

AN AGREEMENT
BETWEEN
DEPARTMENT OF HUMAN SERVICES
AND
AFSCME LOCAL 1746

EFFECTIVE: UPON RATIFICATION

EXPIRES: JUNE 30, 2008

TABLE OF CONTENTS

<i>Article</i>	<i>Title</i>	<i>Page</i>
<i>PREAMBLE</i>	1
<i>ARTICLE 1: RECOGNITION</i>	1
<i>ARTICLE 2: MANAGEMENT RIGHTS</i>	2
<i>ARTICLE 3: NO STRIKE/NO LOCKOUT</i>	2
<i>ARTICLE 4: PLEDGE AGAINST DISCRIMINATION AND COERCION</i>	2
<i>ARTICLE 5: CHECK-OFF</i>	3
<i>ARTICLE 5A: FAIR SHARE</i>	4
<i>ARTICLE 5B: P.E.O.P.L.E. CHECK-OFF</i>	4
<i>ARTICLE 6: UNION VISITATION</i>	5
<i>ARTICLE 7: BULLETIN BOARDS</i>	5
<i>ARTICLE 8: UNION REPRESENTATION</i>	5
<i>ARTICLE 9: PERSONNEL RECORD</i>	8
<i>ARTICLE 10: DISCIPLINE</i>	8
<i>ARTICLE 11: GRIEVANCE PROCEDURE</i>	10
<i>ARTICLE 12: PROBATIONARY PERIOD</i>	15
<i>ARTICLE 13: SENIORITY</i>	15
<i>ARTICLE 14: HOURS OF WORK</i>	16
<i>ARTICLE 15: PART-TIME EMPLOYEES</i>	17
<i>ARTICLE 15A: UNEXCUSED ABSENCE NOTIFICATION</i>	18
<i>ARTICLE 16: LABOR MANAGEMENT COMMITTEE</i>	18
<i>ARTICLE 17: REST PERIOD</i>	18
<i>ARTICLE 18: REPORT-IN PAY</i>	19
<i>ARTICLE 19: CALL-IN PAY</i>	19
<i>ARTICLE 20: SHIFT PREMIUM</i>	19
<i>ARTICLE 21: INCLEMENT WEATHER</i>	19
<i>ARTICLE 22: ASSIGNMENT AND EQUALIZATION OF OVERTIME</i>	20
<i>ARTICLE 23: OVERTIME -- PREMIUM PAY</i>	22
<i>ARTICLE 24: HOLIDAYS</i>	22
<i>ARTICLE 25: HOLIDAY COVERAGE</i>	23
<i>ARTICLE 26: VACATIONS</i>	23

TABLE OF CONTENTS CONTINUED

<i>Article</i>	<i>Title</i>	<i>Page</i>
ARTICLE 27:	SICK LEAVE.....	25
ARTICLE 28:	SICK LEAVE WITH PAY.....	25
ARTICLE 29:	SICK LEAVE WITHOUT PAY.....	26
ARTICLE 30:	FUNERAL LEAVE.....	27
ARTICLE 31:	JURY AND WITNESS DUTY.....	27
ARTICLE 32:	MILITARY LEAVE.....	27
ARTICLE 33:	PARENTAL LEAVE.....	28
ARTICLE 34:	UNION LEAVE.....	28
ARTICLE 35:	EDUCATIONAL LEAVE.....	28
ARTICLE 36:	COURT LEAVE.....	28
ARTICLE 37:	PERSONAL LEAVE.....	28
ARTICLE 38:	APPLICATION FOR LEAVE OF ABSENCE.....	29
ARTICLE 39:	OTHER PROVISIONS REGARDING LEAVE OF ABSENCE.....	29
ARTICLE 40:	LATERAL TRANSFERS - PERMANENT.....	29
ARTICLE 41:	TEMPORARY TRANSFERS.....	31
ARTICLE 42:	TEMPORARY ASSIGNMENTS.....	31
ARTICLE 43:	SHIFT PREFERENCE AND WORK WEEK.....	32
ARTICLE 44:	PROMOTIONAL PROCEDURE.....	32
ARTICLE 45:	CIVIL SERVICE LAWS.....	35
ARTICLE 46:	LAYOFFS.....	35
ARTICLE 47:	RECALL FROM LAYOFF.....	36
ARTICLE 48:	STRUCTURE CHARTS.....	36
ARTICLE 49:	JOB DESCRIPTIONS AND CLASSIFICATIONS.....	36
ARTICLE 50:	JOB CLASSIFICATION SPECIFICATIONS.....	37
ARTICLE 51:	JOB AUDITS.....	37
ARTICLE 52:	ORIENTATION AND IN-SERVICE TRAINING.....	38
ARTICLE 53:	EMPLOYEE EVALUATION.....	38
ARTICLE 54:	ADDRESS NOTIFICATION.....	39
ARTICLE 55:	EMERGENCY EVACUATION PROCEDURE.....	39
ARTICLE 56:	SECURITY.....	40
ARTICLE 57:	LOCKERS.....	40

TABLE OF CONTENTS CONTINUED

<i>Article</i>	<i>Title</i>	<i>Page</i>
ARTICLE 58:	AIR CONDITIONING.....	40
ARTICLE 59:	PAY CHECKS.....	40
ARTICLE 60:	CLIENT LUNCH EXPENSE.....	40
ARTICLE 61:	LOUNGES/LUNCH ROOM.....	40
ARTICLE 62 :	ON-CALL STATUS.....	41
ARTICLE 63:	STREET GUIDES	41
ARTICLE 64:	FIRST AID.....	41
ARTICLE 65:	OFFICE SUPPLIES AND EQUIPMENT	41
ARTICLE 66:	UNIFORMS	42
ARTICLE 67:	MILEAGE AND LIABILITY INSURANCE.....	42
ARTICLE 68:	PARKING.....	42
ARTICLE 69:	LONG DISTANCE TRAVEL EXPENSE	43
ARTICLE 70:	IDENTIFICATION CARD	43
ARTICLE 71:	TRAVEL TIME	43
ARTICLE 72:	INSURANCE.....	44
ARTICLE 73:	AFSCME CARE PLAN	45
ARTICLE 74:	SICK LEAVE CONVERSION.....	45
ARTICLE 75:	BI-LINGUAL PAY SUPPLEMENT.....	45
ARTICLE 76:	SEX ABUSE UNIT: PAY SUPPLEMENT	46
ARTICLE 77:	LONGEVITY PAY SUPPLEMENT.....	46
ARTICLE 78:	WAGES.....	46
ARTICLE 79:	SEXUAL HARASSMENT	46
ARTICLE 80:	FITNESS FOR DUTY EXAMINATION.....	47
ARTICLE 81:	SAFETY COMMITTEE.....	50
ARTICLE 82:	CERTIFICATION.....	50
ARTICLE 83:	SUCCESSOR: COUNTY RELOCATION	50
ARTICLE 84:	SAVINGS CLAUSE	51
ARTICLE 85:	MODIFICATION.....	51
ARTICLE 86:	PRINTING	51
ARTICLE 87:	DURATION	51
ARTICLE 88:	EXECUTION	52

TABLE OF CONTENTS CONTINUED

<i>Article</i>	<i>Title</i>	<i>Page</i>
	APPENDIX A INCLUSIONS.....	111
	APPENDIX B EXCLUSIONS.....	112
	APPENDIX C ENTRY LEVEL POSITIONS.....	113
	APPENDIX D PAY RANGES.....	114
	APPENDIX E WAGE RATES.....	115

PREAMBLE

This contract entered into between the Board of Cuyahoga County Commissioners (hereinafter referred to as "County"), the Cuyahoga County Department of Human Services (hereinafter referred to as "DHS") (County and DHS sometimes collectively referred to as the "Employer"), and Local 1746 and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as "Union", has as its purpose the following:

Section 1. To achieve and maintain a satisfactory and stabilized employer/employee relationship and to provide improved work performance.

Section 2. To provide for the peaceful and equitable adjustment of differences which may arise, and to maintain the efficiency of the department.

Section 3. To assure the effectiveness of service by providing an opportunity for union officers, on behalf of bargaining unit employees. To meet with the employer to exchange views and opinions on policies and procedures affecting the conditions of their employment, subject to the applicable provisions of Ohio Revised Code Chapter 4117, Federal Laws, and the Constitutions of the State of Ohio and the United States of America.

Section 4. To ensure the right of every employee to fair and impartial treatment.

Section 5. To provide an opportunity for the Union and the DHS to negotiate as to wages, benefits, terms and conditions of employment. This Contract pertains to all employees within the bargaining unit as defined hereunder.

Section 6. To provide for orderly, harmonious, and cooperative employee relations and to achieve and maintain the most efficient, best possible public service in the interest of not only the parties, but also the citizens of Cuyahoga County.

ARTICLE 1: RECOGNITION

Section 1. The Union is recognized as the sole and exclusive representative for all employees of the DHS in the job classifications of the bargaining unit as set forth for the purpose of establishing rates of pay, wages, hours and other conditions of employment, but excluding such classifications as are listed in Appendix B herein.

Section 2. The Union's exclusive bargaining unit includes the job classifications listed in Appendix A. The Employer will not recognize any other union or organization as representatives for any employee within such classifications.

ARTICLE 2: MANAGEMENT RIGHTS

Unless the Employer agrees otherwise in this Contract, nothing in Chapter 4117 of the Revised Code impairs the right and responsibility of the Employer to determine matters of inherent managerial policy which include, but are not limited to, areas of discretion of policy such as the functions and programs of the public employer standards of services, its overall budget, utilization of technology, organizational structure; direct, supervise, evaluate, or hire employees; maintain and improve the efficiency and effectiveness of governmental operations; determine the overall methods, process, means, or personnel by which governmental operations are to be conducted; suspend, discipline, demote or discharge for just and proper cause, lay off, transfer, assign, schedule, promote, or retain employees; determine the adequacy of the work force; determine the overall mission of the employer as a unit of government; effectively manage the work force; and take actions to carry out the mission of the public employer as a governmental unit. Further, this Article does not limit the rights of the DHS under Ohio Revised Code Section 4117.08.

ARTICLE 3: NO STRIKE/NO LOCKOUT

Section 1. The Union shall not, directly nor indirectly call, sanction, encourage, finance, and/or assist in any way, nor shall any employee instigate or participate, directly or indirectly, in any strike, walk-out, work stoppage, or slow down, at any operation or operations of the DHS for the duration of this Contract.

Section 2. When the DHS notifies the Union by certified mail that any of its members are engaged in any such strike activity, as outlined, 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.

Section 3. The DHS agrees that neither it, its officers, agents or representatives... individually or collectively, will authorize, instigate, cause, aid or condone any lockout of members of the Union, unless those members shall have violated Section 1 of this Article.

ARTICLE 4: PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 1. The provisions of this Contract shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, sexual orientation, marital status, race, color, creed, national origin, political opinions or affiliation or disability. The Union shall share equally with the DHS the responsibility for applying this provision of the Contract.

Section 2. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3. The DHS agrees not to interfere with the rights of eligible employees to become members of the Union, and there shall be no interference, restraint, coercion, or reprisal by the DHS or its representatives against any legal employee activity or employees acting legally in an official capacity on behalf of the Union.

Section 4. The Union agrees not to interfere with the rights of the employees not to become members of the Union, and there shall be no discrimination, interference, restraint, coercion or reprisal by the Union or its representatives against any employee exercising the right to abstain from membership in the Union.

ARTICLE 5: CHECK-OFF

Section 1. All employees in the bargaining unit covered by the Contract who are members of the Union on the date the Contract is signed and all other employees in such bargaining units who become members of the Union at any time in the future shall, for the terms of this Contract, continue to be members of the Union, and the County will not honor dues deduction (check-off) revocations from any such employee as provided herein.

Section 2. The DHS will deduct regular monthly dues from the pay of employees covered by the Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee for that purpose and bearing his signature, provided that any employee shall have the right to revoke such authorization by giving written notice to the Union at any time during the fifteen (15) calendar days prior to the termination of this contract.

Section 3. The DHS's obligation to make deductions shall terminate automatically upon timely receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

Section 4. Deductions will be made from the pay of all employees bi-weekly. In the event an employee's pay is insufficient for the deduction to be taken, the DHS will deduct the amount from the employee's next regular pay where the amount earned is sufficient.

Section 5. All deductions under Sections 4 and 5 of this Article, together with any alphabetical list of names of all employees whose fees and/or dues have been deducted, shall be transmitted to the Union no later than the tenth (10th) day following the end of the pay period in which the deduction is made. Upon receipt, the Union shall assume responsibility for the disposition of all funds deducted.

Section 6. The DHS shall place back on Check-off those employees who return to the active payroll from a leave of absence, layoff or suspension, or who are transferred from one department to another department.

ARTICLE 5A: FAIR SHARE

Section 1. All bargaining unit employees, as a condition of employment, shall pay to the Union through payroll deduction, a fair share fee as a contribution toward the administration of this Contract.

Section 2. Any future bargaining unit employee who does not make application for union membership within sixty-one (61) days after being employed shall, as a condition of employment, pay to the Union through payroll deduction a fair share fee as a contribution toward the administration of this Contract.

Section 3. Employees who fail to comply with these requirements shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union. The fair share fee amount shall not exceed the monthly union dues and shall be certified to the County by the treasurer of the local union. On an annual basis, the Union will provide the Employer with the same information regarding its calculation of the fair share fee as it is required by law to provide to fair share fee payers. The deduction of the fair share fee from any earnings of the employee shall be automatic and does not require authorization for payroll deduction. Payment to the Union for fair share fees shall be made in accordance with the regular dues deduction as provided in Article 5 of this Contract.

ARTICLE 5B: P.E.O.P.L.E. CHECK-OFF

The DHS will deduct voluntary contributions to the AFSCME International Union's Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E.) Committee from the pay of employees covered by this Contract upon receipt from the Union of individual written authorization cards voluntarily executed by an employee provided that:

- (A) An employee shall have the right to revoke such authorization by giving written notice to the DHS and the Union at any time and the authorization card shall state clearly on its face the right of an employee to revoke.
- (B) The DHS obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.
- (C) The contribution amount shall be certified to the DHS by the Union. The Union shall provide the DHS with thirty (30) days advance notification of any change in the contribution amount. Contributions shall be transmitted to the Union in accordance with the provisions of Article 5 of this contract. This transmittal shall be accompanied by an alphabetical list of all employees for whom deductions have been made and the names of employees for whom deductions have been terminated and the reason for termination.

- (D) All P.E.O.P.L.E. contributions shall be made as a deduction separate from the fair share fee and dues deductions.

ARTICLE 6: UNION VISITATION

Non-employee representatives of the Union may enter the premises of an operation of the DHS between the hours of eight-thirty (8:30) a.m. and five o'clock (5:00) p.m., Monday through Friday, upon request to the DHS's Director or his designee, for the purposes only of ascertaining whether or not this Contract is being observed and attending Step 3 meetings of the Grievance Procedure. Such visit(s) shall be made by appointment with the Director or his designee and shall not interfere with the work of any employee or the operations of the DHS. If a need to enter the premises of any operation of the DHS occurs between the hours of five o'clock (5:00) p.m. and eight-thirty (8:30) a.m., Monday through Friday, or on Saturday or Sunday, said representative of the Union shall contact the Director or his designee for permission to enter the premises of the DHS.

