmental unit.

2.02 The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer, and all rights pursuant to law shall be retained by an individual employee and the Union.

## **ARTICLE 3 STEWARDS/UNION BUSINESS**

3.01 The Employer agrees to admit not more than two (2) Union Staff Representatives to the Employer's facilities during the Employer's normal hours of work. The Union Staff representatives agree that such visitations shall be for the purposes of administering this Agreement, and shall not disrupt the normal operation(s). Upon arrival, the Union representatives shall identify themselves to the Employer or their representative.

3.02 STEWARDS. The Employer will recognize not more than nine (9) stewards/officers for purposes of representation of the employees. Such stewards/officers shall not be recognized by the Employer until the Union notifies the Employer in accordance with 3.03 of this Article.

3.03 The Union shall provide to the Employer an official written roster of its officers and Stewards, which is to be kept current at all times, and shall include:

1. Name
2. Union Office held

- 3.04 The function of each party is to carry out the provisions of this Agreement. Local representatives who attend grievance meetings and pre-disciplinary conferences shall be paid provided the scheduled time for the meeting is during their normal work day. Management shall allow the Union President or designee eight (8) hours per month to conduct Union business, including orienting new employees to the union, during work hours, provided a log of such activities is provided to Management. The Union President or designee shall provide Management with reasonable notice of the anticipated date and time, during work hours, that these hours will be utilized. All other Union business, including grievance discussions and reduction to writing, shall be done on non-work time. Non-work time is defined as breaks, lunch periods, and/or before or after normal business hours.
- 3.05 The President of the local Union should be the Chief Steward and, in their absence, the Vice President shall serve as Chief Steward.

#### **ARTICLE 4 NON-DISCRIMINATION**

- 4.01 Neither the Employer nor the Union will discriminate against any bargaining unit employee on the protected status basis of age, sex, race, color, creed, physical handicap/disability, national origin, marital status, religious affiliation, or veteran's status. Neither the Employer nor Union will discriminate on the basis of Union affiliation, sexual orientation or political affiliation.
- 4.02 All reference to employees in this Agreement shall be in gender neutral third person.
- 4.03 The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union, and the Employer shall not discriminate, interfere, restrain or coerce any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.
- 4.04 The Union agrees not to interfere with the rights of employees to refrain from membership in the Union and the Union shall not discriminate, interfere, restrain or coerce any employee exercising the right to abstain from membership in the Union or involvement in Union activities.
- 4.05 The Employer agrees that any Affirmative Action Plan which may be established shall not cause the displacement or reduction of any bargaining unit employee.
- 4.06 Employee Morale and Efficiency. The Parties agree that every employee is entitled to equitable and courteous treatment by every other employee. The use of language which would be commonly accepted as insulting, degrading, or intimidating, and/or any other forms of harassment will not be permitted in working situations. Any employee found guilty of violating this shall be subject to disciplinary action. This section may not be grieved to binding arbitration. (Please refer to the Erie County Personnel Policy for definitions)
- 4.07 The parties, realizing their responsibilities of improving employee morale and conducting good labor relations between the parties, shall encourage all employees to conduct themselves in good manners in this relationship.

#### **ARTICLE 5 PROGRESSIVE DISCIPLINE**

- 5.01 Bargaining unit employees shall not be disciplined without just cause. Specific reasons for disciplinary action will be given to the Union and employee. Progressive disciplinary action shall consist of the following: oral reprimand, written reprimand, suspension and/or dismissal. The parties recognize that certain offenses are serious enough to require the elimination of one or more disciplinary steps.

- 5.02 An employee may be disciplined for incompetence, inefficiency, dishonesty, alcohol or drug abuse, drunkenness, or using illegal drugs on the job, discourteous treatment of the public, neglect of duty, gross insubordination, possession of firearms, any other failure of good behavior. Refer to the Erie County Personnel Policy, Disciplinary Action, Causes for Disciplinary Action
- 5.03 Investigations into employee misconduct shall normally be conducted by the Management or Its designee within thirty (30) days of the incident(s) giving rise to the investigation or the discovery of the incident(s) by Management, whichever is later. The investigation process will include a discussion with the employee advising the employee of all possible elements of the misconduct and affording the employee an opportunity to give any additional information they deem necessary. The only time this will not occur is when the infraction contains a possible criminal element. When possible, investigations will conclude within sixty (60) calendar days.
- 5.04 A. Whenever Management determines that the basis for the employee to be disciplined could result in loss of pay, demotion, or discharge, a pre-disciplinary conference shall be scheduled. Management and the Staff Representative shall agree to a conference date, subject to availability of the Hearing Officer and the Staff Representative. The conference shall be held within fifteen (15) working days. The employee and the Union president or designee shall also be provided with a written copy of the charges against the employee, which shall include a description of the alleged infraction, at the same time the conference notice is given.
- B. A Hearing Officer, as arranged by Human Resources, will be selected by management to preside over the pre-disciplinary conference. As much as possible the Hearing Officer will be rotated. The Hearing Officer will only consider testimony and evidence that they have before them at the time of the hearing. Should the Hearing Officer request or require additional information after the hearing, this information will also be shared with both parties.
- C. At the pre-disciplinary conference, Management will first present its position, using supporting documentation and/or witnesses. The employee will then have the opportunity to present their position, also using supporting documentation and/or witnesses. The employee may self-represent or may request to be represented by the Union. Should the employee choose to self-represent, a Union officer and/or Staff Representative shall be present at the pre-disciplinary conference. The parties acknowledge that any time during the conference, the employee may ask to be represented by the Union. In the event that a settlement is reached during this pre-disciplinary conference, it cannot be in contradiction to the terms of this Collective Bargaining Agreement. If no settlement is reached, the Hearing Officer will render a recommendation to both parties within ten (10) working days of the pre-disciplinary conference.
- 5.05 Copies of all written disciplinary actions shall be forwarded to the affected employee and the Union. Oral and written reprimands shall cease to have force and effect or be considered in future discipline matters eighteen (18) months after the effective date, providing there are no intervening disciplinary actions taken during that time period. Records of disciplinary actions (suspensions) shall have no force and effect or be considered in future discipline matters twenty-four (24) months after the effective date, providing there are no intervening disciplinary actions taken during that time period. Upon written request of the employee to the Employer, records of discipline, as referenced above, will be removed pursuant to the Employer's records retention schedule.
- 5.06 Following the imposition of any discipline, except oral reprimands, the affected employee may appeal such discipline beyond step 2 under the Grievance Procedure, Article 6.

## **ARTICLE 6 GRIEVANCE PROCEDURE / ARBITRATION**

- 6.01 The term "grievance" shall mean an allegation that there has been a breach, improper application of this contract and/or misinterpretation of this contract.
- 6.02 Any employee or group of employees may file a grievance through the Union on the prescribed form (Appendix A). A grievance affecting a group of employees shall be signed by at least two of the impacted employees and be filed by the Union on behalf of those employees and shall be designated a Class Action Grievance. Class Action Grievances are filed at Step 1 of the Grievance Procedure.
- 6.03 EXPEDITED GRIEVANCES. A grievance which can only be answered at the second or third step may be processed at that step without completion of lower steps.
- 6.04 WORKING DAYS. Working days are defined as Monday through Friday, excluding any holidays which fall on a Monday through Friday.
- 6.05 EXTENSION OF TIME LIMITS. The parties may mutually agree to extend the time limits herein until such time as the parties can schedule a date for a hearing.
- 6.06 SELF REPRESENTATION. Employees covered by this Agreement may request to represent themselves in a grievance hearing; however, no settlement shall conflict with any provision(s) of this Agreement. The Union shall have representatives present during any such hearing.
- 6.07 The employer will respond to grievances using the "Grievance Form" in Appendix A of this Agreement. Any grievance not answered by the Employer within the stipulated time limits shall be advanced by the union to the next step in the grievance procedure, by mutual agreement of the parties. This section is only applicable to steps 1, 2, and 3, but does not countermand Article 5.06.
- 6.08 The following are the implementation steps and procedures for all grievances to be filed:
- STEP 1. The employee with a Union Steward/Officer shall orally take up a grievance or dispute with their immediate supervisor within ten (10) working days of the event giving rise to the grievance or within ten (10) working days of the date the employee should have been aware of the events giving rise to the grievance. If the grievance or dispute remains unsettled, the employee with the Union Steward/Officer shall reduce the grievance to writing and present it to the Administrator within three (3) working days. The Administrator shall attempt to adjust the matter, and shall respond in writing to the grievant and the Union Steward/Officer within three (3) working days after receipt of the written grievance.
- STEP 2. If the grievance is not settled in Step 1 and the employee and/or the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the Director within five (5) working days after Management's answer in Step 1 and shall be signed by both the employee(s) and the Union. The Director or their designee shall hold a hearing concerning the grievance within ten (10) working days of receipt of the grievance with the authorized Union representative at a time mutually agreeable to the parties. The employee shall be present at such discussion period. If the grievance is a class action, at least one member of the class shall be present. If no settlement is reached, the Director or their designee shall give the Employer's written answer to the Union within five (5) working days following their meeting.
- STEP 3. If the grievance remains unsettled, it may be appealed, in writing, by the employee, or the Union in the case of a class action grievance, to the Employer or Its designee within ten (10) working days after the receipt of the written answer from the Step 2 hearing. The Employer, or Its designee, shall hold a Step 3 hearing. The Employer shall schedule the hearing with the Council



#8 Staff Representative at a time and date mutually convenient to both parties. The hearing shall be held within fifteen (15) working days of the appeal to Step 3, unless the parties mutually agree to postpone for good cause. The Employer, or its designee, will respond in writing to the Union within five (5) working days of the Step 3 hearing.

