

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 16, 2010**

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Ken O'Brien, Dennis Stapleton, Tommy Thompson

9:15 AM Public Hearing (#2) For The Proposed Adoption Of An Amendment To Section Dc407 Of The Building Code Of Delaware County And The Proposed Adoption Of Changes To The Delaware County Residential And Commercial Plan Examination, Permit And Inspection Fee Schedules

RESOLUTION NO. 10-1618

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 13, 2010:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 13, 2010; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

Ron Bullard, Berlin Township Trustee; asked the Commissioners to consider supporting Sheriff's budget in order to provide more services to the township residents

Rodney Myers, Berkshire Township Trustee; asked the Commissioners to consider supporting Sheriff's budget in order to provide more services to the township residents

PRESENTATION/REPORT DEBBIE SHATZER-CONVENTION AND VISITOR'S BUREAU

RESOLUTION NO. 10-1619

9:15AM PUBLIC HEARING (#2) FOR THE PROPOSED ADOPTION OF AN AMENDMENT TO SECTION DC 407 OF THE BUILDING CODE OF DELAWARE COUNTY AND THE PROPOSED ADOPTION OF CHANGES TO THE DELAWARE COUNTY RESIDENTIAL AND COMMERCIAL PLAN EXAMINATION, PERMIT AND INSPECTION FEE SCHEDULES:

It was moved by Mr. Stapleton, seconded by Mr. Thompson to open the hearing at 9:35AM.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 10-1620

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

Vote On Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 10-1621

IN THE MATTER OF CLOSING PUBLIC HEARING (#2) FOR THE PROPOSED ADOPTION OF AN AMENDMENT TO SECTION DC 407 OF THE BUILDING CODE OF DELAWARE COUNTY AND THE PROPOSED ADOPTION OF CHANGES TO THE DELAWARE COUNTY RESIDENTIAL AND COMMERCIAL PLAN EXAMINATION, PERMIT AND INSPECTION FEE SCHEDULES:

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It was moved by Mr. O'Brien, seconded by Mr. Stapleton to close the hearing at 9:47AM.

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 10-1622

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1215, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1215:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1215, memo transfers in batch numbers MTAPR1215 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Sheriff's Office	IV-D Contract	23711630-5201	\$ 10,000.00
Downes Fishel Hass Kim	Legal Services Personnel Code Comp	10011301-5361	\$ 9,300.00
CEBCO	Health Insurance	60211902-5370	\$ 350,000.00
Downes Fishel Hass Kim	Legal Services JFS	22411605-5361	\$ 6,074.44

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Line Amount</u>	<u>Line Number</u>
R1007215	DELL MARKETING	LAPTOPS JFS	22311611-5250	\$6,973.33	0001
R1007215	DELL MARKETING	KEYBOARDS	22311611-5250	\$552.93	0002
R1007245	OFFICE CITY	JFS TRAINING ROOM FURNITURE JAIL	41411434-5450	\$19,278.47	0001
R1007270	BUILDING TRADE INSTITUTE	TUITION	22311611-5348	\$17,429.25	0001
R1007302	GRAYBAR ELECTRIC	ELECTRICAL PARTS AEP GRANT	40111402-5201	\$7,300.00	0001
R1007266	TRANE COMPANY	STORM REPAIR JAIL	60111901-5370	\$7,183.55	0001

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 10-1623

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to approve the following:

The Director of Job and Family Services recommends accepting the resignation of Sarah Gast from the JFS Department; effective December 31, 2010.

Therefore Be It Resolved, that the Commissioners accept the resignation of Sarah Gast from the JFS Department; effective December 31, 2010.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RETIREMENT TRIBUTE

MS. SARAH GAST, SIXTEEN YEAR EMPLOYEE WITH DELAWARE COUNTY

RESOLUTION NO. 10-1624

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COUNTY COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE OHIO COUNCIL 8 AND LOCAL 3072, AMERICAN FEDERATION OF STATE AND COUNTY AND MUNICIPAL EMPLOYEES:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton, to approve the following:

**NEGOTIATED AGREEMENT
BETWEEN
DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

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**AND
OHIO COUNCIL 8 AND LOCAL 3072
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES**

January 1, 2011 THROUGH December 31, 2013

PREAMBLE

This Agreement, entered into this 1st day of January, 2011, between the Board of County Commissioners (the "Board") and the Director of the Department of Job and Family Services (the "Director") of Delaware County (when referred to jointly, the "Employer") and Ohio Council 8 and Local 3072, American Federation of State, County and Municipal Employees (the "Union"). "Employer" and "Union" shall include all agents and representatives of the Employer or Union, as the case may be.