ARTICLE 7: BULLETIN BOARDS

The DHS shall provide the Union with bulletin boards with doors and locks at mutually selected locations in all departments of the DHS. All bulletin board notices of the Union shall bear the signature of an official of the local union and/or Ohio Council 8. A copy of all posted notices shall be given to the Director and/or Human Resource Manager prior to posting. Failure to follow the condition set forth above will be grounds for the DHS to remove any posting without recourse from the Union.

ARTICLE 8: UNION REPRESENTATION

Section 1. Employees selected by the Union to act as Union representatives for the purpose of processing grievances under the Grievance Procedure shall be known as "Stewards". Each Steward shall have an alternate who shall act as Steward when the regular Steward is absent from work, or is unavailable due to job duties.

Section 2. The DHS shall recognize one Steward for each ninety (90) employees in active pay status. The Union shall notify the DHS regarding the actual assignments of the Stewards by location and/or classification.

Section 3. The expectation is that Stewards will remain in their offices regardless of the fluctuation of the DHS staffing patterns until the next election of Stewards. However, in the event of a significant reorganization or deployment of employees that impacts on the location of Stewards, the parties will meet in an effort to resolve the issue. The Union President, Vice President, Recording Secretary and Recording Treasurer shall remain on their respective shifts during their terms of office. The Stewards and Alternate Stewards shall remain in their respective locations and on their respective shifts during their terms of office.

Section 4. Thirty (30) days prior to the Union's election of Stewards, the DHS will meet with the Union to determine the number of Stewards to be elected by applying the ratio provided for in Section 2 of this Article.

Section 5. The DHS shall recognize the Union President as a full-time union representative. The President shall not be required to carry a caseload or perform the duties of his classification. The President shall be permitted to investigate, process grievances, and handle other related union business during normal work hours without loss of pay. The President shall be supervised by the department director and must report daily to the director or designee to sign in and out. In the event a president is not re-elected, he must attend orientation/training prior to returning to his former job.

Section 6. The Vice President upon notification to his supervisor, shall be allowed reasonable time to carry out the functions of his office. He must report to his designated supervisor and must log union activities. Functions performed on behalf of the employees of the DHS during working hours will be without loss of pay.

Section 7. Stewards shall be released from work without loss of pay every other week for a period not to exceed four hours for the purpose of attending the Union's Stewards' meeting. On a quarterly basis, the Union shall provide DHS with a list of the dates and times of each Stewards' meeting for the quarter.

Section 8. All Stewards are expected to perform their job duties. However, each Steward and Recording Secretary and Treasurer shall be allowed reasonable time off with pay to conduct appropriate union business.

Section 9. Where there is a reduction in workforce, every effort shall be made to retain at work the Union President, Vice President, Recording Secretary, Recording Treasurer, Stewards and Alternate Stewards. If their jobs are not operating, they will be placed on other jobs that are operating in their respective areas provided that they are qualified to do the work.

Section 10. The Union shall furnish the DHS a written list of names of the Union President, Vice President, Recording Secretary, Recording Treasurer, Stewards, and Alternate Stewards, including locations to which each is assigned. Further, the Union shall promptly notify the DHS in writing of any changes therein.

Section 11. Stewards and Union Officers shall adhere to the following procedure in processing grievances and carrying out all other functions of their offices:

- A. An employee having a grievance as defined herein shall notify his Steward who will notify the employee's immediate supervisor to arrange for the release of the employee to meet with the Steward. This shall be done in accordance with the provisions in Section 8 of this Article.

- B. Before leaving his job, the Steward shall record on a special Steward Activity Sheet, the time he starts his union work. (Upon request, a copy of this record will be furnished to the Union.) Prior to conducting such union business, the Steward must notify his immediate supervisor.
- C. When it is necessary for a Steward to enter a department (or section of a department) supervised by a supervisor other than his own, he shall report first to the supervisor in charge and advise him of the purpose of his being there.
- D. Upon returning to his job, the Steward shall first report to his own supervisor before resuming work if the supervisor is available (or if he is unavailable, as soon as possible after resuming work).
- E. The Vice President and the Recording Secretary shall abide by the rules applicable to Stewards. In the event of the absence of a Steward and his Alternate Steward, the President shall be called in their place. In the event of the absence of the President, the Vice President shall be called in his place.

Section 12. A Steward having an individual grievance in connection with his own work may ask for the President or Vice President to assist him in adjusting the grievance with his supervisor.

Section 13. There shall be a Grievance Committee consisting of the Union President, Vice President, Recording Secretary and six (6) Stewards to be selected by the Union.

Section 14. Office space shall continue to be provided to the Union. The location of said space shall be at the sole discretion of the County. This space shall be lockable. The Union Officers shall hold the keys and shall be responsible for the office. The office shall be furnished with: One (1) desk, four (4) chairs, one (1) file cabinet, and one (1) telephone.

ARTICLE 9: PERSONNEL RECORD

Section 1. An employee shall have the right to inspect his personnel record provided ample notification is given to the Office of Human Resources. The employee may compile, date, and insert in said record a list of the documents he finds therein.

Section 2. If an employee after examining his file has reason to desire a copy of a document contained therein, a copy shall be provided at a nominal fee not to exceed the actual cost of duplication. Any materials in the employee's personnel record which have not been seen or signed by him or a copy sent to him will not be used against him. The signing of any materials to be placed into an employee's personnel record will not indicate an agreement by the employee as to the contents of the material, but does acknowledge he has seen it. Any such material placed into the record of an employee after May 1, 1972, without his knowledge shall, upon his request, be removed from his personnel record and destroyed.

Section 3. All personnel file examinations shall be made by appointment with the Office of Human Resources, and in the presence of a representative of the Office of Human Resources. The Office of Human Resources will maintain a log in the personnel file of each bargaining unit member of the date and name of all persons who review the file pursuant to the Public Records Act.

Section 4. No employee shall be permitted to remove any item from his personnel record, remove the file(s) from the custody of the Office of Human Resources, or otherwise alter his personnel record in any manner. Subject to the approval of the Office of Human Resources, an employee may request that a document relating to his education, training or work performance be added to his personnel record. Any such request shall not be unreasonably denied.

Section 5. The terms of this Section shall not be applied in such a way as to interrupt the work schedule of the employee or cause any expense to the Employer.

ARTICLE 10: DISCIPLINE

Section 1. In imposing discipline on a current charge, the DHS shall not take into account any prior infraction that occurred more than two (2) years previously. Except in emergency situations, the DHS shall issue discipline within sixty (60) working days of the date of the Pre-Disciplinary Conference.

Section 2. An employee shall be given a copy of any warning, reprimand, or other disciplinary action entered into his personnel record as maintained by the Office of Human Resources within five (5) working days of the action taken. Further, the employee and the Union President will receive a copy of any suspension and/or discharge notice within five (5) working days of the action taken.

Section 3. Any employee who has been disciplined by suspension or discharge will be given a written statement describing in detail the reason or reasons for which he has been suspended or discharged. In case of suspension, the employee shall be advised of his right to have a Steward present. Further, if the employee so requests, he shall be granted a private interview with his Steward before the employee is required to leave the premises.

Section 4. Any suspension shall be for a specific number of consecutive days on which the employee shall be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as work days for the purpose of suspension only.

Section 5. It is important that the employee complaints regarding unjust or discriminatory suspensions and/or discharge be handled promptly. Therefore, all such disciplinary action may be reviewed through the Grievance Procedure, beginning at Step 3.

Section 6. The State Personnel Board of Review shall not be an entity in the Grievance Procedure.

Section 7. Discipline must be applied in an objective, equitable and reasonable manner, and shall be progressive and corrective and never punitive. It is expected that discipline will be imposed in a reasonably timely fashion under the facts and circumstances of a particular case. However, depending on the severity of the situation, the DHS may skip or repeat one or more of the steps in the disciplinary process. No employee shall be reduced in pay or position, suspended, discharged, or removed except for just cause.

Section 8. No employee shall be suspended or terminated without first being given the opportunity to participate in a Pre-Disciplinary Conference conducted by the Human Resource Manager or his designee. At said conference, the employee may show cause why the disciplinary action should not be imposed. The employee shall receive notification in writing at least three (3) working days prior to the conference. Such notice shall include the date of the conference, time of the conference, location of the conference, nature of offense and the rights to union representation.

Section 9. Any disciplinary action entered into an employee's personnel record as maintained by the Office of Human Resources shall be subject to the Grievance Procedure.

ARTICLE 11: GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean an allegation by a bargaining unit employee or the Union that there had been a breach, misinterpretation or improper application of this Contract. It is not intended that the Grievance Procedure be used to effect changes in the Articles of this Contract nor those matters not covered by this Contract.

Section 2. When a grievance arises, the following procedure shall be observed:

Oral Step. Immediate Supervisor

An employee who has a grievance shall take it up orally with his immediate supervisor accompanied by a steward within five work days after the events upon which the grievance is based. The supervisor shall give an answer to the employee and steward within five work days and shall verify the date, time, and result of such meeting.

Step 1. Human Resources Manager/Designee and Immediate Supervisor

If the meeting does not resolve the grievance, then the union steward solely with the aggrieved employee shall present the grievance in writing to the Human Resource Manager within ten (10) working days after the event upon which the grievance is based, except that for Homemaker's grievances only the time limit will be extended to fifteen (15) days after the events have taken place. Within ten (10) working days after the receipt of the grievance in writing, the supervisor and the Human Resource Manager or designee shall meet with the grievant and the Steward in an attempt to resolve the grievance. In addition, each party shall have the right to invite a resource person on an as needed basis. Within ten (10) working days after the Step 1 meeting, the supervisor or the Human Resource Manager shall give a written answer to the Steward. In the event the grievance is not resolved, the answer shall set forth, in detail, the reasons for the denial of the grievance.

Step 2. Department Director/Designee

If the grievance is not satisfactorily settled at Step 1, it must be received in writing by the Director of the appropriate department from the Union President within seven (7) working days after the receipt of the Step 1 answer. Within ten (10) working days thereafter, the Director and/or his designee shall meet with the Union President, Vice President, Steward, and Grievant in an attempt to resolve the grievance. Within ten (10) working days after the Step 2 meeting, the Director and/or his designee shall give a written answer to the Union President. In the event the Director chooses to have the grievance heard by his designee, said designee shall be an employee of the DHS and shall be vested with the full authority of the Director. A Labor/Management meeting may be a part of the second step agenda.

Step 3. Division of Labor Relations

If the grievance is not satisfactorily settled at Step 2, it must be received in writing by the Administrator of the County Division of Labor Relations of the Department of Human Resources and/or his designee from the Union President or his designee within seven (7) working days after receipt of the Step 2 answer. The Administrator of the Division of Labor Relations and/or his designee shall consider the grievance at the monthly Step 3 Grievance meeting to be held on the second Thursday of each month. The Union President may request the Regional Director of Ohio Council 8 and/or his designee to join the meeting. Within twenty (20) working days after the Step 3 meeting, the Administrator of the Division of Labor Relations shall give a written answer to the Union President. A copy of the answer shall also be provided to the Regional Director of Ohio Council 8 and/or his designee. In the event that the Administrator of the Division of Labor Relations chooses to have the grievance considered by his designee, said designee shall be vested with his full authority.

Step 4. Mediation

- A. Once a grievance has been appealed to arbitration, it will be referred to mediation unless either party determines not to mediate a particular grievance. Arbitration scheduling will give priority to cases that have first been mediated.
- B. The parties shall mutually agree to a panel of five (5) mediators to serve in the capacity of grievance mediators. Panel members must be experienced, neutral mediators and/or arbitrators with mediation skills. Mediation panel members may not serve as arbitrators at any time under this Agreement.
- C. Mediation shall be scheduled on a rotating basis among the panel members to the extent the mediator is available and his/her schedule allows. The parties agree that they will ordinarily schedule between two and five mediations in a day.
- D. Representatives designated by each party shall have the right to be present at the mediation conference. Each party will have a representative vested with full authority to resolve the issues being considered, subject to approval, when necessary, by the Board of County Commissioners. Representatives of the Union are the Local President, Local Vice President, applicable Steward, Grievant (if applicable) and an Ohio Council 8 Representative. The employer shall be represented by human resources representatives and applicable management representatives.
- E. The mediator may employ all of the techniques commonly associated with mediation, including private caucuses with the parties, but the taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of facts and arguments. There shall be no

formal evidence rules. Written materials presented to the mediators will be returned to the party at the conclusion of the mediation hearing.

- F. Mediation efforts will be informal in nature and shall not include written opinions or recommendations from the mediator. In the event that a grievance that has been mediated is appealed to arbitration, there shall be no reference in the arbitration proceeding to the fact that a mediation conference was or was not held. Nothing said or done by the mediator may be referenced or introduced into evidence at the arbitration hearing. Nothing said or done by either party for the first time in the mediation conference may be used against it in arbitration.
- G. At the mediation conference the mediator shall first seek to assist the parties in reaching a mutually satisfactory settlement of the grievance, which is within the parameters of the collective bargaining agreement. If a settlement is reached, a settlement agreement will be entered into at the mediation conference, subject to approval, when necessary, by the Board of County Commissioners. The mediator shall not have the authority to compel the resolution of a grievance.
- H. If a grievance remains unresolved at the end of the mediation session, the mediator will provide an oral advisory opinion as to how the grievance is likely to be decided if it is presented at arbitration. This opinion is non-binding and inadmissible in any subsequent arbitration proceeding.
- I. The dates, times and places of mediation sessions will be determined by mutual agreement of the parties. Each party shall designate a representative responsible for scheduling mediation sessions.
- J. The fees and expenses to be charged by mediation panel members shall be negotiated between the panel participants and the parties. Fees and expenses for grievance mediation shall be shared equally by the parties.

Step 5. Arbitration/Expedited Arbitration

Arbitration. If the grievance is not satisfactorily settled at Step 3, the Union may, within thirty (30) days after the receipt of the Step 3 answer, submit the issue to arbitration. The Union shall notify the Federal Mediation and Conciliation Service (“FMCS”) and the other party of its intent to arbitrate. The DHS and the Union shall meet jointly to appoint a mutually agreed upon person to serve as Arbitrator within seven (7) days. In the event the parties do not select an Arbitrator within seven (7) days, then either party may request within five (5) days that the FMCS submit a list of seven (7) impartial persons qualified to act as an Arbitrator, providing the person is a resident of the State of Ohio. The parties shall use the striking method to select an Arbitrator. Prior to striking, a party shall have the right to reject a panel in its entirety and request a new panel from FMCS. The fees and expenses of arbitration shall be borne equally by the parties.

Expedited Arbitration. The parties agree grievances that involve a removal, suspension of five (5) days or more, or an "inter-departmental" policy grievance as defined at Section 4 of this Article, shall be arbitrated on an expedited basis at the discretion of the Union. The expedited arbitration shall be conducted pursuant to the rules of the American Arbitration Association and the fees and expenses of such proceeding, including those of the arbitrator, shall be borne equally by the Union and DHS.