STEP 4. With mutual agreement mediation may be utilized by the parties when step three of the grievance process does not produce a mutually acceptable resolution. Either party may request to mediate by providing a written request to the other party within seven (7) workdays of the Step 3 answer. If the Employer and the Union mutually agree to mediate, the time lines for filing a request for arbitration will be suspended subject to the mediation procedure. A party refusing mediation must give written notice of refusal to the other party within three (3) work days of the receipt of the request to mediate. If mediation is refused, applicable time limits for appealing a grievance to arbitration shall commence on the day the refusal notice is received.

The parties agree to use the services of the Federal Mediation Conciliation Services (FMCS). Notices of mediation requests are to be signed by both parties and forwarded to the mediator by the moving party. Should the availability of a mediator unnecessarily delay the processing of a grievance, in the opinion of either party, the either party may withdraw its consent to mediation by notifying the other party in writing. The grievance may then proceed to arbitration.

The Union may be represented at the mediation by the President, Chief Steward or a steward designated by the President, the grievant, and a representative of AFSCME Ohio Council 8. The Employer may be represented by an equal number of representatives. Each party shall have one principal spokesperson at the mediation conference, who shall have the authority to resolve the grievance.

Any material that is presented to the mediator shall be returned to the party presenting that material at the termination of the mediation conference with the stipulation that the mediator may receive a copy solely for the purpose of statistical analysis.

Proceedings before the mediator shall be informal in nature. The presentation of evidence is not limited to that presented at the grievance proceedings. The Rules of Evidence will not apply and no record of the mediation conference shall be made.

The mediator will have the authority to meet separately with any person or persons, but will not have the authority to compel the resolution of the grievance.

If no settlement is reached during the mediation conference, the mediator shall provide the parties with an immediate oral advisory opinion unless both parties agree that no opinion shall be provided. The mediator shall state the grounds for their advisory opinion. The advisory opinion of the mediator, if accepted by the parties, shall not constitute precedent, unless the parties otherwise agree. If either party requests, the settlement will be reduced to writing and signed by the parties.

If no settlement is reached at mediation, the parties are free to arbitrate. If the parties do not accept the advisory opinion, the Union may appeal the grievance to arbitration. All applicable time limits for appealing a grievance to arbitration in this collective bargaining agreement shall commence on the day the advisory opinion is issued.

In the event that a grievance that has been mediated subsequently goes to arbitration, no person serving as mediator may serve as the arbitrator. Nothing said or done by the mediator may be referred to at the arbitration.

The parties agree that the mediator may conduct more than one (1) mediation conference in a day.

Any fees or expenses associated with the mediation conference shall be shared equally by the parties.

STEP 5. Should any grievance remain unsettled after exhausting Steps 1 through 3 either party may demand arbitration within twenty (20) working days of receipt of the Step 3 answer.

6.09 ARBITRATION. The arbitrator shall be appointed by mutual consent of the parties. The parties shall jointly request the United States Federal Mediation and Conciliation Service for a panel of seven (7) qualified arbitrators, and the parties shall select a single arbitrator from such panel. The decision of the arbitrator shall be final and binding upon both parties. The arbitrator shall not be empowered to rule contrary to, amend, to add to, or to eliminate any provisions of this contract. In the case of a discharge or disciplinary grievance, the arbitrator shall have the power to return the grievant to his employee status with or without restoration of back pay, or mitigate the penalty as equity suggests.

6.10 Expenses incident to the services of an arbitrator shall be split by both parties as declared by the arbitrator.

6.11 The parties agree that if in the event one of the parties request a pre-arbitration hearing prior to arbitration, same shall be scheduled as soon as possible, prior to arbitration being held.

6.12 If two (2) or more grievances are filed on the same subject matter, the Union or the Employer may consolidate the grievances for purposes of this Article.

## **ARTICLE 7 WORK RULES, POLICIES AND DIRECTIVES**

7.01 The Union and Management recognizes that the Employer, in order to carry out its statutory mandates and goals, have the right to promulgate reasonable work rules, policies, procedures and directives consistent with statutory authority and to regulate the personal conduct of employees while at work and while conducting agency business outside of the agency.

7.02 Management agrees that to the extent any work rules have been or will become reduced to writing, every employee shall have access to them for the duration of this Agreement. Copies of newly established written work rules or amendments to existing work rules will be furnished to the Union president or designee no less than five (5) work days prior to the effective date of such rules or amendments. Management will not implement any work rules, policies or directives without discussing with the Union president or designee prior to implementation. This section does not require the employer to have the consent of the Union prior to implementation of work rules. The Union retains its rights under this contract to file a protest to the work rules. The parties agree that this Agreement shall supersede all work rules and regulations which are in direct conflict to the terms and conditions of this Agreement. This section shall not apply to federal mandates, state mandates, and local court rules.

7.03 Employees shall have copies of work rules affecting them in electronic format and/or hard copy. The local president/designee shall receive copies of all work rules.

7.04 JOB DUTIES. Changes in job duties in any classification shall not be made without negotiations with the Union, at times and places mutually agreeable to both parties. The Employer shall provide the employees with a copy of their job duties. Nothing in this article shall negate Articles 7.01 and 7.02.

7.05 CIVIL SERVICE UTILIZATION. The parties agree that the services of the Ohio Department of

Administrative Services will not be utilized during the life of this agreement unless required by law. Since 2014, employees receive an annual evaluation. Permanent full-time and part-time employees will receive an annual evaluation. Probationary full-time and part-time employees will receive a mid-probation evaluation and an end of probation evaluation.

7.06 The parties agree that to the extent that work flow is maintained, the practice of having generic IM Worker 3's will continue with these positions knowledgeable in all programs, and both intake and ongoing which shall allow for equitable distribution of workloads and duties. A uniform absorption of duties in the absence of any given worker will be maintained.

## **ARTICLE 8 SUPERVISORY EMPLOYEES**

8.01 Bargaining unit employees shall not be displaced or laid off as the result of supervisory personnel doing bargaining unit work.

8.02 When all available employees are working and there are no bargaining unit members available to perform the work, supervisory employees may assist in the performance of bargaining unit work. No supervisory employee can bump an employee from their bid job.

8.03 Supervisory employees shall normally train, instruct, and/or direct the employees. Training, instructing and/or directing the employees shall not cause a displacement or a layoff for employees.

8.04 The parties agree that supervisors may temporarily perform bargaining unit work for short periods of time, not to exceed sixty (60) days, due to excess shortage of personnel or to permit flexible schedules. To the extent possible, Management will provide advance notice of the need for supervisory staff to perform bargaining unit duties. Neither this Section nor Section 8.02 may be interpreted to mean that supervisors are required to maintain actual caseloads.

## **ARTICLE 9 PROBATION PERIOD**

9.01 **NEW HIRE PROBATIONARY PERIOD.** Every newly hired employee will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the employer and shall continue for a period of two hundred seventy (270) calendar days. Personal leave and pay increases shall take effect after successful completion of one hundred eighty (180) calendar days and personal time off will not extend the employee's probation; however, any other time off will extend probation and Social Service Worker 3's shall be responsible to be on-call. Probationary employees may be removed without recourse during their initial probationary period. An employee who leaves the department of Job and Family Services in good standing and returns within 180 days to a position with the same classification or a lower position within the classification series shall not be required to complete an additional probationary period.

9.02 **TRANSFER PROBATIONARY PERIOD.**

A. Employee movement within the same unit and job title shall be defined as a lateral transfer and will not require a new probationary period.

B. Employees who bid to a lower classification outside of their unit will be required to successfully complete the appropriate probationary period of one hundred (180) calendar days.

C. In the case of this article (A) and (B) they may request a return to their former position or a similar position within forty-five (45) working days of transfer.

9.03 **PROMOTED EMPLOYEES PROBATIONARY PERIOD.** All newly promoted employees, except Children's Social Service Worker 3 promotions, shall serve a one hundred eighty (180) calendar day promotional probationary period. Children's Social Service Worker 3 shall serve a two hundred seventy (270) calendar days promotional probationary period. In the event an employee

cannot meet the requirements of the promoted job within the bargaining unit, they may request a return to their former position or a similar position within Thirty (30) working days of their start in the promoted position. Management may permit such a move provided it meets with the operational needs of the Department. In the event an employee fails to qualify and perform the functions of the promoted job, they will be placed back into the same or a similar position in the classification held prior to the promotion, provided a position is available. Training will commence when an employee assumes the promoted position.

- A. If the prior position no longer exists, the employee may exercise their rights, if any, under Article 12, LAYOFF AND RECALL.
- B. The displaced employee shall be transferred back to their formerly held position, displacing the employee (if any) who replaced them. If the prior position no longer exists, the employee may exercise their rights, if any, under Article 12, LAYOFF AND RECALL.