**ARTICLE 1
RECOGNITION**

- A. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all members of the bargaining unit as defined in paragraph (B) below.
- B. The bargaining unit shall include: All full-time and regular part-time employees of the Delaware County Department of Job and Family Services, including Account Clerk 2; Clerical Specialist; Employment Services Counselor; Employment Services Representative; Fiscal Specialist; Income Maintenance Case Control Reviewer/Trainer; Income Maintenance Worker 3; Investigator/Fraud II; Quality Assurance; ; Social Services Case Worker II; Social Service Worker 1; Social Service Worker 2; and Social Service Worker 3., Income Maintenance Support Worker/Screeners.

Excluded from the bargaining unit are all management-level, confidential, supervisory and professional employees as defined in the Act; all seasonal and casual (intermittent) employees as determined by the State Employment Relations Board; including, Accountant 3/Fiscal Supervisor; Administrative Assistant; Children's Services Administrator; and Social Service Supervisor., Assistant Director, Contract Monitor/Evaluator, Re-Entry Coordinator, Eligibility Referral Supervisor, County Job and Family Services Director.

Should the Employer create a new position, the parties will meet within ten (10) days to discuss inclusion or exclusion of the newly created position from the bargaining unit. If the parties fail to reach an agreement on the position, either party may file a unit clarification petition with the State Employment Relations Board for a final determination.

- C. If the parties agree that the newly created position should be included in the bargaining unit, or if SERB determines the newly created position is included in the bargaining unit, the parties shall meet to negotiate the rate of pay.
- D. If the parties are unable to reach agreement on the rate of pay for a newly created classification, the Employer may implement its last offer on the wage rate pending contract negotiations.

**ARTICLE 2
MANAGEMENT RIGHTS**

- A. Except as specifically abridged, delegated, granted or modified by a specific and express term or provision of this Agreement, the Employer retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in management by the laws and the Constitution of the State of Ohio, including but not limited to their right to: determine matters of inherent managerial policy which include, but are not limited to areas of discretion or policy such as the functions and programs of the Employer, standards of services, overall budget, utilization of technology, and organizational structure; determine, and from time to time redetermine as management desires, the number, location, relocation, and type of its operations, and the methods, processes, materials and means to be used in its operations, and to establish, combine, move, relocate, or split up operations; discontinue processes or operations or discontinue their performance by employees in the unit covered by this Agreement and to subcontract out work; establish and change work hours, work schedules and assignments; hire, assign, direct, supervise, and evaluate employees and issue, modify and implement work rules for employees; maintain and improve the efficiency and effectiveness of operations by any means desirable to management; determine the overall methods, processes, means, or personnel by which operations are to be conducted; suspend, discipline, demote, or discharge employees for just cause; lay off, transfer, promote, or retain employees; determine the adequacy of the work force; establish starting rates of pay; determine the overall mission of the Employers office as a

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governmental unit; effectively manage the work force; and take actions to carry out the mission of the Employer.

- B. The management rights set forth above shall not be subject to arbitration or impairment by arbitration award or otherwise except to the extent that they are limited by specific provisions of this Agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right. The Employer may exercise any or all of the management rights set forth in this Article II without prior negotiation with or agreement of the Union.
- C. Notwithstanding any other provision of this Agreement, the Employer shall have the right, in its sole discretion, to take any action it deems necessary to comply with the requirements of the Americans With Disabilities Act including EEOC and court interpretations of the Act. If a reasonable accommodation for an employee is requested or required, the Employer and the Union may meet to discuss the impact on the bargaining unit and this Agreement. Reasonable accommodations recommended or endorsed by a physician or other appropriate medical services providers and agreed to by the Employer and the employee are not subject to the grievance procedure or other legal challenge.
- D. With respect to employee reimbursements, where the Agreement is silent or where the existing language is unclear, the expenditure in question shall not be made until and unless the expenditure is supported by regulations contained in the Administrative Procedure Manual as promulgated by the Ohio Department of Job and Family Services and will not create an audit exception for the agency.