Section 3. If a grievance is appealed to Step 5 of the Grievance Procedure and the employee has filed a complaint with the Ohio Civil Rights Commission (OCRC) and/or the Equal Employment Opportunity Commission (EEOC) and said complaint includes the issue being appealed to arbitration, it is agreed that the Arbitrator shall not have jurisdiction over the grievance. In the event there is a dispute as to whether the issue appealed to arbitration is also an issue to the employee's complaint to the OCRC and/or EEOC, the Union and the Office of Labor Relations shall meet in an attempt to resolve the dispute. If the parties are unable to resolve the dispute it is agreed that the Arbitrator shall have the jurisdiction to determine whether the issue appealed to arbitration is also the issue in the employee's complaint to the OCRC or EEOC. If a question of arbitrability of the grievance appealed to Step 4 arises, it is agreed that an Arbitrator other than the one assigned to hear the original grievance shall be selected by the parties.

Section 4. A policy grievance shall initially be presented by the President or Vice President in writing at Step 2. A policy grievance is defined as one that affects a group or classification of employees similarly arising from the same event or set of facts. A policy grievance shall initially be presented as follows:

1. Union will caption each policy grievance as "Inter-Department" or "Intra-Department".
2. Union shall file grievance with the Department e.g. Senior and Adult, Children and Family, Health and Nutrition, and Work and Training.
3. At the grievance meeting, the first issue that the parties will resolve is whether the grievance is an inter or intra department grievance.
4. Intra-Department policy grievances shall be heard by the department director or designee.
5. Inter-Department policy grievances shall be immediately forwarded to the Deputy Administrator of Health and Human Services and shall be deemed timely.

Section 5. An employee wishing to submit a formal grievance shall reduce the grievance to writing. The County will provide the grievance forms. All grievances must contain the following information:

1. Aggrieved employee's name and signature and seniority date.
2. Aggrieved employee's classification and department.
3. Date of event leading to the grievance.
4. A description of the incident giving rise to the grievance.
5. Date the grievance was first discussed and the name of the supervisor with whom it was discussed.
6. Date the grievance was filed at each step.
7. Signature of the Steward filing the grievance.
8. Specific Articles of the Contract or specific work rules or policy violated.
9. Desired remedy to resolve the grievance.

Section 6. All decisions of the Arbitrators and all pre-arbitration grievance settlements reached by the Union and the DHS shall be final, conclusive, and binding on the DHS, the Union, and the employee(s). However, a grievance may be withdrawn by the Union at any time during Steps 1, 2, or 3 of the grievance procedure and withdrawal of any grievance shall not be prejudicial to the positions taken by the parties as they relate to that grievance or any other grievance.

Section 7. The time limits set forth in the grievance procedure may be extended by mutual agreement of the DHS and the Union. Working days as used herein shall not include Saturdays, Sundays, or Holidays.

Section 8. Employee evaluations, job evaluations, job descriptions and/or job classifications, promotional probationary failure resulting from promotions by the upgrading by seniority, promotional procedure, and probationary failure under Article 46, Layoffs, shall not be subject to the provisions of the grievance procedure; except that any claim of personal prejudice or Union discrimination which results in a promotional probationary failure may be taken up as a grievance. Provided, however, that the DHS recognizes the right of the employee to appeal to the grievance procedure any disciplinary action based upon failure to meet the required standards of job performance, including the fairness of the standard.

ARTICLE 12: PROBATIONARY PERIOD

Section 1. New employees shall be considered to be on probation for a period of one hundred eighty (180) calendar days except those employees in pay range nine (9) or higher who will be on probation for two hundred forty (240) calendar days. The probationary period shall begin on the first day of active pay status. The DHS shall have sole discretion to discipline or discharge such probationary employees, and such actions during this period cannot be reviewed through the Grievance Procedure or otherwise affected by this contract, provided however, the DHS will not discharge a probationary employee because of Union membership or Union activity. The probationary period shall be tolled for the duration of any absence of five (5) or more consecutive workdays.

Section 2. Each new employee shall receive an evaluation by his immediate supervisor as soon as possible after the completion of the first half of his probationary period. Each new employee shall receive a final probationary evaluation by his immediate supervisor before the end of his probationary period.

Section 3. If an employee whose employment has terminated for any reason whatsoever, is rehired, he shall be considered a new employee and subject to the provisions of Section 1 of this Article.

ARTICLE 13: SENIORITY

Section 1. Seniority shall be an employee's uninterrupted length of continuous service with the DHS. Although an employee shall have no seniority during the probationary period, upon completion of the probationary period, seniority shall be retroactive to the date of hire.

Section 2. Within thirty (30) days after the signing of the contract and every three (3) months thereafter the DHS shall provide the Union with two (2) computer generated copies of a current seniority list. The Union shall meet with the DHS to review the seniority list whenever necessary to correct any errors. The seniority list shall be made up by classification and shall contain, in order of seniority, the name, division, department, position control number and date of hire of each employee.

Section 3. Seniority shall be broken when an employee:

- A. Quits or resigns;
- B. Is discharged for just and proper cause;
- C. Is laid off for a period of more than twelve (12) consecutive months;
- D. Is absent without leave for three (3) or more workdays unless proper excuse for the absence is shown or if no notice was given, a satisfactory excuse for the failure to give notice;

- E. Fails to report to work when recalled from layoff within fourteen (14) calendar days from the date on which the DHS sends the employee notice by registered mail (to the employee's last known address as shown on the records of the Office of Human Resources) unless satisfactory excuse is shown.

Section 4. Once a month the DHS shall furnish the Union with a list (showing name, job classification, department, indicating the date of action taken) of bargaining unit employees who were hired, promoted, permanently or temporarily transferred, suspended, terminated, resigned, left on or returned from leave of absence, etc.

ARTICLE 14: HOURS OF WORK

Section 1. The normal work week for regular full-time employees shall be forty (40) hours of work (unless otherwise agreed to) inclusive of time allotted for the lunch period during the period starting 12:00 A.M. Sunday to midnight Saturday. In the event it is necessary to change the hours of work, starting and quitting time of any shift, and schedule of hours, the DHS shall first meet with the Union to discuss said changes. This paragraph shall not be construed as a guarantee or limitation of work hours, nor shall it be construed to reduce the normal workweek below forty (40) hours per week for regular full-time employees.

Section 2. Employees will be compensated on the basis of hours worked during any twenty-four (24) hour period beginning with the starting time of the employee's shift.

Section 3. Schedule changes for employees on seven (7) day continuous operations shall be worked out between the Union and the DHS. Schedules providing every other weekend off shall be worked out between the DHS and the Union when staffing levels are adequate to accommodate said schedule.

Section 4. Departmental work schedules for employees in seven (7) day continuous operations shall be posted every month no later than five (5) days preceding the start of the period covered by the schedule. Deviations from the posted schedule may be made in order to meet the operational needs of the department but the DHS shall give the involved employee and his Steward notices of any such changes as far in advance as circumstances reasonably allow.

Section 5. All employees shall be allowed not less than sixty (60) minutes for a scheduled meal period. Lunch breaks at the Metzenbaum Center shall be taken during the middle of the work shift unless otherwise agreed upon between the supervisor and employee. The meal period shall be uninterrupted except in case of emergencies.

Section 6. When an employee is scheduled to work and does work four (4) hours beyond his regular quitting time, he shall be given an additional 30 minute lunch period in accordance with Section 5 of this of this Article, if he so desires. If the additional hours are an overtime opportunity, the lunch period shall be compensated at the overtime rate, which may be given as compensatory time consistent with Article 23, Section 4. If management determines that the employee was unable to take the additional lunch period, the employee shall be compensated 30 minutes for each additional 4 hours that the employee was scheduled to work (to be paid at the overtime rate if the additional hours constitute an overtime opportunity).

Section 7. No employee shall be mandated to work more than sixteen (16) hours in a twenty-four (24) hour period.

Section 8. Each department shall develop criteria for a flex-time policy. Said criteria shall be discussed with the Union prior to implementation.

ARTICLE 15: PART-TIME EMPLOYEES

The DHS has the right to hire part-time employees. The following are the terms:

- A. A part-time employee is defined as an employee working less than thirty (30) hours in a defined work week.
- B. Part-time employees will be selected by the posting procedure in accordance with Article 44, Section 4. Selections resulting from this posting procedure will not be subject to the grievance procedure.
- C. DHS will meet and discuss with the Union prior to implementing any need to further expand the use of part-time staff.
- D. It is not DHS' intention to exercise its right to hire part-time employees for purpose of replacing full-time employees with part-time employees.
- E. Part-time employees are entitled to the following benefits exclusively:
 - 1. Pro-rated vacation in accordance with Article 26.
 - 2. Pro-rated sick time accrual in accordance with Articles 27 and 29.
 - 3. Pro-rated holiday pay in accordance with Article 24, Section 3.

ARTICLE 15A: UNEXCUSED ABSENCE NOTIFICATION

Supervisors shall notify in writing any employee charged with unexcused absence time initiated by the supervisor. This written notification shall be given prior to the action being taken and it shall indicate the amount of unexcused absence time, the date it was taken and the amount of time to be deducted. The notice shall include a signature line for the employee to acknowledge receipt of the notice. However, an employee's failure to sign and return the written notice shall not delay implementation of payroll action.

ARTICLE 16: LABOR MANAGEMENT COMMITTEE

Section 1. In the interest of promoting sound labor-management relations, the DHS and the Union agree to hold quarterly labor management meetings. The meetings will be attended by an equal number of labor and management representatives, including the department directors and/or designees, representatives of the Labor Relations Division, and the Union President, and Vice president. Resource Persons and Informational Presentations shall be mutually agreed upon.

Section 2. Labor management meetings will be scheduled at least five (5) work days in advance at a time mutually agreeable to the parties.

Section 3. A meeting agenda shall be prepared and distributed to the parties within forty-eight (48) hours prior to the meeting. The Union shall also supply the DHS with the names of those Union representatives who will be in attendance.

Section 4. Labor management meetings are not intended to nor shall they result in an alteration or modification of the labor agreement. However, any recommendations or agreements consistent with the labor agreement reached by the parties shall be reduced to writing, dated, and signed by both parties.

Section 5. The issue of caseload equalization will be addressed in the existing LMC. The resulting plans shall be reviewed annually or as needed by mutual agreement of the parties.

ARTICLE 17: REST PERIOD

There shall be one (1) fifteen (15) minute rest period for each four (4) hours worked. The time represents actual time away from the employee's regular duties. The rest period will be scheduled during the middle two (2) hours of each half shift to the extent practicable, but it may not be scheduled immediately before or after the meal period or at the start or end of a shift. When employees work beyond their regular quitting time the DHS shall provide each employee with additional rest periods as provided above.

ARTICLE 18: REPORT-IN PAY

An employee who reports to work on a regularly scheduled workday without previous notice not to report shall receive a minimum of four (4) hours work or four (4) hours pay in lieu thereof at the applicable hourly rate.

ARTICLE 19: CALL-IN PAY

An employee who is called into work at a time he is not regularly scheduled to report for work shall receive a minimum of four (4) hours work or four (4) hours pay in lieu thereof at the applicable overtime premium.

ARTICLE 20: SHIFT PREMIUM

Section 1. If four or more of an employee's regularly scheduled work hours fall between the hours of 7:00 p.m. and 7:00 a.m., the employee will be paid a shift premium of forty-five cents (\$.45).

Section 2. Employees regularly scheduled to work the Metzenbaum Visitation Program shall receive a forty-five cents (\$.45) per hour shift premium for all hours worked after 4:30 p.m.

ARTICLE 21: INCLEMENT WEATHER

Whenever the Board of County Commissioners and or County Administrator declare a closing of County offices due to inclement weather, the following rules shall apply:

Section 1. WHOLE DAY CLOSING: If the DHS offices are closed for an entire day, all employees who were scheduled to work on that day shall be paid their regular straight time rate for any regular hours they were scheduled to work. Employees not scheduled to work on an inclement weather day due to vacation, sick leave, compensatory time, etc., shall be charged for the leave as though no inclement weather day was declared. For the purpose of this section, Article 18 (Report In Pay) shall not be applicable.

Section 2. PARTIAL (EARLY) DAY CLOSING: If the DHS offices are closed after the start of a regular work day, directors or their designee shall have discretion to designate essential staff', in accordance with Article 22, who shall be required to remain at work as though no inclement weather day was declared. All employees not designated as "essential staff" who reported for work and are present when the office closing is announced, shall be paid their regular straight time rate for the remainder of their normal work day as though they were at work. Essential staff shall remain at work. However, such employee shall receive "early closing time" on an hour for hour basis. The early closing time must be exhausted within ninety (90) calendar days from the date of accumulation.

Section 3. **SEVERE WEATHER ABSENCE:** When an employee is tardy or unable to report to work due to severe weather conditions on days that are not declared inclement by the Board of County Commissioners or County Administrator, the employee must contact his supervisor by 10:00 A.M. The supervisor may authorize the use of vacation, comp time, leave without pay, or early closing time. Said authorization shall not be unreasonably denied. An employee who fails to contact his supervisor by 10:00 A.M. will be charged off duty for the time absent from work unless circumstances beyond the employee's control prevent such timely contact.

ARTICLE 22: ASSIGNMENT AND EQUALIZATION OF OVERTIME

Section 1. The DHS shall be the sole judge of the necessity of overtime.

Section 2. A. In all non-continuous seven (7) day operations, overtime will be distributed by DHS in order to maximize efficiency and service to the public.

B.1. Ordinarily, overtime work that is directly related to the regular caseload or workload that a specific employee is responsible to perform during regular work hours shall be offered to that employee.

2. Ordinarily, overtime work that is directly related to the regular caseload or workload that a team/unit is responsible to perform during regular work hours will initially be offered on a rotational basis to the members of that team/unit in the appropriate classification in order of seniority.

C. When DHS determines that overtime work is necessary for special projects, the overtime will initially be offered on a rotational basis to employees within the classification, within the department, in order of seniority. If sufficient employees do not voluntarily accept, the DHS shall then have the right to offer overtime on a rotational basis to employees within the classification and within the next highest bargaining unit classification within the classification series, outside the department, in order of seniority.

D. Overtime may initially be refused, but if sufficient employees do not voluntarily accept, the DHS shall have the right to assign the overtime work to employees within the classification, within the department, in inverse order of seniority and the employee must work such overtime when assigned.

Section 3. In a continuous seven (7) day a week twenty-four (24) hour a day operation, overtime will be offered in accordance with the following procedure:

- A. **Unscheduled overtime.** For overtime work that is not anticipated more than forty-eight (48) hours in advance (e.g. an employee calling off on sick leave), the overtime will initially be offered on a voluntary, rotational basis to employees within the classification, within the operating unit (i.e. Hotline), on the shift that precedes the shift where the absence occurs in order of seniority. Overtime may be initially refused, but if sufficient employees do not voluntarily accept, DHS shall assign the overtime work to on-duty employees within the classification, within the operating unit, within the shift that precedes the shift where the absence occurs, in inverse order of seniority. The employee so assigned must work such time when assigned.