- 9.04 DEMOTION PROBATION PERIOD. All employees who are voluntarily/involuntarily demoted to a position not in their classification series, shall serve a one hundred eighty (180) calendar day probationary period with a ninety (90) day probationary period extension at the discretion of the employer.
- 9.05 PERMANENT PART-TIME PROBATIONARY PERIODS. Permanent part-time employees will serve an initial probationary period of Nine-hundred sixty (960) hours of actual work time. Permanent part-time employees will serve a promotional probationary period of Seven-hundred twenty (720) hours of actual work.
- 9.06 A newly-hired employee may not process a grievance during the first one hundred eighty (180) calendar days of their initial probationary period. After one hundred eighty (180) calendar days, they may process a grievance except those pertaining to disciplinary actions.
- 9.07 EXTENSION OF PROBATION PERIOD. If any employee who serves a probation period does not, in the employer's opinion, satisfactorily perform during that probationary period, the Employer may, at its discretion, extend the employee's probationary period for up to an additional ninety (90) calendar days to address deficiencies noted in the employee's performance. The employee will be given a written evaluation detailing the performance deficiencies and the action needed to correct same. The Union will be provided a copy of the evaluation and corrective measures needed. The parties agree that the Employer will not arbitrarily invoke this extended probationary period option.
- 9.08 An employee may bid on any agency opening during their initial or promotional probationary period and may be considered as long as no other non-probationary employee bids, however there is no guarantee that they will be accepted for the position. Lateral transfers may still bid on promotions.
- 9.09 The employer will work to achieve equitable distributions of workloads in each unit. The units will consist of Income Maintenance/Job Store, Child Support, Fiscal, Children Services/Social Services.

## **ARTICLE 10 VACANCIES**

- 10.01 The parties agree that all transfers, promotions and demotions to positions covered by the Agreement shall be filled in accordance with this Article except as required by the Ohio Department of Administrative Services.
- 10.02 Whenever Management determines that a permanent vacancy exists, and/or has created a new position, a notice of such vacancy shall be posted on the Union's bulletin board, and the

Department's bulletin board, for five (5) working days. During the posting period, anyone wishing to apply for the vacant and/or newly created position shall do so by emailing the Payroll and Personnel Coordinator of their desire to bid on the position. Management shall not be obligated to consider any applications submitted after the posting period.

- 10.03 The Union shall receive copies of all job openings and new jobs created on the first day of the posting. All openings shall contain the following: job classification, brief description, rate of pay, and location. The Union shall receive notice of who submitted bids and who was recommended for the job. The job shall be awarded within fifteen (15) working days from the time the job posting comes down provided the bidder is a current bargaining unit member.
- 10.04 If there are two (2) or more qualified employees who bid for a given opening, agency seniority shall be the final determinate where skill, ability and qualifications are substantially equal. Skill, ability and qualifications shall not be considered when a bidder whose skill, ability and qualifications are enhanced through special trainings or special projects that were not offered to all Agency employees.
  - A. Any employee who is promoted pursuant to the provisions of this Article shall receive the rate of pay of the higher classification from the first day the employee actually performs services in the higher classification.
  - B. Any employee awarded a new position should move into that position within thirty (30) work days. In the event that move creates a hardship, the parties will meet and discuss.
- 10.05 Management may temporarily fill a posted position until such time it is determined that a senior qualified employee has bid on the vacant position, or until a new employee is hired. If Management temporarily fills such an opening, such temporary appointment shall not exceed Thirty (30) actual work days, unless the parties agree to extend the temporary period.
- 10.06 If in the event no employees within the Department bid for any lateral transfers or promotions, the Employer may hire from other sources.
- 10.07 An employee who has been issued any disciplinary action, beyond an oral warning, may not bid on a vacancy for a period of Three (3) months after the issuance of the discipline.

## **ARTICLE 11 SENIORITY**

- 11.01 Employees shall accrue seniority based upon the total length of continuous service with the Department. Management shall provide seniority lists to the Union, which shall include the employee's name, seniority date, adjusted seniority date, and job title to the Union by posting the list on the public access folder. Management shall remit all personnel changes to the Union as they occur. Management will email the Union President or designee when changes are made to the seniority list or Management is notified of other personnel changes. Adjusted seniority is defined as prior granted credit for time worked in another county or governmental office, in accordance with 9.44 of the Revised Code. When two or more employees are hired on the same day, their seniority date shall be determined by alphanumeric order of the employees' last name on day of hire.
- 11.02 Seniority shall be the determinate factor for lateral transfers, and promotions where skill and qualifications are equal, and/or where the terms of this Agreement dictate.
- 11.03 Permanent part-time employees shall earn pro rata seniority pursuant to the number of hours worked. Full-time bargaining unit employees shall have bidding rights over part-time bargaining unit employees.

11.04 Seniority shall terminate for an employee when they:

- A. Quit;
- B. Retire;
- C. Are discharged;
- D. Are laid off for a period in excess of sixteen (16) months;
- E. Fail to notify the Employer of their intention to return within Three (3) days after receiving notice of recall and/or fails to report to work within Fourteen (14) calendar days after having been recalled;
- F. Fail to report for work for their first scheduled day after the termination of an authorized leave of absence, unless the employee can provide the Employer with a reasonable excuse for such failure to report;
- G. Fail to report for Three (3) work days without notification to the Employer;
- H. Falsify a reason for obtaining a leave of absence, or engages in other primary employment during the hours of work that the employee would normally be at work;
- I. Are permanently disabled and unable to return to work.
- J. Are promoted out of the bargaining unit in excess of Forty Five (45) days.

## **ARTICLE 12 LAYOFF AND RECALL**

12.01 In case any layoff of bargaining unit employees is anticipated, Management shall notify the Union of any impending layoff. The parties will meet to discuss possible alternatives and the impact of any such layoff of bargaining unit employees prior to any layoffs occurring.

12.02 The Employer may lay off employees due to lack of work or lack of funds. Whenever possible, affected employees shall receive notice of any layoff Thirty (30) calendar days, but no less than fourteen (14) calendar days, prior to any effective layoff date; in the following order:

- A. Temporary employees;
- B. Seasonal employees;
- C. Intermittent employees;
- D. Probationary part-time employees in the bargaining unit;
- E. Part-time employees in the bargaining unit;
- F. Probationary full-time employees;
- G. Full-time employees in the bargaining unit.

Employees who would not be affected by a layoff shall not receive a layoff notice, even if they meet one or more of the criteria of this section. Only employees in the classification which is scheduled for layoff and who meet one of the criteria of this section shall be notified.

12.03 The Employer shall determine in which classification(s) and which work units layoffs will occur. The parties agree that the following method will be used for bumping within the bargaining unit:

- A. Employees may exercise their seniority to displace the least senior employee in their classification, an equal-rated job classification or a lower-rated job classification that is available, provided said employee has the present and said ability and qualifications to perform the work of the new position within 30 working days.
- B. Any non-probationary employee who is bumped from their position shall have Five (5) working days in which to exercise their bumping rights in a similar matter. Any non-probationary employee bumped who is not able to exercise their seniority by bumping another less-senior employee, as listed above, shall be laid off and placed on the appropriate recall

list. Any employee may only exercise their bumping rights once during any single layoff affecting their position. Failure to exercise bumping rights within the Five (5) working day period will be a waiver of all bumping rights by the employee.

C. Income Maintenance Worker 3's may only be bumped by an employee currently in the Income Maintenance 3 classification. Social Service Worker 3's may only be bumped by employees currently in the Social Service Worker 3 classification.

- 12.04 Employees who have completed an original probationary period who are laid off shall be placed on a recall list for a period of sixteen (16) 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 within 30 working days. It is the responsibility of the employee to keep the Employer informed of any change in address or the employee's availability for recall during the above sixteen (16) month period.
- 12.05 Notice of recall from a layoff shall be sent to the employee by 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.
- 12.06 In the case of a layoff, the recalled employee shall have Five (5) working days following the date of mailing of the recall notice to notify the Employer of his intention to return to work and shall have Three (3) working days following the receipt of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. Failure to notify the Employer and/or appear for work within the period established by this section shall be considered a voluntary resignation of employment with loss of all recall rights.

#### **ARTICLE 13 MILITARY LEAVE**

- 13.01 A member of the military is entitled to leave of absence without loss of pay while on active duty, or field training for periods of time not to exceed a total of 31 calendar days (176 work hours or 22 work days) in any one calendar year. The work days under this Article need not be consecutive.
- 13.02 If an employee enlists any time after Ninety (90) days of employment with the County, they will be granted Military Leave without pay for the duration of their service. This leave will be granted up to Four (4) years of service. In the event of a reenlistment, the employee's service with the County will be terminated. Upon return to civilian status, an employee will be granted the same or similar position in the Department, providing the employee applies for reinstatement within Ninety (90) days of separation from military service.

#### **ARTICLE 14 COURT LEAVE/JURY DUTY**

- 14.01 The Employer shall grant full pay for regularly scheduled work hours on any day when an employee is subpoenaed for any court, legal administrative tribunal, or jury duty by the United States, the State of Ohio, or a political subdivision. All compensation received from the court or jury duty, less legitimate expenses, is to be remitted by the employee to the Employer, unless such duty is performed totally outside of normal working hours.
- 14.02 Employees shall not be entitled to paid court leave when appearing in court for criminal or civil when the case is being heard in connection with the employee's personal matters. Such personal absences will be approved leave without pay unless the employee wishes to utilize other earned time. If an employee wishes to utilize earned time, they shall notify the Employer at least two (2) weeks in advance of their court date, whenever possible.
- 14.03 Any employee released from jury duty four (4) hours prior to the end of their scheduled work day, shall report to work for the remaining hours. Employees who are scheduled for jury duty shall

work a regular, non-flex schedule unless prior approval is obtained from their supervisor. Employees will not have jury duty counted towards hours worked for purposes of overtime.