**ARTICLE 3
GRIEVANCE PROCEDURE**

- A. The following definitions and terms apply to this Article:
 - (1) A "grievance" is a claim by an employee that the Employer has violated, misinterpreted or misapplied a specific and express term of this written Agreement.
 - (2) If an employee fails to file a written grievance or to appeal a grievance to the next step by the stated deadlines, then the grievance shall be considered permanently waived.
 - (3) If a supervisor or other Employer representative fails to hold a meeting or to respond to a grievance by the stated deadline, the grievance is automatically advanced to the next step.
 - (4) An employee may be accompanied at any stage of the grievance procedure by a representative of his or her choice.
 - (5) An employee may present grievances and have them adjusted, without the intervention of the Union. An employee who chooses not to have Union representation in the grievance procedure shall sign a waiver to this affect. An employee, who signs such a waiver, may rescind the waiver at any time.
 - (6) Working "Days" means Mondays through Fridays except for paid holidays.
 - (7) The parties may mutually agree to an extension of any of the deadlines in this Article.
 - (8) A grievance may be brought by an employee of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one member selected by such group may process the grievance as a group grievance, provided the grievance sets forth each employee to be included in the group.
- B. The following procedure will be used in processing a grievance:

Step 1: The employee aggrieved may first attempt to settle the matter by conference with his or her immediate supervisor. Any grievance of any disciplinary action taken by the Employer shall be filed in writing as specified in Step 2 within five (5) working days of the disciplinary action taken and Step 1 shall be waived for purposes of such a grievance.

Step 2: If the grievance is not satisfactorily resolved in the manner provided for in Step 1, or the aggrieved employee chooses not to exercise the option provided in Step 1, the grievance shall be reduced to writing and filed with the employee's Administrator, on a form to be provided by the Employer, within five (5) working days after the employee knew or should have known the matter complained of has occurred. Such written grievance shall be signed by the aggrieved employee and state the following information with clearness: the exact nature of the grievance, the act or acts

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complained of, when they occurred, who was involved, the identity of the employee who claims to be aggrieved, the provisions of this Agreement claimed to be violated, and the remedy sought. The Administrator shall give his or her answer in writing within five (5) working days of the filing of the grievance.

Step 3: If the grievance is not satisfactorily resolved in the manner provided for in Step 2, the employee may appeal to the Director, or designee, by filing a written appeal of the grievance within five (5) working days of the employee's receipt of the Administrator's response. The Director or designee shall hold a meeting with the employee to discuss the grievance and its possible resolution within five (5) working days of the submission of the notice of appeal. In addition to the representative referred to in Section A(4) of this Article, a staff representative from Ohio Council 8 is entitled to be at the Step 3 meeting if the grievant so requests. The Director or designee shall make a written response to the appeal within ten (10) working days of the meeting. Such written response shall include the Director's, or designee's, rationale for making the determination.

Mediation: The parties agree that they may utilize the services of a mediator in the future to resolve pending grievances. The use of a mediator for such purpose shall be by mutual agreement of the parties as to an identified grievance or grievances and according to the procedures mutually agreed to in writing in advance of the mediation process. The union and the County shall meet periodically to attempt to resolve matters prior to mediation or arbitration.

Step 4:

- a. If the grievance is not satisfactorily resolved in the manner provided for in Step 3, the Union may request arbitration by giving the Employer written notice of its desire to arbitrate, which must be received by the Director or her designee within ten (10) working days of the Step 3 answer, in which event the grievance shall be arbitrated according to the following procedure: within twenty (20) working days following the notice to arbitrate, the parties shall either agree upon an arbitrator or either party may request in writing the American Arbitration Association or the Federal Mediation and Conciliation Service to furnish the parties with a list of seven (7) arbitrators. The parties shall select the arbitrator by the alternate strike method (the parties alternately to strike first on each successive panel after the first panel). After six names are stricken by this procedure, the remaining person shall be the arbitrator. The arbitrator shall schedule the hearing with the mutual agreement of the parties as to date, time and place. The arbitrator shall hear and determine only one grievance, multiple grievance arbitration by one arbitrator at a single hearing being prohibited except upon specific and written agreement of the Union and the Employer to do so. The sole exception to this is two or more grievances which arose out of the same nucleus of operative facts. Within thirty (30) calendar days after the close of the hearing, the arbitrator shall issue his or her award in writing.
- b. The jurisdiction and the authority of the arbitrator and his/her opinion and award shall be exclusively limited to the interpretation of the explicit provisions of this Agreement. The arbitrator shall have authority only to interpret and apply the specific provisions of this Agreement, which shall constitute the sole basis upon which the arbitrator's decision shall be rendered, and shall consider only employee grievances arising under the application of the currently existing Agreement between the parties hereto. The arbitrator's decision shall be final and binding on all parties.
- c. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any of the provisions of this Agreement, nor to add to, subtract from or modify the language therein in arriving at a determination of any issue presented that is proper within the limitations expressed herein. The arbitrator may consider the past practices of the parties only as an aid in interpreting the terms of this written agreement and only when the contract language is not clear. Past practices are defined as practices occurring prior to the effective date of this contract. The arbitrator shall expressly confine himself or herself to the precise issue(s) not so submitted to the arbitrator or to submit observations or declarations of opinion which are not directly essential in reaching the determination. The arbitrator shall have the power to modify remedies issued under the discipline procedure. Awards will be implemented as soon as possible, but in no event later than 60 days following receipt of the arbitrator's award.
- d. The procedures contained in this Article constitute the sole and exclusive method of considering the redressing of grievances arising during the life of this Agreement and any extensions thereof. It is understood and agreed that a decision at any level of the grievance procedure that is mutually acceptable to the Union and the Employer shall be final and binding upon the grievant, the Union and the Employer. Nothing in this Article restricts or limits an employee's rights as guaranteed by the EEOC/OCRC.