- B. **Scheduled overtime.** When a part-time employee is not available to work non-overtime hours to cover an open shift that is anticipated more than forty-eight (48) hours in advance (e.g. vacation coverage, manpower shortages), the overtime will initially be offered on a rotational basis to off-schedule, full-time employees within the classification, within the operating unit, in order of seniority. Any remaining overtime work will be offered on a rotational basis to off-schedule employees within the same classification in other operating units of the department in order of seniority, provided the employee is qualified to perform the available work. Any remaining open schedules shall be filled in accordance with mandatory overtime provision of Section 3.A hereof.

Section 4. At the Metzenbaum Center, overtime work will initially be offered to employees within the classification, within the operating unit, in order of seniority. Overtime may initially be refused, but if sufficient employees do not voluntarily accept, the DHS shall assign the overtime work to employees within the classification within the department in the inverse order of seniority and the employee so assigned must work such time when assigned. In the course of a calendar year, DHS shall endeavor to make an equitable distribution of overtime among eligible employees within a classification at the Metzenbaum Center. The supervisor will record all overtime hours worked or refused by each employee and post this record openly in the department.

Section 5. An employee shall not be entitled to voluntary overtime work if A) the employee has been disciplined for performance-related reasons within ninety (90) calendar days of the overtime opportunity; or B) during the period an employee is subject to a corrective action plan if the employee is given an opportunity to work overtime that is associated with the employee's regular case load or workload as part of the corrective action plan.

Section 6. A record of all overtime hours worked for each employee shall be recorded on a list by the supervisor and all employees including the Steward shall have the list made available upon request.

ARTICLE 23: OVERTIME -- PREMIUM PAY

Section 1. All employees in the job classifications covered by this Contract shall receive time and one-half (1 -1 /2) their respective rate of pay for all hours worked in excess of forty (40) in one (1) week during the period provided for in Article 14.

Section 2. For the purpose of computing overtime pay, holidays, vacations, and any other time in active pay status, except sick leave, shall be counted as hours and days worked.

Section 3. All employees who work on a recognized holiday shall receive time and one-half (1 -1 /2) their regular rate of pay for all hours worked on the holiday in addition to their regular holiday pay as provided herein.

Section 4. The DHS shall have the right to offer compensatory time off in lieu of pay for overtime when such overtime is offered to employees but employees of the Department of Children and Family Services and Senior and Adult Services who are required to work unscheduled overtime in response to an emergency situation shall have the option of receiving overtime payment or compensatory time. When DHS has authorized the use of compensatory time, requests for use of compensatory time will be given in writing two (2) days in advance. Approval for the use of compensatory time will be based on the needs of the department. The employee shall be notified fifteen (15) working days in advance of any compensatory time being converted into cash payment. Compensatory time will be at time and one-half (1-1/2) the employee's rate of pay and may be taken within 180 calendar days.

ARTICLE 24: HOLIDAYS

Section 1. All regular full-time employees shall be entitled to the following holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day.

Section 2. Should any of the recognized holidays fall on a Sunday, the following Monday shall be observed as the holiday. Should any of the recognized holidays fall on a Saturday, the preceding Friday Shall be observed as the holiday.

Section 3. To be entitled to holiday pay, an employee must be on the active payroll (i.e., actually receives pay) during the week in which the holiday falls. Further, to be entitled to holiday pay, employees must actually work the scheduled workday before and the scheduled workday after the holiday. For the purposes of this paragraph, prior approved vacation, verified funeral leave, verified accident or injury which requires hospitalization as in-patient or out-patient, and any other written prior approved paid leaves of absence will be considered as hours worked.

Section 4. An employee who does not work on a recognized holiday shall receive eight (8) hours straight time pay at his regular hourly rate. If an employee's work schedule is other than Monday through Friday, he shall receive eight (8) hours straight time pay at his regular rate for the holiday observed on his day off or at the option of the employee, eight (8) hours straight compensatory time at the regular rate. The eight (8) hour compensatory time also may be used as an alternate day off in the week that the actual holiday occurs.

Section 5. All employees who work on a recognized holiday shall receive eight (8) hours holiday pay in addition to time and one-half (1-1/2) their regular rate of pay for all hours worked on the holiday.

Section 6. All regular full-time employees shall be entitled to one (1) personal day in each contract year. The personal day may be used contingent upon the operational needs of the Employer. A written request for use of a personal day must be submitted at least twenty-four (24) hours in advance. In the event numerous requests are made for a certain day, seniority shall govern. A personal day must be used in a full eight (8) hour increment. Probationary employees (new hires) are ineligible to use a personal day. A personal day cannot be accrued from one contract year to another.

ARTICLE 25: HOLIDAY COVERAGE

In order to maintain adequate coverage around the holidays in those areas of the DHS involved in direct unscheduled client service, the department head shall predetermine the number of eligible staff who can be released to take unscheduled vacation time over a holiday period. A notice indicating the number of people who can be released shall be posted in a conspicuous place in the department ten (10) working days prior to the holiday. If the number of requests for unscheduled vacation time exceeds the number of staff who can be released from the department, the department head shall select by seniority those staff who can be released.

ARTICLE 26: VACATIONS

Section 1. All regular full-time employees shall be granted the following vacation leave with full pay based upon their length of DHS service as follows:

1 year but less than 5 years	80 working hours
5 years but less than 15 years.....	120 working hours
15 years but less than 25 years.....	160 working hours
25 years or more	200 working hours

Section 2. An employee becomes eligible for vacation leave on the first anniversary of his employment with the DHS. Vacation leave may be taken by the employee within twelve (12) months after it is earned. The DHS shall permit an employee to accumulate and carry over his vacation leave to the following year, but in no case shall vacation leave be carried over more than three (3) years. Once employees surpass the maximum allowable vacation amount for their particular earning rate, they have a period of one year from the date in which the maximum balance was surpassed to use or forfeit the time in excess of the allowable amount. Each time an employee surpasses the maximum allowable amount a new date is established for the use or expiration of these hours. An employee's unused vacation leave accumulated while they were employed by a governmental subdivision other than the DHS cannot be transferred to the DHS. Employees transferring to the DHS from another governmental subdivision must work twelve (12) months before being eligible for vacation. This does not affect an employee's rate of accrual or service credit.

Section 3. If an employee is terminated (voluntarily or involuntarily) prior to taking his vacation, he shall receive the pro-rated portion of any fully earned but unused vacation leave which he has accrued under Section 2 of this Article. In case of death of an employee, the unused vacation leave shall be paid to his estate or in accordance with Revised Code 2113.04.

Section 4. An employee's paid vacation leave shall be adjusted (or pro-rated) to reflect time spent on unpaid leave(s) of absence totaling thirty (30) days or more (i.e., for each thirty (30) days spent on unpaid leave of absence an employee shall lose one-twelfth (1/12) of his regular paid vacation leave). This pro-rating of vacation leave shall in no way affect an employee's seniority date. With submission of appropriate evidence, an employee who experiences illness, injury or death in the family while on vacation leave shall be granted sick leave instead, upon request.

Section 5. If a recognized holiday falls within an employee's vacation leave, the employee shall receive an additional paid vacation day in lieu of the holiday.

Section 6. Employees may take their vacations during the calendar year. During the first quarter of each calendar year employees will be given an opportunity to indicate, on a standardized BOCC Request for Leave Form, their vacation leave preference. By May first (1st) of each year, a written vacation schedule (by department) will be prepared by the DHS and posted (and individual written confirmation given to each employee) with priority given to employees according to their DHS seniority. Once the vacation schedule is determined it shall not be changed without the consent of the involved employee. Any employee who fails to make his vacation application during the appropriate period will be given his vacation leave without regard to seniority based upon when the application was made except when two (2) employees request vacation on the same day for the same future time period, seniority will govern. The Employee will receive a response to the unscheduled vacation request no later than three (3) work days of receipt of the request by their respective team leader or immediate supervisor. Unscheduled vacation shall be posted once it has been approved. The duration of an employee's vacation shall be limited only by operational needs and the employee's time accrued.

ARTICLE 27: SICK LEAVE

Section 1. An employee shall earn and accumulate paid sick leave as follows:

- A. Paid sick leave will be earned and accumulated at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid holidays, vacations, overtime and sick leave.
- B. If and when accumulated sick leave is used, then the employee will accumulate sick leave at the rate previously specified.
- C. Pay for sick leave shall be at the employee's regular straight time hourly rate (or portion thereof if absent for less than a full day).

Section 2. An employee who is rehired by the DHS shall be credited with the amount of accumulated paid sick leave he had accrued on the date of his termination. The employee's unused sick leave accumulated while they were employed by any governmental sub-division of the State of Ohio other than the DHS shall be transferred to the DHS.

Section 3. The DHS will furnish each employee with a written statement showing the amount of his accumulated paid sick leave each pay period.

Section 4. An employee shall be granted sick leave with pay for illness or injury of the employee or a member of his immediate family, for medical, dental, or optical examination, or treatment of an employee or a member of his immediate family; or when through exposure to a contagious disease, as verified by a doctor's statement which shall be submitted upon the employee's return to work, the presence of the employee at his job would jeopardize the health of others. A female employee shall also be granted sick leave for pregnancy provided the employee has accumulated earned paid sick leave. For purposes of this paragraph, an employee's immediate family, is defined as his spouse, mother, father, child(ren), mother-in-law, father-in-law, brother or sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, a legal guardian or other person who stands in place of a parent (loco parentis), or any other relative residing with the employee.

ARTICLE 28: SICK LEAVE WITH PAY

Section 1. To be eligible for sick leave with pay, an employee must report the reason for his absence to his supervisor or, if unavailable, a designated Chief or Coordinator, within one-half (1/2) hour after his scheduled starting time except for unusual circumstances beyond his control. However, an employee working in a seven (7) day operation on a seven (7) day basis must report the reason for his absence one-half (1/2) hour prior to his scheduled starting time except for unusual circumstances beyond his control. The telephone numbers for the employee's supervisor, and the designated Chief or Coordinator will be made available to each employee by the DHS.

Section 2. An employee who is absent on paid sick leave shall sign a statement on a form provided by the DHS to justify the use of sick leave. If medical attention is required, a certificate from the employee's licensed physician as to his fitness to perform his required duties shall be a prerequisite to his return to work. Also, this certificate shall indicate that the employee was under a physician's care and was advised by the physician to remain home from work.

Section 3. Any employee who has been on sick leave with pay for five (5) or more consecutive workdays may be required, at the discretion of the DHS, to provide a physician's statement before being permitted to return to work. In the case of an employee's injury or illness, the certificate shall indicate that the employee was under a physician's care, was advised by the physician to remain home from work, and that the employee is fit to return and to perform his duties. In the case of injury or illness of an immediate family member, the certificate shall indicate that the family member was under a physician's care and that the employee's presence was reasonably necessary for the health and welfare of the family member. An employee may also be required to provide such a physician's statement if DHS determines that the employee has engaged in a pattern of abuse of sick leave and notifies the employee of an obligation to provide a physician's statement for any future sick leave absences. Such obligation shall continue for six (6) months or until DHS determines that the employee is no longer engaging in a pattern of abuse, whichever is longer.

Section 4. An employee who is hurt on the job shall have the option of using his sick leave, workers' compensation benefits, or his vacation, whichever he prefers.

ARTICLE 29: SICK LEAVE WITHOUT PAY

An employee shall be granted a medical leave of absence without pay for a period not to exceed six (6) months because of personal illness or injury (including medical conditions related to pregnancy or childbirth) or an illness in an employee's immediate family (as defined in Article 27) supported by medical evidence satisfactory to the Employer if the employee has reported such illness or injury to the Office of Human Resources by not later than the second day of absence or as such circumstances would allow. If the illness, disability, or family illness continues beyond six (6) months, the employee shall be placed on a disability termination, he would continue to accumulate seniority for up to six (6) months. Any employee who has been on sick leave without pay for five (5) or more consecutive work days may be required at the discretion of the Employer to submit to and satisfactorily pass a physical examination before being permitted to return to work. In the event of a difference of opinion as to the employee's physical status between the employee's physician and the Employer's physician the employee shall be referred to a mutually agreed upon physician whose opinion shall be binding on the parties. Said physician shall be paid for equally by the Employer and the Union.

ARTICLE 30: FUNERAL LEAVE

Section 1. An employee shall be granted five (5) days leave of absence with pay to be charged against his accumulated paid sick leave or vacation in the event of the death of a member of his immediate family. If additional time is needed, the Director may grant additional time off without pay.

Section 2. For the purposes of funeral leave, an employee's immediate family shall include his spouse, mother, father, children, brother, sister, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, a legal guardian or other person who stands in place of a parent (loco parentis), or any other relative residing with the employee.

Section 3. In the event of the death of a relative other than a member of his immediate family, an employee shall be granted a leave of absence for one (1) day to attend this funeral if within the State of Ohio or two (2) days when the funeral is outside the State of Ohio. The employee shall have the option of using vacation or taking the leave as an authorized unpaid leave of absence.

ARTICLE 31: JURY AND WITNESS DUTY

An employee called for jury duty or subpoenaed as a witness shall be granted a leave of absence for the period of jury service or witness service, and will be compensated for the difference between his regular pay and jury duty pay or witness pay for work absences necessarily caused by the jury duty or witness duty. To be eligible for jury duty pay or witness pay, an employee shall turn in to the DHS a jury pay voucher or a witness pay voucher showing the period of jury service and the amount of jury pay or witness pay received.

ARTICLE 32: MILITARY LEAVE

Section 1. All employees shall be granted a leave of absence for military duty in accordance with Federal and State law.

Section 2. An employee of the DHS who is a member of the Ohio National Guard, Ohio Defense Corps, Naval Militia, or member of other reserve components of the Armed Forces of the United States, shall be entitled to a leave of absence from his respective duties without loss of pay for such time as he is in military service and field training or active duty for periods not to exceed thirty-one (31) days in any calendar year.

ARTICLE 33: PARENTAL LEAVE

Section 1. The DHS may grant parental leave as well as leave for adoptive parents not to exceed a total of three (3) months in a twelve (12) month period of paid and unpaid leave combined. The three (3) months may be a combination of paid or unpaid leave consisting of sick leave and/or vacation and/or unpaid leave.

Section 2. An employee whose wife or domestic partner gives birth shall be granted a five (5) day leave of absence to be charged against the employee's accumulated paid sick leave or vacation leave or as an unpaid leave, at the employee's option. The DHS may require verification of said birth. For the purpose of this Section, Domestic Partner is defined as two (2) non-related adults who have chosen to reside in the same household.

ARTICLE 34: UNION LEAVE

Upon the written request of the Union President, a leave of absence without pay not to exceed thirty (30) days may be granted to no more than fifteen (15) employees agency wide to perform any function on behalf of the Union provided that seventy-two (72) hours advance notice is received.

ARTICLE 35: EDUCATIONAL LEAVE

An employee may be granted a leave of absence without pay for educational purposes relating to the operations of DHS.

ARTICLE 36: COURT LEAVE

An employee who is a party to a law suit shall be granted time off without pay to attend the Court proceedings. The employee will furnish proof by showing the department head or designee the Court notification of the scheduled hearing.