## **ARTICLE 15 PERSONAL LEAVE OF ABSENCE**

### **15.01 FAMILY AND MEDICAL LEAVE.**

After one full year of employment with at least 1,250 hours worked with the Agency, an employee is eligible for a leave of absence under the Family and Medical Leave Act (See Appendix B for a copy of the Act) if the absence exceeds three (3) days. Management and Union recognize Leave Solutions / Flores & Associates as the third-party administrator for the FMLA with Erie County. Employees should notify their immediate supervisor first of this need for an extended leave, unless there are extenuating circumstances. They should then notify Leave Solutions / Flores & Associates at 1-800-350-9105 to begin the process. In the event of a change of third party administrator, the Employer will notify employees via email.

**15.02 LEAVES OF ABSENCE.** Leaves of absence without pay may be requested for medical and family reasons for periods not to exceed Three (3) additional months beyond the family and medical leave. An employee may have no more than a total of Six (6) months leave in a Twelve (12) month period. The authorization for such leave will be at the discretion of Management. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, if available, or to a similar position, as determined by the Director. If the employee fails to return to work at the expiration of a leave of absence, the employee will be deemed to be absent without leave. If the absence continues for more than Three (3) days, the employee shall be subject to removal. Approved leaves of absences do not constitute a break in service. Any employee that has temporarily filled a position during an unpaid leave of absence shall revert back to their former position.

**15.03 DISABILITY SEPARATION.** Disability separations will be handled in accordance with the current rules and regulations of the Public Employee Retirement System. Employees must contact that state agency for information. The reinstatement rights guaranteed to employees will be in accordance with 124.32(B) of the Revised Code.

**15.04** If an employee has been off for an extended leave, upon their return to work, their work load and cases will be reviewed by their supervisor and they will receive position update training, as needed

## **ARTICLE 16 VACATION**

**16.01** Bargaining unit 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 length of service, and shall accrue each of Twenty Six (26) bi-weekly pay periods in a calendar year.

LENGTH OF SERVICE	BIWEEKLY	ANNUAL
Less than 1 year	none	
At the completion of 1 year	3.1 hours	2 weeks
At the completion of 7 years	4.6 hours	3 weeks
At the completion of 14 years	6.2 hours	4 weeks



At the completion of 21 years

7.7 hours

5 weeks

- 16.02 No employee will be entitled to vacation leave nor payment for accumulated vacation under any circumstances until they have completed One (1) year of employment with the Employer.
- 16.03 Vacations are scheduled in accordance with the workload requirements of the individual work units or divisions, with the approval of the Director.
- A. Adjustments to the schedule will be made based upon seniority and, in accordance with the workload requirements, as determined by the Employer.
  - B. All vacation requests for the month of December must be submitted by November 1<sup>st</sup> of the current year. At the time of submission, requested time must be accrued (on the books).
  - C. Any requests after November 1<sup>st</sup> are strictly on a first come, first serve basis where seniority does NOT govern. Requested time must be accrued (on the books).
- 16.04 With the exception of the month of December, an employee wishing to change their scheduled vacation of One (1) week or more shall give Management reasonable advance notice. All changes in the schedule shall be made on a "first come-first served" basis for those unscheduled and available weeks remaining. Management may waive the advance notice if the employee can show that there is a bona fide emergency, or circumstances beyond the control of the employee. Management shall have the right to deny vacation requests if workload requirements do not permit an employee to be off from work.
- 16.05 Once the vacation has been approved by Management, alteration or cancellation of vacation days off by Management shall be based only on unforeseen emergency needs, or circumstances beyond the control of Management.
- 16.06 Employees may carry over vacation accrual from year to year only in accordance with §124.13 of the Ohio Revised Code.
- 16.07 In the case of death of a bargaining unit member, the unused vacation leave to the credit of any such employee shall be paid to the surviving spouse or to their estate as provided by law under ORC Section 2113.04.
- 16.08 The Employer agrees that members of the bargaining unit, who are eligible for vacation credit under O.R.C. §9.44, as amended effective 10/25/95, will receive such credit. Any bargaining unit member who did not already receive credit for time served in public employment under prior-enacted O.R.C. §9.44 shall be required to have written confirmation of such Ohio public employment.

## **ARTICLE 17 UNION DELEGATE LEAVE**

- 17.01 Duly elected Union delegates or alternates to the annual conventions of the Union Council 8, and the biennial conventions of the American Federation of State, County and Municipal Employees, AFL-CIO, shall be granted time off without pay, or vacation time at their discretion, for the purpose of participation in such conventions, but not to exceed Ten (10) days per year for all employees in the bargaining unit. The number of employees shall be limited to Four (4) employees for any one such convention. The Union shall notify the Director Fifteen (15) work days prior to departure for the conventions. The Union shall notify the Director of the names of the employees attending.
- 17.02 No more than Four (4) employees shall be granted leave to attend any one convention. There shall be no more than One (1) employee, unless One (1) or more are officers in the Union, from each unit granted permission. In no case shall more than Two (2) employees be absent at any one time from any unit for Union Delegate Leave. Unit is defined as Income Maintenance, Social Services, C.S.E.A., OhioMeansJobs – Erie County and Fiscal.

**ARTICLE 18 PERSONAL TIME**

- 18.01 All full-time employees covered by this Agreement shall be credited with thirty-two (32) hours personal time off effective March 1 of each year of this agreement. All employees must complete one hundred eighty (180) calendar days to be credited personal time.
- 18.02 Such personal time shall be scheduled by the employee in the contract year in which they are earned. There shall be no carry-over of personal time.
- 18.03 An Employee shall take said personal time at their choosing, with the following criteria:
  - A. Requests for personal time must be made orally or in writing to the employee's supervisor or designee for authorization. Nothing in this section prohibits management's immediate approval or disapproval of personal time.
  - B. Utilization of personal time shall not cause a conflict with the operations of the Department.

**ARTICLE 19 HOLIDAYS**

19.01 Employees shall be entitled to the following paid holidays, per year:

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

- 19.02 In the event a holiday falls on Saturday, the Friday immediately preceding shall be observed as the holiday. In the event a holiday falls on Sunday, the Monday immediately succeeding shall be observed as the holiday.
- 19.03 Employees shall be paid for Eight (8) hours at their straight time hourly rate for each of the holidays listed in §19.01 above when no work is performed on such holidays.
- 19.04 In order to be eligible for holiday pay, an employee must work the scheduled day before and scheduled day after the holiday. Employees on appropriate leave will not lose holiday pay. Employees who utilize sick time the day before or the day after a holiday may be requested to present a licensed physician's note unless the employee works 6 hours.

**ARTICLE 20 SICK LEAVE**

- 20.01 CREDITING OF SICK LEAVE. Sick leave shall be earned at the rate of 4.6 hours for each Eighty (80) hours in active pay status, including vacation, and sick leave, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.
- 20.02 EXPIRATION OF SICK LEAVE. If illness or disability continues beyond the time covered by earned sick and other accrued leave, the employee may be granted a leave of absence without pay in accordance with Article 15, LEAVES OF ABSENCE. If at any time during the term of this

agreement, the Employer implements a sick leave bank program, the parties will meet and confer on the program to determine if the employees within the bargaining unit will participate.

- 20.03 CHARGING SICK LEAVE. An employee shall be charged for sick leave only for days upon which they would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.
- 20.04 USES OF SICK LEAVE. Sick leave shall be granted to an employee upon approval of the Employer or their designee for the following reasons:
- A. Illness or injury of the employee or their immediate family in accordance with this Article.
  - B. Death of a member of their immediate family;
  - C. Medical, dental, or optical examination or treatment of employee or their immediate family which cannot be scheduled during non-working hours;
  - D. If a member of the immediate family is afflicted with an illness or injury and requires the care and attention of the employee, or when through exposure to a contagious disease, the presence of the employee at their job would jeopardize the health of others;
  - E. Pregnancy, paternity, and/or childbirth and other conditions related thereto;
- 20.05 NOTIFICATION BY EMPLOYEE OF INABILITY TO WORK. When an employee is unable to work, they shall notify their immediate supervisor on their cell phone and office or if no answer call another manager within their department on their cell phone and office phone, or, if no answer leave a message as soon as possible on the date of the absence. If the employee is scheduled to begin work at 8:00 a.m. they shall call in no later than 7:45 a.m. All others shall call no later than 8:15 a.m. If emergency conditions make it impossible or if the employee has made other reporting arrangements with their immediate supervisor, the provisions of this section may not apply.
- 20.06 PHYSICIAN STATEMENT FOR SICK LEAVE. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician notifying Management that the employee was unable to perform their duties. This slip must contain a date of return to work, and release to return with no restrictions before the employee will be permitted to return to work. The Employer will require a release with no restrictions in cases where the employee, with a non-permanent medical condition, can demonstrate that they can fulfill all the current duties of their position upon return to work. Where the employee is absent for three (3) or more consecutive days due to illness the employee will be required to furnish a statement from a licensed physician upon return to work. If Management determines that there is a pattern of abuse of sick leave, the employee may be required to furnish a statement from a licensed physician notifying Management that the employee was unable to perform their duties. This slip must contain a date of return to work, and release to return with no restrictions, for employees with non-permanent medical conditions, before the employee will be permitted to return to work. The Employer will not require a release with no restrictions in cases where the employee, with a permanent medical condition, can demonstrate that they can fulfill all the current duties of their position upon return to work with or without a reasonable accommodation. The Employer may determine the reasonable accommodation upon consultation with medical personnel.
- 20.07 PHYSICIAN'S EXAMINATION FOR SICK LEAVE. When reasonable under the circumstances, the employer will require an employee to take an examination, conducted by a licensed physician or psychologist, selected by the Employer, 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 or disability leave or required to remain on sick leave. If found to be medically qualified to return to work, the employee shall return within Three (3) calendar days of the date of the receipt of the Employer's notice to return to work. The cost of the examination shall be paid by the Employer. When presented with a demand signed by the employee or both the employee and the Union, the Employer shall disclose in writing the circumstances leading up to

the Employer's decision to require an examination. It is understood by all parties that such a demand and response are to be held in strict confidence and do not constitute publication. If the employee disagrees with the decision of the professional to whom they have been sent, they may seek a second opinion from a professional of substantially equal credentials and licensure, the cost of which will be borne by the employee. If the two opinions are in substantial disagreement the two professionals so rendering those evaluations must mutually agree upon a third professional of substantially equal credentials and licensure whose opinion shall be final and binding. The costs of the third opinion will be borne equally between the employee and the employer.