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- e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, as well as the related cost of the American Arbitration Association services, shall be borne totally by the loser. The arbitrator shall designate in his/her award the prevailing party, or the predominately prevailing party, and shall submit all charges to the other party for payment. Such charges shall not be divided by the arbitrator between parties in any manner or under any circumstances without prior approval of both parties. The grievant shall be able to attend arbitration hearings at no loss of pay or benefits. The expenses of witnesses and other representatives shall be borne by the party they represent. A stenographic record of the arbitration proceedings may be made. Each party shall pay for its own copy of such record, if requested. The party requesting the stenographer shall pay for the stenographer, provided however, that if the other party requests a copy of the record, the parties shall split the cost of the stenographer. The Local Union President, or designee, and any employee witnesses shall be able to attend arbitration hearings at no loss of pay or benefits. Employee witnesses will be called to the arbitration hearing when it is time for their testimony. The Local Union President may be present for the entire hearing if operational needs permit. If operational needs preclude the Local Union President's attendance, a designee shall be permitted to attend the arbitration hearing.

**ARTICLE 4
NO STRIKES/NO LOCKOUT**

- A. The Union and employees covered by this Agreement agree that they will not engage in, initiate, authorize, sanction, ratify, support or participate in any strike, slowdown, stay-in, or other curtailment or restriction of or interference with the work in or about the Employer's premises or any job site in Delaware County, Ohio on which county services are being performed, nor will the Union or any employees honor any picket line or strike activity by other employees of the Employer or non-employees of the Employer at or near the Employer's premises or any job sites in Delaware County, Ohio on which county services are being performed, during the life of this Agreement. It is the responsibility of the Employer to provide safe entrance through strike activity to the place of employment. If the Employer cannot so provide such safe entrance, the employee will not be required to report for work. The Union, its affiliates and members shall promptly take all possible actions to prevent and to end any such actions by employees or by any persons affecting the work of such employees.
- B. Any employees engaging in a strike, slowdown, stay-in or other curtailment, restriction of, or interference with the work in or about the Employer's premises or job sites as described in paragraph (A) above during the life of this Agreement shall be subject to disciplinary action by the Employer which can be, but is not limited to, their discharge. The Union agrees that it will not oppose the discharge or discipline of anyone who engages in such acts or anyone who intimidates, threatens, or induces another employee to take part in any such activity and that disciplinary action including discharge taken by the Employer shall be without recourse.
- C. The Employer will not lock out the employees during the life of this contract.

**ARTICLE 5
HOURS OF WORK AND OVERTIME**

- A. This Article is intended to define the hours normally worked by employees in their various classifications. Work schedules for bargaining unit employees will be arranged by the Employer so the normal scheduled workweek is 40 hours work per week, exclusive of a forty-five minute unpaid lunch period. This schedule does not prevent the Employer from establishing different work schedules to meet its needs. This Article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or work per week. The normal but not guaranteed workweek will consist of five (5) consecutive work days. There will be two fifteen-minute breaks. For purposes of computations under this Article, the workweek begins at 12:00 a.m. on Saturday and ends at 11:59 p.m. the following Friday.
- B. The Employer necessarily retains the right to require employees to work more than forty (40) hours in a workweek and/or more than eight (8) hours in a day as it determines that needs may require. However, each employee will be paid, either in wages or in compensatory time, at the rate of one and one-half times his or her regular straight-time hourly rate for all authorized hours worked in excess of forty (40) hours in any one workweek. The employee may elect that the employee receive comp-time in lieu of overtime pay. Authorization for overtime must be in writing on a form provided by the Employer and a copy of the supervisor's determination will be provided to the employee. All hours in active pay status other than sick leave, comp-time, and personal leave shall be compensated in calculating overtime and compensatory time entitlement. For purposes of this Article, active pay

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status means the conditions under which an employee is eligible to receive pay: for example, vacation leave and holidays.