ARTICLE 37: PERSONAL LEAVE

For those employees who have completed their probationary period, personal leaves of absence may be granted without pay for cause shown for a period not to exceed six (6) months. Such leaves of absence may be extended by the DHS but in no case will any employee be permitted to exceed six (6) months continuous leave under this paragraph in any one (1) calendar year except in serious or unusual circumstances.

ARTICLE 38: APPLICATION FOR LEAVE OF ABSENCE

All leaves of absence without pay, under Articles 35 and 37 herein, and any extension thereof may be applied for in writing to the Office of Human Resources, on forms supplied by the DHS, at least fifteen (15) working days prior to the proposed commencement of the leave except in serious and unusual circumstances. Notification of the approval or denial of their requested leave shall be given to the employee in writing within ten (10) working days after the submission of the request. Any denial of a requested leave of absence will include the reason for the denial.

ARTICLE 39: OTHER PROVISIONS REGARDING LEAVE OF ABSENCE

Section 1. An employee may, upon request, return to work prior to the expiration of any leave of absence if such early return is agreed to by DHS.

Section 2. An employee who is on an approved leave of absence as provided herein shall accumulate seniority during the entire period and upon returning to work shall be assigned to his same or similar position within his classification.

Section 3. If it is found that a leave of absence is not actually being used for the purpose for which it was granted, the DHS may cancel the leave and direct the employee to return to work.

Section 4. An employee who fails to return to work at the expiration or cancellation of a leave of absence or who fails to secure an extension thereof within five (5) days, except in serious or unusual circumstances, shall be deemed to be absent without leave.

ARTICLE 40: LATERAL TRANSFERS - PERMANENT

Section 1. An employee who has served in a specific position for eighteen (18) months, inclusive of any probationary period, may exercise his seniority for the purpose of transferring within his classification on the following basis:

- A. Within a department from one (1) coordinative/chief's unit to another coordinative/chief's unit, provided the employee has the ability to perform the work in question.
- B. From one (1) department to another department within the same location, provided the employee has the ability to perform the work in question.
- C. From one (1) location to another location (different address) in the same or different department providing the employee has the ability to perform the work in question.

- D. At the Children's Center an employee may transfer to another job assignment within his classification, providing the employee has the ability to perform the work in question.

For the purpose of this Article, departments shall be defined as Employment and Family Services, Senior and Adult Services, and Children and Family Services.

Section 2. For the purpose of this Article only, the time served shall be time spent in active pay status.

Section 3. An employee who desires such a transfer must make application in writing to the Office of Human Resources (on forms supplied by the County) at least sixty (60) calendar days prior to the vacancy occurring (except for newly created positions). This application must list the specific classification, and location sought and may indicate a specific supervisor. The application will be kept on file in the Office of Human Resources for a maximum of six (6) months. The employee, if he so desires, can renew his application every six (6) months or it can be withdrawn and resubmitted at any time. An employee may have only one (1) application on file at any given time. All newly created positions shall be posted for a period of seven (7) calendar days at all agency locations. When filling a newly created position for which there are lateral transfer requests, the DHS will select the most senior qualified applicant. For purposes of this Article, bargaining unit employees employed in the Self-Sufficiency Coach or Health & Nutrition Specialist classification as of October 7, 1998 shall be permitted to laterally transfer between these classifications in accordance with the terms of this Article for the duration of this Agreement.

Section 4. When filling a position by the lateral transfer procedure defined in Section 3 above, the DHS shall select the most senior qualified applicant. If within forty-five (45) days of the actual date of transfer, the employee has not demonstrated his ability to perform the work in question, he will be returned to his previous position. This action shall not be subject to the Grievance Procedure unless Union discrimination or personal prejudice are alleged. In the event an employee is returned under the above provisions, he may resubmit an application, provided it is not for the same position.

Section 5. When selecting applicants to fill vacancies, through lateral transfers, the candidate must meet the following two criteria:

- 1) No disciplinary action (suspension or above) for the period up to one year prior to the date the vacancy is announced.
- 2) Must have more than forty (40) hours of accumulated sick leave on the date the vacancy is announced. Mitigating circumstances for sick leave balances less than forty (40) hours will be considered by the DHS.

Section 6. The selected applicant shall be notified in writing by the DHS of the effective date of the transfer as well as the location of the new assignment. If the employee's workload is not current as determined by the DHS, the transfer will be deferred a maximum of twenty (20) work days to allow the employee to become current. No new assignments will be given to the employee during the twenty (20) day period. An employee's failure to make the workload current at the end of the twenty (20) days will result in cancellation of the lateral transfer. A current workload is defined as that which is consistent with other members of the supervisory unit. Mitigating circumstances will be considered by the DHS.

ARTICLE 41: TEMPORARY TRANSFERS

Section 1. The DHS may temporarily transfer employees from one job classification to another job classification or to another job assignment within his classification. A temporary transfer shall not exceed ninety (90) calendar days except:

- A. To fill a vacancy caused by an employee being on sick or other approved leave of absence, or;
- B. To provide vacation relief scheduling, or;
- C. To fill an opening temporarily, pending filling of such opening.

Section 2. If the DHS temporarily transfers an employee to a higher rated job classification in the bargaining unit, he shall be placed at the lowest step in the pay range for the classification which provides a minimum of a five percent (5%) increase. If the rate of pay for the other job classification is lower, the employee shall retain his regular rate of pay.

Section 3. In the event it becomes necessary to extend the ninety (90) day limitation on transfers, the DHS and the Union shall meet to discuss the matter.

Section 4. The DHS shall give the affected employee forty-eight (48) hours prior notice, if possible before initiating any temporary transfer.

ARTICLE 42: TEMPORARY ASSIGNMENTS

Section 1. The DHS may temporarily assign employees within their classification within the same department or to another department so long as such assignment is not discriminatory. A temporary assignment shall not exceed sixty (60) calendar days. Written notice of any temporary assignment and the reasons therefore and the duration thereof will be provided to the affected employee at least five (5) working days prior to the assignment, if possible.

Section 2. For the purpose of staffing "Special Projects" as identified and approved by the Director (e.g. "G.R. Project", "Food Stamp Project", etc.) the following provisions apply:

- A. Prior to temporarily assigning employee(s) to a special project the Union shall be provided with a copy of the document sent to the State. Further, the DHS shall meet and discuss the details of the project with the Union no later than two (2) weeks prior to its implementation if possible but in any event prior to its implementation.
- B. The DHS may temporarily assign employees within the same department or to another department so long as such assignment is not discriminatory and so long as the employee has the ability to perform the work in question. If an employee is assigned to a lower classified position under this paragraph he will receive the current rate of pay and retain this current classification and position control number.
- C. A temporary assignment shall not exceed twelve (12) months. Once an employee has completed a temporary assignment, he shall not again be temporarily assigned for a period of time commensurate with the time spent on this temporary assignment unless the employee otherwise agrees.
- D. Written notice of any temporary assignment shall be provided to the affected employee(s) at least five (5) days prior to the assignment.

ARTICLE 43: SHIFT PREFERENCE AND WORK WEEK

All employees shall remain on their present shift and work week. An employee may exercise his seniority for the purpose of changing shifts or work week when an opening occurs within his classification on another shift or work week. An employee who desires a change of shift or work week may make application in writing to his supervisor, on forms provided by the DHS, prior to the opening occurring, requesting a transfer to the shift or work week he prefers. A copy of the application form shall be retained by the employee. The exercise of this right shall be limited to one (1) time in a six (6) month period.

ARTICLE 44: PROMOTIONAL PROCEDURE

Section 1. No employee shall be eligible for promotion under these provisions who has not satisfactorily completed the required probationary period. The employee must be qualified according to existing State and/or DHS standards, must have occupied his current classification for a minimum of ten (10) months, must have not requested a voluntary demotion within the six (6) months immediately preceding the date of the posting, and must not have experienced a probationary failure or have been suspended for reason of inefficiency, incompetence, or absenteeism within the twelve (12) months immediately preceding the date of posting. However, an employee who has been suspended for these reasons may apply, and the DHS may promote the employee.

Section 2. For the purpose of these provisions, a "vacancy" is defined as a job opening created by an increase in the number of regular jobs available in a particular job classification, or as an opening occurring in an existing job as a result of promotion, transfer, resignation, discharge or other termination of employment. The DHS shall determine where there is a need to fill such a vacancy.

Section 3. All non-entry level bargaining unit positions shall be posted. Entry level bargaining unit positions as listed in Appendix C shall not be subject to the posting procedure as contained in this Article except the entry level bargaining unit positions of Self-Sufficiency Coach, Health and Nutrition Specialist and Social Service Worker 3. These three (3) positions shall be posted county-wide and equal consideration will be given to bargaining unit applicants and external applicants. The selection shall be made solely by DHS and shall not be subject to the Grievance Procedure.

Section 4. Whenever the DHS determines to fill a permanent vacancy within the bargaining unit and such a position is not filled through recall from a layoff list, a notice of such vacancy shall be posted on the DHS's bulletin boards for a period of seven (7) calendar days, not including the date of posting. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application, on forms supplied by the DHS. The DHS shall not be obliged to consider applications submitted after the seven (7) calendar day period for posting has expired or to consider applicants who do not meet the minimum job related qualifications for the job. Postings shall contain the classification title, minimum rate of pay, education, and experience qualifications required for the vacant position, department, area of vacancy, shift, and a brief summary of the job duties. A copy of the application form shall be retained by the employee.

Section 5. The DHS shall have the right to hire any qualified external applicant for entry-level positions.

Section 6. Selection will be made on the basis of skill, ability, and experience as determined by the DHS. If applicants are substantially equal, seniority will govern.

Section 7. A notice shall be posted showing the name of the applicant selected or indicating that no one was selected. Notice shall be posted at all locations. If no application is received, or if none of the applicants are qualified for the job, the DHS may fill the job hiring a qualified new employee.

Section 8. The selected applicant shall be notified in writing by the DHS of the effective date of the promotion as well as the location of the new assignment. If the employee's workload is not current as determined by the DHS, the promotion will be deferred a maximum of thirty (30) days to provide an orderly transition. No new assignments will be given to the employee during this period. The employee's failure to make the workload current will result in cancellation of appointment. A current workload is defined as that which is consistent with other members of the supervisory unit. Mitigating circumstances will be considered by DHS.

Section 9. An employee's decision to formally accept a promotion to a posted position shall be binding.

Section 10. Employees who are promoted to a higher position within the bargaining unit shall be placed at that the lowest step in the appropriate pay range which provides a minimum of a five percent (5%) increase. Employees who are voluntarily or involuntarily demoted shall be placed at that step in the appropriate pay range which constitutes not less than a five percent (5%) decrease.

Section 11. An employee's request for a transfer under Article 40 or for a change of shift work week under Article 14, Section 8 shall supersede the job posting and promotional procedure.

Section 12. In the event the DHS is unable to hire a qualified new employee within one hundred twenty (120) days, the DHS will repost the vacancy providing the DHS still desires to fill the vacancy.

Section 13. An employee selected shall be considered to have qualified for the position when he satisfactorily performs the required duties with no more supervision than is required by other qualified employees in the same or similar positions and standards established by the DHS, and when he has completed the one hundred eighty (180) or two hundred forty (240) day probationary period. The first evaluation will occur during the period between the 60th and 90th days or the 90th and 120th days of the probationary period (whichever is applicable). The second evaluation will occur between 160 and 180 days or the 220th and 240th days (whichever is applicable) into the probationary period. The probationary period shall start on the first day the employee permanently is assigned the duties of the new position.

Section 14. The DHS will make every effort to provide an appropriate orientation course for an employee awarded a job under these provisions prior to work assignments. The probationary period shall be extended for a period equal to the amount of any leave of absence of five (5) or more consecutive work days which occurs during the probationary period. Further, the employee shall be given reasonable help and supervision during the time provided in Section 13. If, before the expiration of the probationary period the employee, in the opinion of the DHS, cannot qualify, the matter shall be discussed with the employee and his Steward. The employee may contact his Steward. Said discussion shall take place as soon as the DHS is of the opinion that a probationary failure may be considered. Following this discussion, the employee shall be given a reasonable period of time, not to exceed the term of the probationary period, to qualify.

Section 15. Should an employee fail to qualify during his probationary period for a position acquired through job posting, or voluntarily requests, he shall be returned to his former classification and to his former position, if such position is vacant, or a similar position within the same classification.

Section 16. The DHS shall consider the day to day job duties performed by Clerk IIs equivalent to the work related experience requirement for Eligibility Specialists positions. The DHS shall consider the day to day duties performed by Customer Service Aides equivalent to the work related experience requirement for Self-Sufficiency Coach/Health and Nutrition Specialist positions.

Section 17. All applicants for promotional vacancies shall be notified in writing of the outcome of their applications.

ARTICLE 45: CIVIL SERVICE LAWS

No section of the Civil Service Laws contained in Ohio Revised Code Chapter 124 shall apply to employees in the bargaining unit and it is expressly understood that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

ARTICLE 46: LAYOFFS

Section 1. Whenever it is necessary because of lack of work or funds or whenever it is advisable in the interest of economy or efficiency to reduce the working force of the DHS, there shall not be a reduction of the normal workweek as provided in Article 14. The DHS shall lay off employees in inverse order of seniority.

Section 2. Employees shall be laid off on the basis of inverse order of bargaining unit seniority within their classification within the same department. For the purposes of this Article, a department is defined as Employment and Family Services, Senior and Adult Services, Central Services and Children and Family Services. For the purpose of this Article and for the duration of this Agreement only, employees in the classifications of Self-Sufficiency Coach or Health and Nutrition Specialist as of October 7, 1998 shall be considered as if in a single classification and department. When the seniority of two (2) or more employees is equal, the employees shall be laid off alphabetically, "A" to "Z". An employee shall have the right, on the basis of DHS seniority, to bump other employees in a lower rated classification providing they qualify and can perform the work in question.

Section 3. Before any bargaining unit employee is notified of his layoff under the above provisions, the County and the Union shall meet immediately for the purpose of attempting to find an available job within the bargaining unit. A displaced employee must accept any vacancy in an equal rated bargaining unit classification within the employee's current department for which the employee is qualified. A displaced employee may accept any vacancy in a lower rated bargaining unit classification for which the employee is qualified (regardless of department). Employees accepting a vacancy or bumping into a classification that they have never held within the same department or into any classification in another department shall serve a ninety (90) calendar day probationary period. An employee who fails such probationary period may

exercise bumping rights in accordance with Section 2 or be laid off and be placed on a recall list.

Section 4. It shall be at the option of the employee as to whether he shall exercise his seniority rights to “bump” into a lower rated classification or to take a direct lay off from DHS

Section 5. Regular full-time employees shall be given a minimum of two (2) weeks advanced written notice of layoff indicating the circumstances, which make the layoff necessary.

Section 6. In the event an employee is laid off, he shall receive payment for earned but unused vacation and for any unpaid overtime as quickly as possible but no later than fourteen (14) calendar days after the layoff.