- 20.08 **RETENTION OF SICK LEAVE.** An employee who transfers from another county to the Department shall retain credit for any sick leave earned, so long as they are employed by the Department, except that deduction shall be made for any payment or credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to their credit upon their re-employment, providing such re-employment takes place within Ten (10) years of the date on which the employee was last terminated from public services.
- 20.09 The parties agree that the established part-time employees in the bargaining unit shall continue to receive a pro-rata share of sick leave benefits as determined by their hours of work.
- 20.10 **BEREAVEMENT LEAVE.** Time off with pay will be granted to an employee who provides proof of death, and when requested, proof of familial relationship as follows:
- A. **IMMEDIATE FAMILY.** Five (5) days paid leave will be granted to an employee upon the death of an immediate family member, which is considered to be a spouse; parent; child; step-child; sibling; or an individual serving as 'in loco parentis', if documented prior to the death; or significant other who resides in the residence of the employee if documented prior to death.
  - B. **EXTENDED FAMILY.** Three (3) days paid leave will be granted to an employee upon the death of an extended family member, which is considered to be a stepchild living outside the residence of the employee; stepparent; grandchild; mother-in-law; father-in-law; or employee's grandparents or their spouse's grandparents.
  - C. **DISTANT FAMILY.** Two (2) days paid leave will be granted to an employee upon the death of an distant family member, which is considered to be a stepsister; stepbrother; sister-in law; brother-in-law; son-in-law; daughter-in-law; employee's niece; employee's nephew; employee's aunt or employee's uncle.

Additional time may be granted from employee's accrued vacation, personal time, or comp time due to circumstances beyond the control of the employee.

## **ARTICLE 21 CALAMITY DAYS/CLOSINGS**

- 21.01 The parties agree that emergencies may occur that could result in an announcement of a delayed opening or closing of the office, for which employees will be compensated, provided they are scheduled to work and are not already on a previous leave of absence, paid vacation, or paid sick leave. The employees will be contacted by the supervisor or by news bulletins on station WLEC, 1450 AM or WCPZ, 102.7 FM, Sandusky. Employees are responsible for checking the radio or news stations for weather updates. On days when travel appears hazardous and the Erie County Sheriff's Office has issued a level 2, or when threatened closing is imminent, the employees are required to work a regular, non-flex schedule arriving no earlier than 8:00 a.m.

## **ARTICLE 22 EMPLOYEE TRAINING/SCHOOLING**

- 22.01 Employee training may consist of on-the-job training sessions run by the Employer and/or representatives of firms or organizations, courses for certification, and external seminars and courses. These training sessions or seminars may be run by the Employer, or its designee, or by specialists. Employees will be paid for training sessions and seminars upon the approval of the Employer.
- 22.02 Employees shall be chosen for training and education classes on the basis of seniority unless other less senior employees are required by the employer to obtain such education or special training in order to maintain or preserve their skills.
- 22.03 Any employee whose training or education is provided at the Employer's cost may be required to disseminate such training or education to other employees.

## **ARTICLE 23 HOURS AND OVERTIME**

- 23.01 This Article is intended to define the normal hours of work per day or per week in effect at the time of execution of this agreement. The employer shall establish the work schedules and may establish flexible work hours to meet the needs of the employer's operation. If a flexible hours schedule cannot be achieved then overtime will be taken into consideration. An employee utilizing a flexible schedule shall work an eight (8) hour day unless prior approval of Management. Management agrees that before changes are made in the current system of flex-time for the bargaining unit, Management will negotiate the changes with the Union. Flexible schedules are subject to approval by Management. Proposed changes will not be implemented until agreement or impasse occurs. This Article is intended to be used as the basis for computing overtime.
- 23.02 The regularly scheduled work week for all full time employees covered by the terms of this agreement shall be Forty (40) hours, Monday through Friday, exclusive of a One-half (1/2) to One (1) hour unpaid daily lunch period. The lunch period will be free of interruptions except for emergencies. There will be Two (2) Fifteen (15) paid breaks during each Eight (8) hour workday. The workweek, for purposes of overtime, shall be computed between 12:01 a.m. on Sunday of each calendar week to midnight on the following Saturday.
- 23.03 Employees shall enter the Agency no earlier than 6:50 a.m. and leave no later than 5:10 p.m. unless approved by Management.
- 23.04 OVERTIME CALCULATION
- A. Employees working overtime shall receive time and one-half (1½) of the employee's regular rate of pay after working more than Forty (40) hours in a week. Active pay status includes vacation, holidays, personal days and Funeral Leave.
- B. The Employer must approve all overtime in advance. Compensation shall not be paid more than once for the same hours under any provision of this Article.
- 23.05 COMPENSATORY TIME. In lieu of overtime pay that may be offered as part of a special project, management may designate compensatory time at the rate of one and one-half (1½) hours compensatory time off for each hour of overtime worked over Forty (40) hours in a week. The employee will have the option of choosing compensatory time in lieu of overtime pay. Employees may not accumulate more than One-hundred and twenty (120) hours of compensatory time and must use their accumulated compensatory time within One hundred eighty (180) days after the

overtime is worked. Compensatory time off will be granted at a time mutually convenient to the employee and Management.

Compensatory time off will be granted on a first-come, first-served basis. If Two (2) employees put in for compensatory time for the same period at the same time, seniority will govern. The employee must submit a written request and receive approval from the Employer prior to taking compensatory time off. Any compensatory time not taken within the One Hundred Eighty (180) days will be paid at the request of the employee on the next pay period. During forced overtime situations, employees can choose to be compensated either by compensatory time or payment.

## **ARTICLE 24 BULLETIN BOARDS**

- 24.01 The Employer agrees to provide Two (2) 2' x 4' bulletin boards for the Union. One (1) Union bulletin board shall be located in the lounge/lunch room and One (1) Union bulletin board shall be located in the Social Service wing.
- 24.02 All Union notices of any kind posted on the bulletin boards shall be signed and dated by a Union representative. Posting will be done by a Union representative.
- 24.03 Union notices related to the following matters may be posted: (A) Union recreational and social affairs; (B) notice of union meetings; (C) Union appointments; (D) notice of Union elections; (E) results of Union elections; (F) reports of standing committees and independent non-political arms of the union; and (G) publications, rulings, or policies of the Union.
- 24.04 It is understood that no material may be posted on the Union bulletin board at any time which contain personal, scandalous, or derogatory attacks on any individual, the Employer, Management, officials or favorable comments on candidates for public office.
- 24.05 No Union related materials of any kind may be posted anywhere else in the Employer's facility or on the Employer's equipment except on the bulletin board designated for use by the Union.
- 24.06 Upon the request of the Director or their designee, the Union shall cause the immediate removal of any material posted in violation of this Article. Matters regarding material authorized for posting or unauthorized for posting may be discussed in accordance with Article 26, LABOR MANAGEMENT MEETINGS.

## **ARTICLE 25 HEALTH AND SAFETY**

- 25.01 It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts its responsibility to provide safe working conditions, employer provided tools, including, but not limited to the Agency providing access to cell phones used for field operations, equipment and working methods for its employees. The Employer will attempt to correct unsafe working conditions, and see that the safety rules and safe working methods are followed by their employees. Management acknowledges its role to facilitate safe working conditions and to provide equipment needed to perform the essential duties of each employee's job. The Employer and Management shall respond to and attempt to resolve unsafe working conditions as they are discovered and/or brought to their attention.

The employee acknowledges their role to properly maintain equipment and work areas while following Agency rules of safety and conduct. All unsafe conditions shall be reported to the next higher authority as soon as they are known. The parties agree to abide by all applicable state and federal laws in the area of safety and health.

## **ARTICLE 26 LABOR-MANAGEMENT MEETINGS**

- 26.01 Labor-Management meetings are to be used to aid in administering the contract and dissemination of information between the parties. Labor-Management meetings are held bi-monthly unless mutually agreed otherwise. Each party shall determine who shall represent it at any scheduled Labor-Management meeting.
- 26.02 Both parties shall provide a detailed description of items, listed in priority, of which they wish to discuss at least Five (5) days prior to the scheduled meeting, unless agreed otherwise, to the Payroll and Personnel Coordinator who will prepare and disseminate an agenda. An agenda may not consist of more than Five (5) items unless mutually agreed upon by the parties. At the conclusion of each agenda item discussion, a written statement indicating the mutual agreement or disagreement by each party shall be recorded. The minutes shall be posted on the public drive available for all staff to review. If a Labor-Management meeting has to be cancelled, a new date will be rescheduled, within Five (5) working days of the date of the original meeting, if the parties' calendars permit.
- 26.03 At each Labor-Management meeting:
- A. Union will be represented by the Union President or designee, Vice President and the steward of the unit(s) affected by the items on the agenda. The staff rep, as available, may also be present.
  - B. Management will be represented by the Director and Deputy Director, and Supervisor if needed, from the unit(s) that is affected by the items on the agenda.
  - C. Other parties will be called in as necessary according to specific topics
  - D. Length of meeting time will be up to 90 minutes
- 26.04 Topics that can be discussed at a Labor-Management meeting include:
- A. Staffing and workloads
  - B. Rules and regulations promulgated by the employer
  - C. Any issues that have been addressed through the chain of command process without resolution
  - D. Other topics may be discussed upon mutual agreement
- 26.05 The parties recognize that during the course of sound labor relations, topics of discussion may require additional review, collaboration and adjustment. To the greatest extent possible, both labor and management will jointly review such items. This review is not meant to circumvent management's rights or the grievance process as outlined in this agreement.