- C. Employees shall request compensatory time in advance of actually working the overtime hours, except in emergency situations. Where it is impossible to request comp time in advance, a request shall be made on the next working day in which the employee reports to work. Comp time must be authorized by the appropriate supervisor or the Director. Comp time can be accumulated up to 120 hours and must be utilized within 180 days of the time it is earned or it shall be paid out to the employee. Comp time shall be scheduled at a mutually agreeable time. Employees may request to work overtime to meet the needs of a client, however all such requests must be pre-approved in writing by their immediate supervisor. If the supervisor is not available, the employee may contact the supervisor by phone. If this is not possible they should contact the next level of supervision. Employees who work overtime to meet the needs of the client, may request to flex out the time in the same week. When flex time is requested the supervisor will review the calendar and discuss with the employee if there is a time during the week that they could flex. If flex time is not possible, the employee will choose either comp time or overtime.
- D. An employee will be paid for authorized work hours properly recorded by time clock or other system developed, modified or implemented by the Employer.

**ARTICLE 6
DISCIPLINE/DISCHARGE**

- A. Non-probationary employees may be disciplined or discharged for cause, including: incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, any failure of good behavior, and any other acts of misfeasance, malfeasance, or nonfeasance. Non-probationary employees may also be disciplined or discharged for any violation of the Employer's current rules or policies or rules or policies hereafter put into effect, including violation of the Ethics of County Employment, so long as these policies are not in conflict with other provisions of this Agreement.
- B. Employees shall be present and ready to work at their scheduled starting times and at the assigned work site. The Union recognizes that punctuality of employees is of vital importance.
- C. An employee who is absent for a scheduled workday without leave is subject to the disciplinary policy, beginning with a written reprimand. Three days of unauthorized absences in a two-year period may be cause for discharge, regardless of prior discipline.
- D. Failure of an employee to return to work at the expiration of an approved leave of absence shall be considered an absence without leave and shall be grounds for discipline, up to and including discharge, in accordance with the regular policy on absences without leave. If the Director determines that an employee is using a leave of absence for a purpose other than the purpose for which it was granted, he/she may immediately revoke the leave of absence, order the employee back to work, and may impose appropriate discipline on the employee, up to and including discharge.
- E. Examples of the types of discipline that may be imposed under this Article are: (1) oral reprimand; (2) written reprimand; (3) suspension and (4) discharge. If a suspension or discharge is involved, the Employer will provide the employee written notice of the type of discipline being imposed and the reasons for the discipline.
- F.
 1. Before imposing a reduction in pay, demotion, suspension or removal, the Director or his/her designee shall hold a conference with the employee to give the employee an opportunity to learn the reasons for the intended disciplinary action and to challenge the reason for the intended action or otherwise to explain his/her behavior. The employee has the right to be accompanied at the conference by one representative of the employee's own choosing. The conference will be scheduled as promptly as possible by the Director or his/her designee. The Director or her designee may impose reasonable rules on the length of the conference and the conduct of the participants.
 2. If the Director or his/her designee determines that the employee's continued employment prior to the conference poses a danger to persons or property or a threat of disrupting operations, he/she may suspend the employee without pay for up to three days following a preliminary due process hearing and while pending the conference provided for in paragraph (F)(1) to determine final disciplinary action. If in such a situation, the Director determines at the conference that no discipline of the employee is appropriate, the employee shall receive back-pay and fringe benefits for the period of suspension.

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3. Certain offenses are serious enough to warrant immediate discharge without regard to previous reprimands or discipline. Such serious offenses include, but are not necessarily limited to the following:
- a. Theft of or intentional or reckless damage to property of the county;
 - b. Theft of or intentional or reckless damage to the property of a fellow employee;
 - c. Insubordination towards management personnel, or the uttering of threatening or abusive language to the public;
 - d. Intoxication, working under the influence of alcohol or an illegal controlled substance while on duty, or conviction for the sale of any illegal controlled substance at any time;
 - e. Falsification of any county records or employment records; and
 - f. Fighting.
- G. Ohio Revised Code 124.34 is superseded by this Agreement and the sole and exclusive remedy for an employee wishing to contest a disciplinary action shall be through the grievance procedures of Article III.