ARTICLE 47: RECALL FROM LAYOFF

Employees shall be recalled in the inverse order of layoff from their classification. An employee on layoff will be given fourteen (14) calendar days notice of recall from the date on which the County sends the recall notice to the employee by registered mail to his last known address as shown on the County’s official personnel records. It is the obligation of the employee to keep the County advised in writing of his current address. In the event a job opening occurs in a lower rated bargaining unit classification, the most senior employee on layoff will be recalled and given the option of accepting the job or not. If the employee accepts the job opening he will have the right to claim his original classification in the event it becomes available within two (2) years.

ARTICLE 48: STRUCTURE CHARTS

The DHS agrees to make available to the Union two (2) copies of the structure charts within thirty (30) days after the signing of this Contract. The structure charts shall, for each department, show each bargaining unit job position under an immediate supervisor and a department head, and the bargaining unit employee assigned to each bargaining unit position. These charts shall be updated every twelve (12) months. In the event it becomes necessary to change the structure chart of the functional process of any department with regard to bargaining unit positions the DHS agrees to meet with the union and discuss these changes prior to implementation. Nothing in this paragraph limits the rights of the DHS to amend, change, revise, or modify said structure except as expressly provided herein.

ARTICLE 49: JOB DESCRIPTIONS AND CLASSIFICATIONS

Section 1. Each job description lists the major or central duties of the particular job and shall include automatically all functionally related duties, whether listed or otherwise.

Section 2. The DHS agrees to provide a job description to every employee when hired, transferred, after an annual evaluation, promoted, or demoted into a classification.

Section 3. The DHS shall make available to the Union the current job description for all jobs in all job classifications in the bargaining unit. Whenever a change occurs in the description of any such job, the DHS agrees to provide the Union with a copy of the new job description before the job description is put into effect. The employee whose job description has been changed shall also be provided a copy of the new job description before it is put into effect. Within one hundred twenty (120) days following the signing of this Contract the DHS shall furnish to the Union one (1) model job description for each job assignment within a classification.

Section 4. If substantial changes in the method of operation, tools or equipment, or a job occurs, or if a new job is established which has not been previously classified, the DHS shall meet with the Union for the purpose of placing the job in an existing classification or establishing a new classification. In the event the DHS and the Union are unable to reach agreement on placing the job into an existing classification, the job description shall be submitted to Step 2 of the Grievance Procedure as provided in Article 11.

ARTICLE 50: JOB CLASSIFICATION SPECIFICATIONS

Section 1. The DHS agrees to continue to utilize the current job classification specifications in effect on the date of the signing of this Contract. The DHS reserves the right to make changes in job classification specifications, however, said changes shall not be made for arbitrary or capricious reasons.

Section 2. The DHS shall meet with the Union at least ten (10) working days prior to making changes in job classification specifications for the purpose of discussing such changes.

Section 3. If substantial changes in the method of operation of bargaining unit job occur, or if a new bargaining unit job is established which has not been previously classified, the DHS shall meet with the Union for the purpose of establishing a classification and rate of pay or placing the job in an existing classification. In the event the parties are not able to agree on the rate of pay for the new job, the Union shall have the right to submit the issue to arbitration as provided in Step 4 of the Grievance Procedure set forth herein.

ARTICLE 51: JOB AUDITS

Section 1. An employee may have his position audited for reclassification upon requests to the Office of Human Resources. The employee shall provide all necessary information to the Office of Human Resources regarding the job audit.

Section 2. Within thirty (30) working days of receipt of the information the Office of Human Resources shall determine if the employee should be reclassified. In the event of reassignment to a classification in a higher pay range, the employee shall be reassigned to the lowest step of the new pay range which provides at least a five percent (5%) increase. In the event of reassignment to a classification having the same pay range as the employee's current classification, no increase will be received.

Section 3. If it is determined that an employee should be reclassified to a lower rated classification, the employee shall be placed in that rate in the applicable pay range which is closest to but less than their current rate. The position shall be reclassified to the lower rated classification.

Section 4. Audit determinations shall be based upon the DHS job classification specifications. The Union shall be informed of the determination of all job audits at the time such determination is made. Grievances arising out of the determination of any job audit shall be initially submitted to Step 2 of the Grievance Procedure.

ARTICLE 52: ORIENTATION AND IN-SERVICE TRAINING

Section 1. The DHS will establish and maintain an orientation program for all new employees at each department. The program will address itself to the various functions of the various departments, divisions, locations and/or units of the DHS and give instructions in the detailed functions of the particular departments, divisions, locations and/or units in which the new employee is to work. The DHS will establish a similar program to orient newly transferred and/or promoted employees.

Section 2. Further, the DHS will expand its present in-service training program to meet County, State, and Federal requirements. The DHS will continue to provide in-service training. The DHS agrees to include input from line staff employees for these programs. The DHS shall provide the Union with written notification of scheduled orientations at least ten (10) working days prior to the start of such orientation. The DHS will provide the Union with an opportunity to speak to all new bargaining employees during the orientation process.

Section 3. The Employer will endeavor to provide continuing education opportunities to bargaining unit employees when funding is available. It will be provided in a fair and equitable manner.

ARTICLE 53: EMPLOYEE EVALUATION

Section 1. Each employee shall be evaluated by his immediate supervisor each year within thirty (30) calendar days after his anniversary date, and additionally as provided herein.

Section 2. When an employee leaves a supervisor for any reason the supervisor will provide the employee with a written evaluation upon the employee's request.

Section 3. Both the employee and the supervisor shall participate in all evaluations. The employee shall be given an opportunity to examine all evaluations and discuss the findings with his supervisor and to sign the evaluation form to indicate that he has done so. The employee's signature shall be viewed as a representation that the employee reviewed the evaluation. The signature shall not be viewed as a representation of concurrence with any of the information contained therein. In the event an employee refuses to sign an evaluation form it shall be so noted on the form by the supervisor. Any additional comments, statements or objections by the employee may be submitted on an attached memorandum, and the presence of such attachment may be noted on the evaluation form itself by the employee. Employees will receive a copy of all evaluations.

Section 4. An employee may request a review of their evaluation within thirty (30) days from the date he signed the evaluation. The department head will conduct the review in the presence of the employee. It may result in a higher score, a lower score, or the same score.

Section 5. When the County receives oral or written information concerning an employee that is negative, the County will determine as soon as practical, if the information will be used in connection with the employee's evaluation and, if so, will share the content of that communication with the employee at that time.

ARTICLE 54: ADDRESS NOTIFICATION

It is the obligation of each employee to keep the DHS advised of his current street/home address and telephone number for the purposes of this Contract, and the DHS shall rely on the last address supplied by an employee. An employee may also provide the DHS with a mailing address in addition to his home/street address. Within thirty (30) days after signing of this Contract, the DHS shall give to the Union the names of all employees who are members of the Union and covered by this Contract, together with their addresses as they appear on the records of the DHS.

ARTICLE 55: EMERGENCY EVACUATION PROCEDURE

The DHS shall, in consultation with the appropriate safety authorities, establish properly planned emergency evacuation routes and procedures at all of its locations. Once established, notice of said routes and procedures shall be permanently and conspicuously posted at each location, and appropriate emergency exit signs and arrows shall be erected.

ARTICLE 56: SECURITY

The DHS shall provide adequate security at each of its locations.

ARTICLE 57: LOCKERS

The DHS shall provide lockers for employees at the Children's Center. In other areas of the DHS, as space becomes available, the DHS agrees to consider a method of providing security for wearing apparel. Further, the DHS agrees to provide keys to all desks which are lockable. Upon termination of employment or exchanging one (1) desk for another, it is the obligation of the employee to return the key to his supervisor.

ARTICLE 58: AIR CONDITIONING

The DHS shall attempt to provide air conditioning at all of its locations as soon as current leases allow or at the time new leases are negotiated, whichever is sooner. At those locations which are presently air conditioned, the equipment shall be adequately maintained so as to be operable at all times.

ARTICLE 59: PAY CHECKS

Arrangements shall be made for employees in each institution to pick up their pay checks during their regularly scheduled shifts in so far as the DHS has the authority to do so.

ARTICLE 60: CLIENT LUNCH EXPENSE

The DHS agrees to reimburse Children and Family Service employees for actual costs not to exceed five dollars (\$5.00) for taking a child client to lunch when such expenses were in the discharge of the employee's duties.

ARTICLE 61: LOUNGES/LUNCH ROOM

The DHS agrees to provide an area at each location, which is usable as a lounge for employees only, and to provide a lunchroom for the employees. Each lounge area will be equipped and furnished. DHS shall provide employees with one (1) refrigerator in each lunchroom for their use. The number of lounges and lunchrooms at each existing DHS location will be maintained unless and until changes in staffing levels at such a location justify a change, at which time DHS will meet and confer with the Union prior to changing the number of lounges or lunchrooms.

ARTICLE 62 : ON-CALL STATUS

Section 1. The DHS shall have the right to establish on-call procedures when it determines that having employees on-call will facilitate service. When The DHS determines to establish on-call status within a classification within a department or operating unit thereof, the DHS will establish a volunteer list and assign on-call status to employees on that list on a rotating basis. If a sufficient number of employees in the classification in the department or operating unit affected do not volunteer, the DHS shall have the right to assign on-call status on a rotating basis in inverse order of seniority within the classification within the department or operating unit and the employee must accept the on-call status.

Section 2. An employee in on-call status shall be required to carry a DHS-supplied pager during all on-call hours. The employee may not travel outside the range of the pager and must respond to a page by calling back within fifteen (15) minutes. After responding to a page, the employee must report to work within sixty (60) minutes.

Section 3. While assigned to on-call status, an employee will receive a pay supplement of thirty dollars (\$30.00) for each day in on-call status. An employee will not receive the pay supplement if the employee fails to respond to a page and report to work in accordance with Section 2 hereof. Overtime pay will be provided in accordance with Articles 19 and 23 from the time the employee reports to work following a page.

ARTICLE 63: STREET GUIDES

On or before July 1, 2000, employees required to do field work will be supplied with a current street guide/map. For those traveling out-of-county, maps will be furnished as needed.

ARTICLE 64: FIRST AID

At each DHS location, a Red Cross type first aid kit will be maintained and made available by security personnel or, where there is no on-site security, by a designated supervisor.

ARTICLE 65: OFFICE SUPPLIES AND EQUIPMENT

The DHS will provide employees with all the supplies and equipment necessary for the adequate performance of their job duties.

ARTICLE 66: UNIFORMS

Section 1. The DHS will provide, at no cost to the employee, uniforms when they are a necessary requirement of the job. At the Children's Center, the DHS agrees to provide three (3) sets of laundered uniforms each week to the staff. In Home Care Skilled Services/Passport at the Senior and Adult Services Department, the DHS agrees to provide five (5) sets of uniforms to all employees after the successful completion of the initial probationary period, and four (4) one (1) uniform units (i.e., a unit is a shirt or a pair of pants) replacement set each year thereafter as replacements, if requested. The employee will have the option of selecting a summer or a winter weight replacement set. The Union and the County shall mutually agree upon the type and quality of the uniforms. The type and quality of the uniforms shall be mutually agreed upon by the Union and the DHS.

Section 2. At the Department of Central Services, the County shall provide, at no cost to the employee, five (5) initial uniforms, which shall be worn during work hours. The uniforms shall consist of five (5) pairs of pants and five (5) shirts. In addition, the County shall provide four (4) uniforms units (i.e., a unit is a shirt or a pair of pants) per year as replacements, if requested. By the end of the first quarter of every other year, the County shall provide safety shoes to those employees that the county requires to wear them.

ARTICLE 67: MILEAGE AND LIABILITY INSURANCE

Section 1. All employees required to use their automobile in the performance of their duties shall be reimbursed such actual mileage at the rate of forty and one-half cents (\$.405) beginning on the contract ratification date and continuing through the June 30, 2007. The mileage reimbursement rate for the third year of the contract shall be determined through contract re-opener negotiations. Should the DHS receive a net increase in mileage reimbursement from the State, a like increase shall be applied to mileage compensation paid to employees.

Section 2. Employees appointed to the positions of Social Services Worker 3, Social Services Aide 1 and Social Services Aide 2, who transport children or other clients in their own vehicle as part of their regular job duties, will be reimbursed for up to one hundred dollars (\$100.00) annually to contribute toward the cost of purchasing an appropriate automobile liability policy/rider. A receipt and copy of the policy/rider must be attached to the expense report which claims the reimbursement.

ARTICLE 68: PARKING

The DHS will reimburse all employees required to use their automobile in the performance of their duties up to five dollars (\$5.00) each day for parking. The reimbursement for parking expenses shall remain in effect until the DHS provides a parking lot to accommodate all eligible employees.

If any employee must pay for parking while away from his office on official agency business, he will be reimbursed the actual amount that was paid for parking. Receipts for this expenditure must be presented.

ARTICLE 69: LONG DISTANCE TRAVEL EXPENSE

Section 1. Employees whose work requires them to travel out of Cuyahoga County shall be reimbursed for overnight lodging for actual expense not to exceed the lowest available single room rate. Employees must request a government rate, if available, when reservations are made. Receipts from lodging must be furnished to the employer.

Section 2. Employees whose work requires them to travel out of Cuyahoga County shall be reimbursed up to a maximum of twenty-five dollars (\$25.00) for meals for each full day of travel. Employees will be reimbursed for the cost of a luncheon meal provided it is not within Cuyahoga County or within thirty (30) miles of the traveler's residence.

ARTICLE 70: IDENTIFICATION CARD

All employees of the DHS, upon the date of hire, shall be provided with a clip-on card, identifying him as an employee of the DHS and bearing a color photograph of the employee and his signature. The DHS shall bear the cost of one (1) identification card only. This identification card shall be made available for inspection by the employee whenever asked for by administration of DHS.

It shall be mandatory that each employee display his ID card during the course of his hours of work for security purposes. The ID card is not required to be worn in transit from the agency or while in the district, and shall be presented upon arrival at any destination.

ARTICLE 71: TRAVEL TIME

Employees in the Family Service Aide I and Family Service Aide II classification who are required to travel from one (1) location to another location within their daily work schedule shall receive reasonable travel time in addition to their breaks and regular lunch period.

ARTICLE 72: INSURANCE

Section 1. An eligible employee is defined as a full-time employee covered by this Agreement. The Flexcount Plan (the "Plan") is defined as the Section 125 or Cafeteria Plan which is provided by the Employer for health insurance benefits for County employees. The Employer shall be responsible for enrolling all eligible employees in the Plan once during each Plan year at its annual enrollment period. The Plan year commences on January 1 and ends on December 31 of the calendar year but is subject to change.

Section 2. Effective January 1, 2006, the Employer shall contribute ninety-five percent (95%) of the premium costs for each medical and prescription plan and employees shall contribute five percent (5%) of the premium costs for medical and prescription plan to be capped at biweekly contributions of ten dollars (\$10) for single coverage and twenty dollars (\$20) for family coverage. the Employer agrees to provide health care coverage to bargaining unit members by the providers listed below, and at the indicated rates, until the expiration of the current plan year. In successive plan years, the Employer may add to or delete plans/providers offered. Changes to the set of plans offered shall not result in a reduction of benefit levels. The Employer shall offer at least one single and one family plan free of cost to bargaining unit members for the duration of this Agreement. Selection of free plan(s) offered shall be at the discretion of the Employer and may be HMO or other plan types.