## **ARTICLE 27 NO STRIKE/NO LOCKOUT**

- 27.01 Inasmuch as this Agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Erie County for the life of this Agreement. Therefore:
- A. The Union agrees that neither it, its officers, agents, staff representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer, by its members or other bargaining unit employees of the Employer. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined above, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. The Union shall also notify the media of notices herein, as soon as possible after notifying the employees. Should the Union fail to post such notice, the Employer shall have the option of seeking any appropriate legal remedies. Any employee failing to return to work after notification by the Union as provided herein, or who participates or promotes such strike activities as previously outlined, may be discharged and

only the question of whether or not they did in fact participate in or promote such action shall be subject to appeal.

- B. 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 for the life of this Agreement.

## **ARTICLE 28 MISCELLANEOUS**

### **28.01 REVIEW OF PERSONNEL FOLDERS**

- A. Employees shall be allowed to review, as well as be entitled to copy all material within, their personnel folders at any reasonable time upon request. If an employee, upon examining their personnel folder, has reason to believe that there are inaccuracies in those documents to which they have access, the employee may file a grievance to the Employer explaining the alleged inaccuracy. If, upon investigation, the Employer sustains such allegation, it shall correct the material in the presence of the employee and the Union. The Union may review an employee's medical records upon a written authorization from the employee.
- B. The employee may add a rebuttal to any written notice of discipline which appears in their file. The rebuttal shall be limited to factual inaccuracies, or issues of irrelevancy or timeliness. The rebuttal shall be limited to One (1) 8½ by 11 sheet of paper and must be signed and dated by the employee.

28.02 UNION MEETINGS. The Employer shall provide available, microphone-free Departmental meeting areas, conference rooms, and appropriate facilities for the Union, without cost to the Union or employees.

28.03 TABLE OF ORGANIZATION. The Employer agrees to provide the Union with copies of the Table of Organization of the Department within Thirty (30) calendar days of the approval of the Table by the Erie County Board of Commissioners.

28.04 BREAK ROOM. The Employer agrees to continue to provide a free lounge facility to the employees for the life of this Agreement.

## **ARTICLE 29 HOSPITALIZATION / MAJOR MEDICAL**

29.01 The Employer shall select the carrier for the insurance programs herein. Any change in carriers or programs will amend this agreement to reflect said change.

29.02 Employees of the Bargaining unit in full-time active pay status, or approved Family and Medical Leave, are eligible to participate in the health insurance plan provided to the Employer's non-bargaining employees for the duration of this Agreement, as provided below:

- A. The Employer agrees that any future change in the level of benefits or any new insurance programs which are provided to other County employees during the life of this agreement shall also be provided to the bargaining unit employees. Any change in carriers or programs as recommended by the Cost Containment Committee and approved by the Board of Erie County Commissioners will amend this agreement to reflect said change.
- B. Effective 01/01/14, Employees will be required to contribute at the same rate as non-bargaining unit employees provided that premium contributions do not exceed 20% as recommended by the Cost Containment Committee and approved by the Board of Erie County Commissioner and/or required by law.



C. The Union President or their designee will continue to be a member of the County's Cost Containment and Wellness Committee and can attend these meetings on County time.

29.03 Insurance Booklets shall be provided to all eligible employees.

29.04 LIFE INSURANCE. The Employer will provide a Seventy-Five Thousand (\$75,000) Term Life Plan with A. D. & D. for the life of this Agreement.

29.05 VOLUNTARY PLANS Any plan in which the employee pays a portion of or the entire monthly premium is understood to be a voluntary participation plan. The County reserves the right to increase the premiums for such voluntary plans.

### **ARTICLE 30 PERS TAX DEFERRAL**

30.01 The Employer will continue the PERS Salary Reduction Plan as implemented in 1990. The Employer shall designate the ten percent (10%) of gross wages paid each year by individual employees to the Public Employee Retirement System of the State of Ohio as Employer-paid for the purpose of deferred state and federal income taxes under the Pension pick-up plan commonly referred to as "salary reduction plan". Each employee will continue to pay the required amount of ten percent (10%) gross salary to PERS. The Employer and Employee will continue to pay their required share as may change from time to time as defined by the statutory laws of the State of Ohio.

**30.02** This benefit is not optional with each individual employee. All employees will be placed in the plan listed in 30.01 of this Article for the duration of their employment with the County. Vesting of the Employee and Employer share will continue to be governed by the laws of the State of Ohio.

### **ARTICLE 31 WAGES**

31.01 RATES OF PAY. The base rates of pay are established for the classifications as in Appendix D and reflect a 3.00% increase in 2023; a 3.00% increase in 2024; and a 3.00% increase in 2025

There shall be a \$400 signing bonus provided upon ratification of the contract.

The new base rate of pay shall commence on the first day of the pay period that is inclusive of the March 1<sup>st</sup> date.

31.02 PROBATIONARY RATE OF PAY. New hire probationary employees shall be paid at the rate of pay for their classification in Appendix D of this Agreement reduced by Four Percent (4%) for the period of six (6) months.

31.03 LONGEVITY PAY. Longevity is based upon continuous service with Erie County Department of Job and Family Service. The new longevity schedule will be, after attainment of the required service:

<u>SERVICE</u>	<u>ANNUALLY</u>	<u>HOURLY</u>
5 years	\$312.00	\$0.15 per hour
10 years	520.00	\$0.25 per hour
15 years	728.00	\$0.35 per hour
20 years	936.00	\$0.45 per hour

Effective March 1<sup>st</sup>, 2017, longevity payment shall be added to the base rate of pay.

Employees employed with Erie County Department of Job and Family Services prior to March 1, 1996, will have all prior service with Ohio county DHS or CSB units will be included as county service for purposes of this Article. Any employee receiving longevity pay on February 29, 1996 will continue to receive those amounts in addition to the amounts, if any, listed above, for the duration of this Agreement.

31.04 WORKING AT A HIGHER CLASSIFICATION. Any bargaining unit member who is required by the employer to work in a higher classification for a period of Four (4) or more consecutive hours shall receive the rate of pay for the higher classification for all hours worked.

31.05 BILINGUAL PAY SUPPLEMENT. When an employee actively performs the duties of a translator of a foreign language, or acts as a translator for a handicapped individual, such as deaf or blind, they shall receive an additional sum of Five Dollars (\$5.00) for each hour or part thereof, in which they work as a Departmental translator. Present employees who are currently doing translator duties will not be required to pass an oral or written competency test unless deficiencies are noted in their translations. Employees who begin translating duties subsequent to the date of the signing of this Agreement may be required to take and pass an oral and/or written competency test in order to qualify for this additional pay supplement.

31.06 STAND BY PAY. Any employee in the Children's Service Protective Unit who works Seven (7) consecutive days on standby duty shall receive the sum of Two Hundred and Fifty Dollars (\$250.00). Any duties performed while on standby will be paid in accordance with Article 23, Hours of Work/Overtime. For county observed holidays, the standby pay will be Three Hundred Dollars \$300.00. Any change in the seven (7) consecutive day rule must have prior approval by the Deputy Director or their designee.

31.07 PAY OFF OF EARNED BENEFITS. Employees shall receive a payout of all benefits under this contract, in accordance with the present policy of the County, upon retirement, death or quit. In cases of death, the amount is paid to the employee's estate. The present policy of the County permits One-fourth (1/4) of the accrued sick leave up to a maximum of Two Hundred and Forty (240) hours at the last rate of pay for any employee who retires or dies, after completing at least ten (10) years of service.

31.08 MILEAGE. Employees required by the Department to use their personal vehicles for the County business shall receive whatever is approved by the Erie County Board of Commissioners in the annual budget policies or in the personnel policy manual but in no case shall be less than forty-five cents (\$0.45) per mile.

31.09 P.E.O.P.L.E. PAYROLL DEDUCTION. The Employer agrees that bargaining unit employees may participate in the AFSCME P.E.O.P.L.E. Program through the payroll deduction system.

31.10 DIRECT DEPOSIT. Direct Deposit is mandatory.

## **ARTICLE 32 DUES DEDUCTION**

A. Dues will be deducted from an employee's paycheck once the dues deduction card (Appendix E) is received and stamped in by the Employer. The Employer shall not be responsible for any dues deduction if the Union does not provide to the Employer a properly completed dues deduction card. The dues will be deducted beginning in the first pay period of the month following receipt of the dues card. The dues deduction obligation shall commence when the dues deduction card is submitted by the local union to the Employer.

B. It is understood and agreed between the Employer and the Union that the Employer will deduct any back unpaid Union dues and initiation fees owed the Union, as well as current Union dues, initiation fees, and uniform assessments from the paycheck of all employees who have signed proper legal authorizations for such deductions and who are covered by this

Agreement, on the first payday of the month for which current union dues and initiation fees are due the Union. The Employer further agrees to remit to the Comptroller/ Treasurer of the Union before the 15th day of the month, all Union dues, initiation fees, and uniform assessments so deducted from the paychecks of the employees covered by this Agreement. It is also agreed that neither the Union nor any employees 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) calendar days after the date such an error is claimed. If it is found an error was made, it will be corrected at the next pay period that Union dues deductions will normally be made.