Employee contribution rates for the third year of the contract shall be determined through re-opener negotiations.

Section 3. For the duration of this Agreement, an employee not needing health coverage under the FlexCount Plan offered by the Employer may elect to drop health care coverage and receive in his gross pay an Opt-Out Payment of thirty-five dollars (\$35.00) bi-weekly.

Section 4. The Employer shall be entitled to increase the cost containment features of the FlexCount Plan provided cost containment shall not result in a reduction of benefit levels.

Section 5. The costs and provisions contained in this Article do not apply to Supplemental Benefits, i.e., dental, vision, hearing aid, and group life insurance. Supplemental benefits are provided solely through the AFSCME Care Plan in accordance with Article 73. The employee contributions specified in Sections 2 and 3 hereof are in lieu of employees separately paying for the portion of the medical insurance premiums attributable to the prescription drug benefit.

ARTICLE 73: AFSCME CARE PLAN

Effective the first of the month following ratification of this Agreement, the DHS shall contribute to the AFSCME Care Plan sixty-three dollars and seventy-five cents (\$63.75) per month for each employee in the bargaining unit.

ARTICLE 74: SICK LEAVE CONVERSION

An employee may elect, at the time of formal retirement from active service with the DHS and with ten (10) or more years of prior service with the State or any political subdivisions, to be paid in cash for twenty-five percent (25%) of his total unused accumulated paid sick leave. Such payment for sick leave on this basis shall be based on the employee's rate of pay at the time of retirement. Payment for sick leave on this basis shall be considered to eliminate all sick leave credit accrued by the employee at that time. Such payment shall be made only once to any employee. The maximum payment shall not exceed thirty (30) days.

ARTICLE 75: BI-LINGUAL PAY SUPPLEMENT

The DHS will pay the supplement of five percent (5%) of the employee's current base rate to bargaining unit employees who are designated to perform bi-lingual services in any job classification. The DHS shall establish the criteria for this payment including languages needed.

ARTICLE 76: SEX ABUSE UNIT: PAY SUPPLEMENT

All Social Service Workers who were assigned to the "Sex Abuse Unit" and receiving the three percent (3%) sex abuse supplement as of June 30, 1997 and who remain in the Sex Abuse Unit as of the date of ratification of the 1997 Re-Opener Agreement will continue to receive the sex abuse supplement for so long as they remain in the Sex Abuse Unit. The sex abuse supplement will be equal to three percent (3%) of the employee's current base rate.

ARTICLE 77: LONGEVITY PAY SUPPLEMENT

All employees currently entitled to receive the longevity pay supplement on the first day of the pay period during which this Contract is executed shall continue to be eligible for said supplement. The hourly rate of the longevity supplement eligible employees are receiving at that time shall remain unchanged. Employees not currently eligible on the first day of the pay period during which this contract is executed and employees hired thereafter shall not be entitled to any longevity supplement.

ARTICLE 78: WAGES

Section 1. All bargaining unit classifications shall be assigned to the pay ranges set forth in the wage and salary schedule contained in Appendix E and fully incorporated herein by reference. Effective July 1, 2005, the wage tables shall be increased by two percent (2%) over the existing rates. Effective July 1, 2006, the wage tables shall be increased by two percent (2%).

Wage rates for the last year of the Agreement shall be determined through wage re-opener negotiations to be initiated in May of 2007. These negotiations shall be governed by the same statutory negotiation and impasse resolution procedures as provided in O.R.C. Chapter 4117.

Section 2. New employees shall be employed at the starting rate of the pay range to which their new classification has been assigned. They shall advance to the twelve (12) month rate beginning on the first day of the pay period within which the employee completes twelve (12) months of service and so on at annual intervals until the maximum rate of their respective pay range is reached.

ARTICLE 79: SEXUAL HARASSMENT

Section 1. Sexual harassment shall be defined as: unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where either (a) submission to such conduct is made an explicit or implicit term or condition of an individual's employment; (b) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

(c) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Section 2. The employer recognizes that no employee shall knowingly be subjected to sexual harassment. In this spirit a statement of commitment to this principle will be included in the Personnel Practices Manual, or the employee handbook, and shall be made a rule of personal conduct.

Section 3. An employee who believes he or she is being sexually harassed (e.g. co-worker, supervisor, clients, public, or other County worker) shall report such inappropriate conduct to the Director or designee within a reasonable time after the events occur, unless the employee elects to file a complaint to the Office of Equal Opportunity in accordance with Section 5. The report shall be a written factual statement of the circumstances that led to the complaint.

Section 4. The Director shall investigate the complaint and issue a written response within thirty (30) days.

Section 5. An employee may, as an alternative to Section 3, make the written complaint to the Office of Labor Relations. The Office of Labor Relations will investigate the complaint and issue a written response within thirty (30) days. Additionally, an employee may opt to have a charge taken by someone of the same gender.

Section 6. An employee who engages in sexual harassment may be disciplined up to and including discharge.

ARTICLE 80: FITNESS FOR DUTY EXAMINATION

Section 1. The DHS and the Union agree that the DHS has a responsibility to provide its employees, its clients and the public with the safest possible work conditions. Therefore, where there is reasonable cause to believe that an individual employee is using, soliciting, or is under the influence of drugs or alcohol at work, such employee will be directed to report to a County designated physician or medical clinic for a fitness for duty examination.

Section 2. The exam will be performed on County time and at County expense and will involve appropriate testing, including possible urine or blood tests or breathalyzer exam as determined by the appropriate medical personnel.

Section 3. An employee may be referred for such fitness for duty screening if at least one (1) supervisor has a reasonable suspicion that the employee is then under the influence of alcohol or a controlled chemical substance and shall be made based only upon specific, objective facts and reasonable inferences drawn from those facts in the light of experience, that the employee is then under the influence of drugs or alcohol so as to endanger fellow employees, the public or otherwise adversely impact on the employee's ability to perform his or her job duties.

Section 4. When a supervisor determines that he has reasonable suspicion that an employee is impaired, the supervisor will complete a form which will be presented to the County Office of Labor Relations the same day. If the Office of Labor Relations, in consultation with the Director or his/her designee, determine that there is reasonable suspicion, the Office of Labor Relations shall arrange for a Fitness for Duty Exam and notify the Union prior to testing.

Section 5. An employee may also be referred for mandatory urine, blood or breathalyzer tests to determine substance abuse under the following circumstances:

- A. As part of a disciplinary probation for employees who have violated the County's drug and alcohol rules; or
- B. For employees returning from leaves of absence if they have given management a reason to suspect possible illegal drug and/or alcohol abuse. Possible reasons to suspect substance abuse include, but are not limited to, a history of excessive absenteeism not related to a specific illness, documented evidence of deteriorating job performance or documentation of aberrant behavior in instances where these reasons arose in the six (6) month period immediately preceding the leave of absence.
- C. An employee involved in any motor vehicle accident while operating a county vehicle shall immediately report the accident to his/her supervisor. Employees who are involved in a motor vehicle accident while driving their own vehicle in the course and scope of employment shall immediately report an accident that:
 - 1. occurs while transporting client(s); or
 - 2. results in personal injury to anyone; or
 - 3. results in property damage to a third party; or
 - 4. results in any vehicle being disabled.

The employee shall be subject to a test if the Employer has reason to suspect alcohol or illegal drug use or if an accident occurs involving a county vehicle or if the accident entails any of the issues listed in 1-4 above.

Section 6. An employee shall be entitled to the presence of a Union representative before testing is administered.

Section 7. As concerns urine samples for drug testing, subject employees will undergo an initial screen (EMIT) test. For any positive results, a confirmatory test employing the gas chromatography/mass spectrometry (GC/MS) test will be used. The County will ensure that there is a continuous chain of custody of any sample taken from an employee. Specimen collection will occur in a medical setting and every precaution shall be taken to insure that the procedures shall not demean, embarrass, or cause physical discomfort to the employee.

Section 8. The results of any drug and alcohol screening test will be kept strictly confidential. An employee who tests positive for drugs and/or alcohol will have the opportunity to review the test results and, if desired, a reasonable opportunity to rebut the results. Copies of any such evaluation shall be provided to the County and to the individual tested. Where urine or blood samples have been taken, the samples will be preserved for a reasonable period of time and such employee will have the opportunity to have these samples retested at a reputable laboratory of his or her choosing.

Section 9. Employees who may be drug or alcohol dependent are encouraged to voluntarily seek professional assistance through a reputable treatment program. The County's Employee Assistance Program can provide counseling and referral. All records of an employee seeking medical rehabilitation for drug or alcohol dependency, either through E.A.P. or otherwise, will be kept strictly confidential. Voluntary assistance should be sought before dependency affects job performance so as to endanger fellow employees, the public, or otherwise adversely impact the employee's ability to perform his or her job duties.

Section 10. The E.A.P. program does not supplant or alter the normal discipline and Grievance Procedure. An employee subjected to disciplinary charges which include substance abuse on the job will be given access to the drug or alcohol screening results, the ability to have privately tested the blood or urine sample at an independent laboratory, and the opportunity to rebut the allegation of substance abuse on the job. The documentation shall list the basis upon which it was determined that there was reasonable cause to believe that the employee was using drugs or was under the influence of drugs or alcohol at work.

Section 11. Any employee found to have positive screens for drugs and/or alcohol must be given medical clearance by a qualified physician acceptable to the County or be cleared by a substance abuse professional before returning to work.

Section 12. The County is not responsible for any legal obligations and costs for claims based on the Union's duty of fair representation; however, the Union shall be indemnified and held harmless by the County for any alleged violation of any employee's Constitutional, common law or statutory rights.

ARTICLE 81: SAFETY COMMITTEE

Section 1. A Safety Committee shall be established in each Department consisting of representatives of the Employer and four (4) members of the Union

Section 2. The Committees shall have as their purpose to identify safety and health issues which affect employees, in an effort to assist the employer to eliminate unsafe work conditions.

Section 3. The Committees shall meet once per calendar quarter. A copy of the quarterly meeting agenda shall be provided to the Director or his designee at least five (5) work days prior to the meetings. Either party may, with advance notice to the other, bring resource persons to a meeting to help address a specific agenda item. A copy of the quarterly meeting minutes shall be provided to the Director or his designee no later than five (5) work days from the date of the meetings.

Section 4. Safety Committee members shall receive the regular rate of pay while participating on the Committee provided their participation does not result in overtime costs to the employer.

ARTICLE 82: CERTIFICATION

Employees hired provisionally by the DHS shall be automatically certified in their classification effective the first pay period after the effective date of their provisional appointment. Once an employee is appointed provisionally, they are not at any time subject to any Civil Service list issued in their classification by the Department of Administrative Services.

ARTICLE 83: SUCCESSOR: COUNTY RELOCATION

The provisions of this Contract shall be binding upon the DHS and its successors, assigns, or future purchasers and all the terms and obligations herein contained shall not be affected or changed in any respect to the consolidation, merger, sale, transfer, or assignment of the DHS of any or all of its ownership, or management of the DHS. This Contract shall cover all future locations which the DHS may operate during the term of this agreement or any extension thereof, or any transfer of operations from the existing location, or any subcontract or work covered or performed by employees in the existing location.

ARTICLE 84: SAVINGS CLAUSE

It is the intent of the DHS and the Union that this Contract comply in every respect with the applicable legal statutes and administrative regulations adopted pursuant to these applicable legal statutes. If any paragraph or part thereof is declared invalid, or in conflict, the Union shall indemnify and save harmless the DHS. Further, the paragraph or part thereof shall be null and void, and shall not affect the validity of the remaining parts or paragraphs of this Contract. In the event any paragraph or part thereof is declared invalid or in conflict, the DHS and the Union shall meet within ten (10) calendar days for the purpose of negotiating a lawful alternate provision.

ARTICLE 85: MODIFICATION

Amendments and modifications of this Contract may be made by mutual written agreement of the parties of this Contract.

ARTICLE 86: PRINTING

The Union and the DHS will share equally in the expense for printing of the Contract.

ARTICLE 87: DURATION

This Labor Contract represents the complete understanding between the parties on all issues and shall become effective on the date of ratification by the Board of County Commissioners and remain in full force and effect until 11:59 p.m., June 30, 2008 and, thereafter, from year to year unless at least one hundred twenty (120) calendar days prior to said expiration, or anniversary thereof, either party gives timely notice to the other of an interest to terminate the Contract. Within ten (10) calendar days after receipt of said notice a conference will be arranged to negotiate any proposals.

ARTICLE 88: EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2005.

FOR THE UNION:

BOARD OF COUNTY
COMMISSIONERS:

Pamela Brown, President
Local 1746

Timothy F. Hagan, President
Board of Commissioners

Kimberly Hereford, Vice President
Local 1746

Jimmy Dimora, Commissioner

Michael Bauer, Regional Director
AFSCME, Ohio Council 8

Peter Lawson Jones, Commissioner

APPENDIX A
INCLUSIONS

It is understood and agreed that the following positions on the Cuyahoga County Department of Human Services organizational structure are included in the Bargaining Unit:

Accountant 1
Accountant 2
Account Clerk 1
Account Clerk 2
Account Clerk 3
Accounting Machine Operator 1
Accounting Machine Operator 2
Activities Aide

Baker 1
Baker 2

Cashier 1
Cashier 2
Clerk 1
Clerk 2
Clerical Specialist
Contract Evaluator/Negotiator
Cook 1
Cook 2
Custodial Worker
Customer Service Aide

Data Processor 1
Data Processor 2
Delivery Worker 1
Delivery Worker 2
Dietician 1
Dietician 2

Elevator Operator
Equipment Operator 1
Equipment Operator 2

Fabric Worker 1
Fabric Worker 2
Fabric Worker 3

Facilitators

128

APPENDIX A (continued)

Family Service Aide 1
Family Service Aide 2
Food Service Worker
Food Service Supervisor 1
Food Service Supervisor 2

General Activities Therapist 1

Health & Nutrition Specialist

Laundry Worker
Licensed Practical Nurse

Mail Clerk/Messenger
Maintenance Repair Worker 1
Maintenance Repair Worker 2
Master Social Worker
Mover 1
Mover 2

Nursing Associate

Office Machine Operator 1
Office Machine Operator 2

Parking Facility Attendant

Self-Sufficiency Coach
Social Service Aide 1
Social Service Aide 2
Social Service Worker 1
Social Service Worker 2
Social Service Worker 3
Social Service Worker 4 (except agreed upon exclusions)
Statistician 1
Statistician 2
Statistics Clerk
Stenographer 1 (except confidential secretaries)
Stenographer 2 (except confidential secretaries)
Storekeeper 1
Storekeeper 2
Stores Clerk

APPENDIX A (continued)

Technical Typist

Telephone Operator 1

Telephone Operator 2

Typist 1

Typist 2 (except confidential secretaries)

Vehicle Operator 1

Vehicle Operator 2

Vocational Rehabilitation Counselor 1

Vocational Rehabilitation Counselor 2

Vocational Instructor

Central Services Custodial Worker

Central Services Delivery Worker

Central Services Mail Clerk/Messenger

Central Mover

In addition, clerical staff other than confidential secretaries in the Associate Director's, Deputy Director's and Director's Offices.