- C. All dues deduction cards which are processed by the Union shall remain processed, for the life of this contract. Monthly union dues are to be deducted evenly between the first two pay periods of each month.
- D. The Employer shall remit the monthly dues deduction check(s), along with appropriate listing of employees, to the Secretary/ Treasurer/ Controller; Ohio Council 8, AFSCME, AFL-CIO, 6800 N. High St., Worthington OH 43085-2512.
- E. Union Membership Revocation / Maintenance of Membership: Employees who are members of the union may revoke their union membership at any time by sending written notices to the Union of their desire to drop their union membership. Revocation of union membership does not revoke union dues authorization, which may only be revoked as set forth below.
- F. Union Dues Revocation: Any employee who has submitted a dues checkoff authorization card may withdraw or revoke the same at the time and in the manner specified on the dues checkoff authorization card signed by the employee or as amended by the Union if the amendment specifies a shorter revocation period than one fifteen (15) day period tied to the end of the collective bargaining agreement. Copies of employees' dues checkoff authorization cards are available from the Union upon request.

32.02 In cases where an employee does not have sufficient wages due on the first pay period of the month, the Employer agrees to deduct double dues from the pay of any such employee on regular check-off dates until all arrearages are brought up to date.

32.03 The Union shall indemnify and hold harmless the Employer from any and all claims, suits, demands or other liability as a result of their actions regarding this 32.01 and 32.02.

32.04 Management shall provide the Union an electronic alphabetical list of the names and addresses of each employee on whose account a dues deduction was made during the previous month including the amount of the deduction. A non-member list of bargaining unit employees as well as a list of members that have dropped membership from the previous dues list shall be provided.

### **ARTICLE 33 FAIR-SHARE FEE**

~~33.01 Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair-share fee to the Union. The fair-share fee obligation shall commence on:~~

- ~~A. The effective date of this Agreement for all current employees who have been employed for more than Sixty (60) calendar days.~~
- ~~B. The Sixty-first (61) calendar day of employment for all current employees who have not completed Sixty (60) calendar days of employment as of the effective date of this Agreement.~~
- ~~C. The Sixty-first (61) calendar day of employment for each employee hired after the effective date of this Agreement.~~

~~33.02 Fair share fees shall be paid by automatic, payroll deduction. Fair share fee deductions do not require prior authorization from the affected employee. Fair share fees shall be deducted in~~

~~amounts determined by the Union and communicated to affected employees and the Employer in writing prior to the implementation of such deductions.~~

- ~~33.03 Fair-share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair-share fee was deducted during the previous month including the amount of the deduction.~~
- ~~33.04 The Employer's obligation to deduct fair-share fees is contingent upon the Union's fulfillment, on behalf of each non-member, bargaining unit employee, of each obligation established in writing.~~
- ~~33.05 The Union may amend the Fair Share Fee by providing the Employer a written copy of the procedure as amended. Changes in the amounts to be deducted shall become effective on the Thirtieth (30) calendar day after their actual receipt by the Employer.~~
- ~~33.06 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, along, 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.~~
- ~~33.07 This Article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.~~
- ~~33.08 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.~~
- ~~33.09 This Article constitutes the entire agreement between the Union and the Employer with regard to fair-share fees. All other agreements are hereby rendered void. No portion of this Article may be amended except by written signed agreement of the parties.~~
- ~~33.10 The Employer shall remit the monthly fair-share fee deductions, along with the appropriate listings, and the dues deduction checks, along with the appropriate listings, to the Secretary/Treasurer/Comptroller, Ohio Council 8, AFSCME, AFL-CIO, 6800 N. High St., Worthington OH 43085-2512~~

If through the actions of an entity at the State or Federal level, the deduction of a Fair Share fees or other method of payment by nonunion members of the Bargaining Unit to the Union for representational services is reinstated, the parties agree that the language in sections 33.01 through 33.10 shall be reactivated.

## **ARTICLE 34 LEGALCOUNSEL/LIABILITY INSURANCE**

- 34.01 For employees covered by the Agreement, the Employer shall provide for the defense of said employee(s) in any state or federal court in any civil action or proceedings, to recover damages allegedly caused by an act or omission of the employee in connection with a governmental or propriety function, if said act or omission occurred or is alleged to have occurred while the employee was acting in good faith and was within his scope of employment (Sovereignty Immunity Act of Ohio). The duty to provide for the defense of an employee does not apply in a civil action that is commenced by the Employer.

- 34.02 The Employer shall continue the "Liability Insurance Coverage" of the bargaining unit employees, in addition to the above, and to the extent as is provided by the County, for the duration of this contract.
- 34.03 The Employer shall indemnify and hold harmless an employee in the amount of any judgment, if at the time of the act or omission the employee was acting in good faith and within his scope of employment.

#### **ARTICLE 35 SEVERABILITY/CONFORMANCE AT LAW**

- 35.01 This Agreement is subject to all applicable Federal and State laws, including Civil Rights, Affirmative Action, Unemployment Compensation, and the Public Employees Retirement System, and shall be interpreted wherever possible so as to comply fully with such laws, provisions, or any official decision interpreting them. However, this section shall not be interpreted as restricting the parties in negotiations where they have exceeded the benefits established by law. Nor does it establish, except for those areas outlined above, any minimum requirements to be established by law.
- 35.02 If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of this Agreement shall not be affected. In the event any provision herein is so rendered invalid, upon written request of either party, the Employer and the Union will meet promptly and attempt to negotiate a mutually satisfactory replacement for such provision.

#### **ARTICLE 36 DURATION OF AGREEMENT**

##### **36.01**

- A. This Agreement is effective as of 12:01 a.m. March 1, 2023 and will remain in full force and effect until its expiration at midnight, February 28, 2026 unless otherwise terminated as provided herein.
- B. If either party desires to modify, amend, or terminate this Agreement, it shall give written notice of such intent Sixty (60) calendar days prior, to the expiration day of this Agreement. Such notice shall be by serving on the other party a copy of the notice to negotiate filed with the State Employment Relations Board. The parties shall commence negotiations within Two (2) calendar weeks upon receiving notice of intent.
- C. 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 understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union. 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 referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this 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.

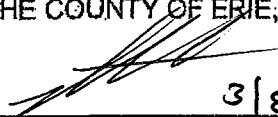
- 36.02 **MODIFICATIONS/REVISIONS.** The parties agree that additions and modification(s) to this Agreement may be made during the term of this Agreement, by mutual, written, and negotiated agreement of the Parties.

SIGNATURE PAGE

IN WITNESS HEREOF, the parties hereto have executed this Agreement at Sandusky, Ohio, this 8<sup>th</sup> day of March, 2023.

FOR THE COUNTY OF ERIE, OHIO

FOR AFSCME OHIO COUNCIL 8 LOCAL #3616

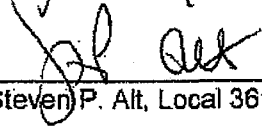
  
3/8/23  
Patrick J. Shenigo  
President, Board of Commissioners

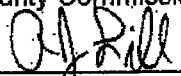
Jason Bogel AFSCME  
Ohio Council #8 Staff Representative


absent  
Mathew R. Old  
Vice President, Board of Commissioners


  
Mary E. Daniel, Local 3616 President

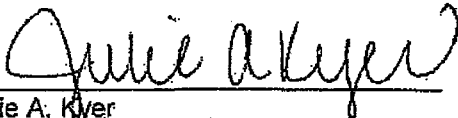
  
Stephen L. Shoffner  
County Commissioner

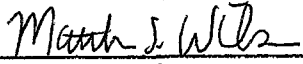
  
Steven P. Alt, Local 3616 Vice-President

  
Andrew "AJ" Lill  
Deputy Director

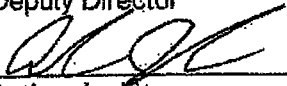
  
Cynthia Farch

  
Karen Balconi Ghezzi  
Executive Director

  
Julie A. Kyer

  
Matthew S. Wilson  
Director of Human Resources

  
Brian J. Bixler  
Deputy Director

  
Amber Jenkins  
Deputy Director

APPROVED AS TO FORM:

  
Jason Hinners  
Erie County Assistant Prosecutor

**APPENDIX A**  
**GRIEVANCE FORM**

AFSCME, Council 8, AFL-CIO  
Toledo District Office  
420 S. Reynolds Rd. #108  
Toledo OH 43615  
(419) 539-6000

Erie County Board of Commissioners  
DJFS Local 3616  
221 W. Parish Street  
Sandusky, OH 44870  
(419) 627-6781

Union Grievance No. \_\_\_\_\_ Employer No. \_\_\_\_\_

GRIEVANCE FORM

Name of Grievant \_\_\_\_\_ Classification \_\_\_\_\_  
Immediate Supervisor \_\_\_\_\_  
Informal Discussed with \_\_\_\_\_ Date/time \_\_\_\_\_  
Article and section number of contract violated: \_\_\_\_\_

Statement of Grievance (Give times, dates, who, what, where, when, why and how)

Remedy Requested:

Grievant's Signature \_\_\_\_\_ Date/time \_\_\_\_\_  
Union Representative Signature \_\_\_\_\_ Date/time \_\_\_\_\_

STEP ONE

Received by: \_\_\_\_\_ Date/time Submitted \_\_\_\_\_  
Date of meeting \_\_\_\_\_ Place \_\_\_\_\_  
Answer: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employer/Supervisor \_\_\_\_\_ Date/time \_\_\_\_\_

ANSWER IS ACCEPTED \_\_\_\_\_ APPEALED TO NEXT STEP \_\_\_\_\_

Grievant's Signature \_\_\_\_\_ Date/time \_\_\_\_\_  
Union Representative Signature \_\_\_\_\_ Date/time \_\_\_\_\_

THE ORIGINAL GRIEVANCE MUST BE FORWARDED TO EACH STEP FOR ANSWER STEP TWO

Received by: \_\_\_\_\_ Date/time Submitted \_\_\_\_\_  
Date of meeting \_\_\_\_\_ Place \_\_\_\_\_

Answer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Employer/Supervisor \_\_\_\_\_ Date/time \_\_\_\_\_

ANSWER IS ACCEPTED \_\_\_\_\_ APPEALED TO NEXT STEP \_\_\_\_\_  
Grievant's Signature \_\_\_\_\_ Date/time \_\_\_\_\_  
Union Representative Signature \_\_\_\_\_ Date/time \_\_\_\_\_

STEP THREE

Received by: \_\_\_\_\_ Date/time Submitted \_\_\_\_\_  
Date of meeting \_\_\_\_\_ Place \_\_\_\_\_

Answer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Employer/Supervisor \_\_\_\_\_ Date/time \_\_\_\_\_

ANSWER IS ACCEPTED \_\_\_\_\_ APPEALED TO NEXT STEP \_\_\_\_\_  
Grievant's Signature \_\_\_\_\_ Date/time \_\_\_\_\_  
Union Representative Signature \_\_\_\_\_ Date/time \_\_\_\_\_

STEP FOUR [IF NECESSARY]

Received by: \_\_\_\_\_ Date/time Submitted \_\_\_\_\_  
Date of meeting \_\_\_\_\_ Place \_\_\_\_\_

Answer: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Employer/Supervisor \_\_\_\_\_ Date/time \_\_\_\_\_

ANSWER IS ACCEPTED \_\_\_\_\_ APPEALED TO NEXT STEP \_\_\_\_\_  
Grievant's Signature \_\_\_\_\_ Date/time \_\_\_\_\_  
Union Representative Signature \_\_\_\_\_ Date/time \_\_\_\_\_

THE ORIGINAL GRIEVANCE MUST BE FORWARDED TO EACH STEP FOR ANSWER



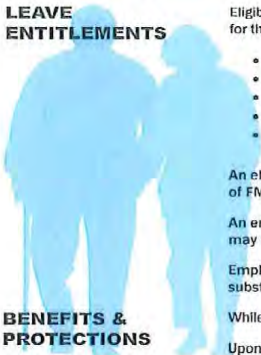
## APPENDIX B

### DEPARTMENT OF LABOR – FMLA POSTER

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

#### LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

#### BENEFITS & PROTECTIONS

#### ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

#### REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

#### EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

#### ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.


The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information or to file a complaint:

**1-866-4-USWAGE**  
(1-866-487-9243) TTY: 1-877-889-5627

**www.dol.gov/whd**

U.S. Department of Labor | Wage and Hour Division



WH11420 REV 04/16

**APPENDIX C**

**ERIE COUNTY HEALTH INSURANCE PLAN**

**CURRENT COPY AVAILABLE FROM HUMAN RESOURCES**

**419-627-7677**

**OR HUMANRESOURCES@ERICOUNTY.OH.GOV**

**APPENDIX D: WAGE RATES**

<b>EFFECTIVE</b>	<b>03/01/2022</b>	<b>Year 1 03/01/2023</b>	<b>Year 2 03/01/2024</b>	<b>Year 3 03/01/2025</b>
<b>GROUP A</b>	\$ 16.49	\$16.98	\$17.49	\$18.01
CLERK 1				
CLERK 1				
CLERK 2				
CASHIER 1				
FAM.SERV.AIDE 1				
IM AIDE 1				
<b>GROUP B</b>	\$ 17.50	\$18.03	\$18.57	\$19.13
TYPIST 2				
DATA PROCESSOR 2				
TELEPHONE OP. 2				
IM AIDE 2				
SOC. SERV. AIDE 1				
ACCOUNT CLERK 1				
<b>GROUP C</b>	\$ 18.63	\$19.19	\$19.77	\$20.35
CLERICAL SPEC.				
WORD PROC. SPEC. 2				
ACCOUNT CLERK 2				
SOC. SERV. WORKER 1				
INVESTIGATOR 1				
IM AIDE 3				
<b>GROUP D</b>	\$ 20.37	\$20.98	\$21.61	\$22.26
SOC. SER. WORKER 2				
I.M. WORKER 2				
EMP. SERV.INTERVIEWER				
PARALEGAL				
INVESTIGATOR 2				
ACCOUNT CLERK 3				
<b>GROUP E</b>	\$ 21.04	\$21.67	\$22.32	\$22.99
*SOC. SERV. WORKER 3				
I.M. WORKER 3				
INVESTIGATOR 3				
<b>GROUP F</b>	\$23.75	\$24.46	\$25.19	\$25.95
SOC. SERV. WORKER 3				
WITH MASTER'S DEGREE				

(Represents a 3.0% increase for year 1, 3.0% increase for year 2, 3.0% increase for year 3.)

Stipend for Degrees:

Commence the following stipends for degrees immediately:

- A) Associates Degree in related field - .25 cents per hour.
- B) Bachelor's Degree in related field – additional .25 cents per hour or .50 cents per hour total.

# APPENDIX E: CHECK OFF FORM



PUBLIC SECTOR



## AUTHORIZATION/MEMBERSHIP

LOCAL \_\_\_\_\_, AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

I request and hereby accept membership in the American Federation of State, County and Municipal Employees, AFL-CIO (herein called AFSCME) and the appropriate subordinate body(s) (the Union) and authorize the subordinate body(s) to act as my exclusive bargaining representative for purposes of collective bargaining with respect to rates of pay, wages, hours and all other terms and conditions of employment with my employer. I agree that my membership shall be in accordance with the provisions of the Constitution of AFSCME and its subordinate bodies. It is further agreed that my membership may be revoked by me by giving written notice of my desire to withdraw from union membership to a subordinate body. I understand that my membership authorization is separate from my checkoff agreement and that I may only revoke dues authorization in accordance with the procedure set forth below.

Print Name \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Employee Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Cell \_\_\_\_\_ Personal Email \_\_\_\_\_

\*By providing my cell phone number, I understand that the Union and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. The Union will not charge for text message alerts; carrier message and data rates may apply to such texts.



## AUTHORIZATION AGREEMENT FOR PAYROLL DEDUCTION (CHECKOFF AGREEMENT)



Effective immediately, I hereby voluntarily authorize and direct my employer to deduct from my wages each pay period, or such other period as set forth in the applicable collective bargaining agreement, the amount of dues, initiation fees or assessments certified by the Union and as they may be adjusted periodically by the Union which shall be remitted to a subordinate body of AFSCME. This voluntary authorization and assignment shall be irrevocable, regardless of whether I am or remain a member of the Union, for a period of one year from the date of execution and for year to year thereafter, unless I give 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; provided however, if the applicable collective bargaining agreement specifies an annual revocation window period of longer than fifteen (15) days, then only that longer period shall apply. The applicable collective bargaining agreement is available upon request.

This Agreement supersedes any prior checkoff agreement/card I signed. I recognize that my authorization of dues deductions, and the continuation of such authorization from one year to the next, is voluntary and not a condition of my employment. I understand that I have a right to retain employment without joining the union or paying union dues.

**Payments to the Union are not deductible as charitable donations for federal income tax purposes. However, they may be tax deductible as ordinary and necessary business expenses.**

Print Name \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_  
 State \_\_\_\_\_ Zip Code \_\_\_\_\_ Home ( ) \_\_\_\_\_ Personal Cell ( ) \_\_\_\_\_  
 Personal Email \_\_\_\_\_ Last 4 Digits of Your Social Security No. \_\_\_\_\_  
 Employer \_\_\_\_\_ Job Title \_\_\_\_\_  
 Worksite/Building \_\_\_\_\_ Shift \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

\*By providing my cell phone number, I understand that the Union and its affiliates may use automated calling technologies and/or text message me on my cell phone on a periodic basis. The Union will not charge for text message alerts; carrier message and data rates may apply to such texts.

(Revised 11/21) (Council)

APPENDIX F:  
EMPLOYEE ASSISTANCE PROGRAM



# Employee Assistance Program

If you are experiencing mental health issues or need guidance navigating life's challenges, take advantage of the Employee Assistance Program (EAP) for support.



**When life gets challenging, reach out for caring, confidential help.**

- Address depression, anxiety or substance use issues
- Improve relationships at home or work
- Manage stress
- Work through emotional issues or grief
- Cope with legal or financial stressors



**Confidential EAP Line:** 419-557-5242 or 1-800-342-1177, ext. 5242  
Leave message and our coordinator will contact you.

**Mental Health & Chemical Dependency Emergency Hotline:** 1-800-826-1306

EAP is administered by Firelands Corporate Health Center

## **SIDE LETTER**

**The Union AFSCME, Ohio Council 8, Local #3616 (Union) and Erie County Department of Job and Family Services (Employer) agree the following:**

The parties agree that a Committee will be formed regarding incentive and retention opportunities that may include remote work from home.

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