If and when the DHS should reinstate or reactivate the classifications of IM Aide 1, IM Worker 1, IM Worker 2, IM Worker 3, Eligibility Specialist, Employment and Training Specialist, Income Maintenance Aide 2, Youth Leader 1 or Youth Leader 2 the Union shall be the sole and exclusive bargaining unit representative.

APPENDIX B
EXCLUSIONS

All positions in the following departments are excluded from the bargaining unit:

Investigation and Support

Human Resources

Payroll

Budget and Reporting

Employees Assigned to the employee caseload

Further, any existing classification not listed in Appendix A, INCLUSIONS, is excluded from the bargaining unit.

42

APPENDIX C
ENTRY LEVEL POSITIONS

Accountant 1
Account Clerk 1
Account Clerk 2
Accounting Machine Operator 1
Activities Aide

Cashier 1
Clerk 1
Clerk 2
Contract Evaluator/Negotiator
Cook 1
Custodial Worker
Customer Service Aide

Data Processor 1
Data Processor 2

Delivery Worker 1

Equipment Operator

Fabric Worker 1
Family Service Aide 1
Family Service Worker

General Activities Therapist 1

Health and Nutrition Specialist

Laundry Worker
Licensed Practical Nurse

Mail Clerk/Messenger
Maintenance Repair Worker 1
Mover 1

Office Machine Operator 1

Parking Facility Attendant

Appendix C (Continued)

Self-Sufficiency Coach
Social Service Aide 1 (outside the Homemaker Department)
Social Services Worker 1
Social Services Worker 2
Social Services Worker 3
Statistician
Stores Clerk

Telephone Operator 1
Typist 1
Typist 2

Vocational Instructor 1

If and when the DHS reinstates the classifications of IM Worker 1, IM Aide 1, and IM Worker 2, Eligibility Specialist, Employment and Training Specialist, or Youth Leader 1, those positions shall be deemed entry level positions.

APPENDIX D
PAY RANGES

PAY RANGE ONE

Elevator Operator
Food Service Worker
Laundry Worker

PAY RANGE TWO

Clerk 1
Custodial Worker
Fabric Worker 1
Office Machine Operator 1

PAY RANGE THREE

Accounting Machine Operator 1
Cashier 1
Clerk 2
Cook 1
Data Processor 1
Fabric Worker 2
Mail Clerk/Messenger
Parking Facility Attendant
Stores Clerk
Telephone Operator 1
Typist 1

PAY RANGE FOUR

Account Clerk 1
Activities Aide
Baker 1
Data Processor 2
Delivery Worker 1
Fabric Worker 3
Family Service Aide 1
Maintenance Repair Worker 1
Mover 1
Office Machine Operator 2

12

085

APPENDIX D (continued)

PAY RANGE FOUR

Social Service Aide 1
Stenographer 1
Telephone Operator 2
Typist 2

Vehicle Operator 1

PAY RANGE FIVE

Customer Service Aide

PAY RANGE SIX

Accounting Machine Operator 2
Cashier 2
Clerical Specialist
Cook 2
Equipment Operator 1
Family Service Aide 2
Maintenance Repair Worker 2
Mover 2
Nursing Associate
Social Service Aide 2
Stenographer 2
Storekeeper 1
Technical Typist
Vocational Instructor

PAY RANGE SEVEN

Account Clerk 2
Baker 2
Equipment Operator 2
Food Service Supervisor 2
General Activities Therapist
Social Service Worker 1
Statistics Clerk
Vehicle Operator 2

APPENDIX D (continued)

PAY RANGE EIGHT

Accountant 1
Account Clerk 3

Social Service Worker 2
Storekeeper 2

PAY RANGE NINE

Contract Evaluator/Negotiator
Dietician 1
LPN
Statistician 1
Vocational Rehabilitation Counselor 1

PAY RANGE TEN

Self-Sufficiency Coach
Health and Nutrition Specialist

PAY RANGE ELEVEN

Social Service Worker 3

PAY RANGE TWELVE

Accountant 2
Statistician 2

PAY RANGE THIRTEEN

Vocational Rehabilitation Counselor 2

PAY RANGE FOURTEEN

Dietician
Facilitator
Social Worker 4

PAY RANGE FIFTEEN

Master Social Worker

APPENDIX D (continued)

PAY RANGE SIXTEEN

Central Services Custodial Worker
Central Services Mail Clerk/Messenger
Central Services Delivery Worker
Delivery Worker 2

PAY RANGE SEVENTEEN

Central Services Mover

Exhibit E - Pay Grades

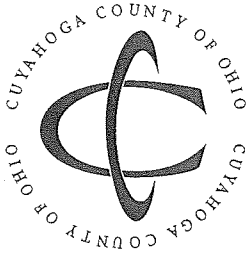
Pay Range		July 1, 2005 - June 30, 2006			July 1, 2006 - June 30, 2007			July 1, 2007 - June 30, 2008		
		Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Biweekly	Annual
1	Start	10.22	817.60	21,257.60	10.42	833.60	21,673.60	Subject to Re-Opener Negotiations		
	12 Month	10.57	845.60	21,985.60	10.78	862.40	22,422.40			
	24 Month	10.92	873.60	22,713.60	11.14	891.20	23,171.20			
	36 Month	11.25	900.00	23,400.00	11.48	918.40	23,878.40			
2	Start	10.71	856.80	22,276.80	10.92	873.60	22,713.60			
	12 Month	11.08	886.40	23,046.40	11.30	904.00	23,504.00			
	24 Month	11.46	916.80	23,836.80	11.69	935.20	24,315.20			
	36 Month	11.87	949.60	24,689.60	12.11	968.80	25,188.80			
3	Start	11.25	900.00	23,400.00	11.48	918.40	23,878.40			
	12 Month	11.63	930.40	24,190.40	11.86	948.80	24,668.80			
	24 Month	12.02	961.60	25,001.60	12.26	980.80	25,500.80			
	36 Month	12.47	997.60	25,937.60	12.72	1,017.60	26,457.60			
4	Start	11.87	949.60	24,689.60	12.11	968.80	25,188.80			
	12 Month	12.26	980.80	25,500.80	12.51	1,000.80	26,020.80			
	24 Month	12.67	1,013.60	26,353.60	12.92	1,033.60	26,873.60			
	36 Month	13.14	1,051.20	27,331.20	13.40	1,072.00	27,872.00			
5	Start	12.17	973.60	25,313.60	12.41	992.80	25,812.80			
	12 Month	12.59	1,007.20	26,187.20	12.84	1,027.20	26,707.20			
	24 Month	13.01	1,040.80	27,060.80	13.27	1,061.60	27,601.60			
	36 Month	13.39	1,071.20	27,851.20	13.66	1,092.80	28,412.80			
6	Start	12.47	997.60	25,937.60	12.72	1,017.60	26,457.60			
	12 Month	12.90	1,032.00	26,832.00	13.16	1,052.80	27,372.80			
	24 Month	13.34	1,067.20	27,747.20	13.61	1,088.80	28,308.80			
	36 Month	13.70	1,096.00	28,496.00	13.97	1,117.60	29,057.60			

Exhibit E - Pay Grades

Pay Range		July 1, 2005 - June 30, 2006			July 1, 2006 - June 30, 2007			July 1, 2007 - June 30, 2008					
		Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Annual				
7	Start	13.14	1,051.20	27,331.20	13.40	1,072.00	27,872.00	Subject to Re-Opener Negotiations					
	12 Month	13.54	1,083.20	28,163.20	13.81	1,104.80	28,724.80						
	24 Month	13.92	1,113.60	28,953.60	14.20	1,136.00	29,536.00						
	36 Month	14.35	1,148.00	29,848.00	14.64	1,171.20	30,451.20						
8	Start	13.70	1,096.00	28,496.00	13.97	1,117.60	29,057.60			Subject to Re-Opener Negotiations			
	12 Month	14.12	1,129.60	29,369.60	14.40	1,152.00	29,952.00						
	24 Month	14.55	1,164.00	30,264.00	14.84	1,187.20	30,867.20						
	36 Month	15.05	1,204.00	31,304.00	15.35	1,228.00	31,928.00						
	48 Month	15.63	1,250.40	32,510.40	15.94	1,275.20	33,155.20						
9	Start	14.55	1,164.00	30,264.00	14.84	1,187.20	30,867.20					Subject to Re-Opener Negotiations	
	12 Month	15.05	1,204.00	31,304.00	15.35	1,228.00	31,928.00						
	24 Month	15.63	1,250.40	32,510.40	15.94	1,275.20	33,155.20						
	36 Month	16.22	1,297.60	33,737.60	16.54	1,323.20	34,403.20						
	48 Month	16.90	1,352.00	35,152.00	17.24	1,379.20	35,859.20						
10	Start	14.87	1,189.60	30,929.60	15.17	1,213.60	31,553.60	Subject to Re-Opener Negotiations					
	12 Month	15.33	1,226.40	31,886.40	15.64	1,251.20	32,531.20						
	24 Month	15.86	1,268.80	32,988.80	16.18	1,294.40	33,654.40						
	36 Month	16.50	1,320.00	34,320.00	16.83	1,346.40	35,006.40						
	48 Month	17.16	1,372.80	35,692.80	17.50	1,400.00	36,400.00						
	60 Month	17.48	1,398.40	36,358.40	17.83	1,426.40	37,086.40						
11	Start	16.18	1,294.40	33,654.40	16.50	1,320.00	34,320.00			Subject to Re-Opener Negotiations			
	12 Month	16.99	1,359.20	35,339.20	17.33	1,386.40	36,046.40						
	24 Month	17.83	1,426.40	37,086.40	18.19	1,455.20	37,835.20						
	36 Month	18.73	1,498.40	38,958.40	19.10	1,528.00	39,728.00						
	48 Month	19.68	1,574.40	40,934.40	20.07	1,605.60	41,745.60						
	60 Month	20.64	1,651.20	42,931.20	21.05	1,684.00	43,784.00						
	72 Month	22.00	1,760.00	45,760.00	22.44	1,795.20	46,675.20						

Exhibit E - Pay Grades

Pay Range		July 1, 2005 - June 30, 2006			July 1, 2006 - June 30, 2007			July 1, 2007 - June 30, 2008	
		Hourly	Biweekly	Annual	Hourly	Biweekly	Annual	Hourly	Annual
12	Start	15.63	1,250.40	32,510.40	15.94	1,275.20	33,155.20	Subject to Re-Opener Negotiations	
	12 Month	16.22	1,297.60	33,737.60	16.54	1,323.20	34,403.20		
	24 Month	16.90	1,352.00	35,152.00	17.24	1,379.20	35,859.20		
	36 Month	17.66	1,412.80	36,732.80	18.01	1,440.80	37,460.80		
	48 Month	18.46	1,476.80	38,396.80	18.83	1,506.40	39,166.40		
13	Start	16.90	1,352.00	35,152.00	17.24	1,379.20	35,859.20	Subject to Re-Opener Negotiations	
	12 Month	17.66	1,412.80	36,732.80	18.01	1,440.80	37,460.80		
	24 Month	18.46	1,476.80	38,396.80	18.83	1,506.40	39,166.40		
	36 Month	19.34	1,547.20	40,227.20	19.73	1,578.40	41,038.40		
	48 Month	20.30	1,624.00	42,224.00	20.71	1,656.80	43,076.80		
14	Start	18.46	1,476.80	38,396.80	18.83	1,506.40	39,166.40	Subject to Re-Opener Negotiations	
	12 Month	19.34	1,547.20	40,227.20	19.73	1,578.40	41,038.40		
	24 Month	20.30	1,624.00	42,224.00	20.71	1,656.80	43,076.80		
	36 Month	21.26	1,700.80	44,220.80	21.69	1,735.20	45,115.20		
	48 Month	22.32	1,785.60	46,425.60	22.77	1,821.60	47,361.60		
	60 Month	23.46	1,876.80	48,796.80	23.93	1,914.40	49,774.40		
	72 Month	24.63	1,970.40	51,230.40	25.12	2,009.60	52,249.60		
15	Start	19.68	1,574.40	40,934.40	20.07	1,605.60	41,745.60	Subject to Re-Opener Negotiations	
	12 Month	20.66	1,652.80	42,972.80	21.07	1,685.60	43,825.60		
	24 Month	21.69	1,735.20	45,115.20	22.12	1,769.60	46,009.60		
	36 Month	22.77	1,821.60	47,361.60	23.23	1,858.40	48,318.40		
	48 Month	23.90	1,912.00	49,712.00	24.38	1,950.40	50,710.40		
16	Single Rate	14.27	1,141.60	29,681.60	14.56	1,164.80	30,284.80	Subject to Re-Opener Negotiations	
17	Single Rate	16.67	1,333.60	34,673.60	17.00	1,360.00	35,360.00	Subject to Re-Opener Negotiations	



COMMISSIONERS
 Jimmy Dimora
 Timothy F. Hagan
 Peter Lawson Jones

This Side Letter of Agreement is entered into between the Cuyahoga County Board of Commissioners (BOCC), Department of Health and Human Services and AFSCME Local 1746 (Union).

This Side Letter of Agreement shall be effective on the date of ratification by the BOCC and shall terminate upon completion of the project described below.

The BOCC shall contract with a Consultant for the purpose of reviewing the job classifications of Health and Nutrition Specialist, Self-Sufficiency Coach, and Customer Service Aide. A committee consisting of not more than six (6) Union representatives and (6) representatives of the Employer shall meet with the consultant to provide input and information to assist his determination. The Union President and a representative of the Board of County Commissioners Human Resources Department will be ad hoc participants in the Committee's activities.

The Consultant's findings shall be final and binding upon the BOCC, the Union and the employees. Any wage rate adjustment recommended by the consultant shall be effective July 1, 2005. In exchange for entering into this agreement, the Union shall withdraw all pending grievances pertaining to job audits and wage levels of Health and Nutrition Specialists, Self-Sufficiency Coaches and Customer Service Aides.

This letter of agreement contains the entire agreement among the parties and no other promise, term or condition shall be binding unless it is set forth in writing and is signed by all parties. The BOC shall begin the Consultant selection process upon ratification of the CBA and shall make a final selection within a reasonable time period.

FOR THE UNION

FOR THE BOARD OF COMMISSIONERS

Michael Bauer 10/18/05
 Michael Bauer, Regional Director

Timothy F. Hagan
 Timothy F. Hagan, President

Pamela Brown 10/22/05
 Pamela Brown, Local 1746 President

Jimmy Dimora
 Jimmy Dimora, Commissioner

Kimberly C. Herford
 Kimberly Herford
 Local 1746 Vice President

Peter Lawson Jones
 Peter Lawson Jones, Commissioner

The legal form and correctness of the within instrument is hereby approved.
 William D. Mason,
 Prosecuting Attorney

William D. Mason
 William D. Mason, Ass't Prosecuting Attorney

Office of Human Resources / Payroll Division