**ARTICLE 7
PROBATIONARY EMPLOYEES**

- A. Newly hired full-time employees of the Director and employees promoted or otherwise moving into a new classification within the Department must complete a 180 calendar day probationary period. Newly hired part-time employees' probationary period will be complete after they have 1040 hours in active pay status. The probationary period may be extended by mutual agreement. The probationary period shall not exceed one calendar year for a full-time employee or 2080 hours for a part-time employee.
- B. Employees transferring into a different position within the same classification shall not be required to complete a probation period however they shall be subject to a review process for a 180 calendar day period to evaluate and ensure fit with the new position. This process shall include a transitional review at three months from the date when the employee actually begins to perform the duties of the new position and a comprehensive evaluation at the end of the review period. The review period may be extended by mutual agreement.
- C. Newly hired probationary employees may be dismissed for any reason and at any time prior to the completion of the probationary period and such action shall not be grievable under the terms of this Agreement or under civil service laws.
- D. A promoted employee or an employee otherwise moving into a new classification is subject to being reduced to his or her previous position and pay scale at any time prior to the completion of the probationary period in (A) above. Employees who transfer into a different position within the same classification as specified in (B) shall also be subject to being returned to their previous position at any time prior to the completion of the review period. The employee may file a grievance concerning the reduction/return, but must establish that the Director's decision was arbitrary or capricious.

**ARTICLE 8
LAYOFF AND RECALL**

- A. 1. The procedures of this Article supersede the procedures of O.R.C. 124.321 et seq. Layoffs shall be conducted solely in accordance with this Article.
2. Layoffs may be effectuated for the following reasons:
- 1) Lack of funds;
 - 2) Lack of work; or
 - 3) Abolishment of positions.

For purposes of this Article, lack of funds means there is a lack of funds within either the social services department, the human services (income maintenance) department, jobs department or special programs resulting from lack of program funding. This Article in no way requires a transfer of monies from the county general fund in excess of the mandated share.

A lack of work means a current or projected decrease in workload.

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- B. 1. The Employer shall determine in which classifications the layoffs should occur and the number of employees to be laid off. All employees in the bargaining unit shall be placed on a seniority list by classification. The Employer will not use seasonal or temporary employees when regular employees are on a recall list for that classification. Seniority shall be determined by the length of continuous service with the Delaware County Department of Job and Family Services. Among those with the same length of continuous service, seniority shall be determined by the following:
- a. The employee's first day on the job.
 - b. The length of any prior full-time service, if any, with the Department.
 - c. In the event that two or more employees still have equal seniority, all determinations in the order of layoff and recall shall be made by a toss of the coin.
2. Employees will be selected for retention or layoff on the basis of seniority as defined in (B)(1) above. The exception shall be where an employee who would be retained does not have the qualifications to fill the job positions that remain. In that case the Employer shall retain the most senior employees that are qualified to fill the positions remaining after the layoff. The Employer shall determine whether an employee has the requisite qualifications for a position.
3. Laid-off employees shall remain on a recall list for twenty-four months from their last workday. Recall from layoff shall be made from the list in reverse order of layoff, providing that the recalled employee is able to perform the available work without greater than normal supervision and without additional training. The Employer shall notify the employee of recall by certified or registered mail sent to the last place of residence shown on the Employer's records. If the Employer has not received the employee's written acceptance of the offer of recall within seven (7) calendar days of receipt of the letter, the offer shall lapse and the employee shall be removed from the seniority list.
4. For purposes of this Article, classifications shall be identical to those set forth in Union Recognition, Article I.
5. The Employer will give the Union 21 days advance notice of layoffs if at all possible. If possible, employees will be given at least two weeks notice of any layoffs. The Employer, upon request from the Union, will attend a meeting with representatives of the Union to discuss the impact of the layoff on bargaining unit employees and possible alternatives to layoff.

**ARTICLE 9
ASSIGNMENT OF WORK**

The Director reserves the right to assign bargaining unit work to supervisors or to temporary, casual, intermittent or seasonal employees where the Director determines that such assignment of work is needed to meet seasonal, temporary or fluctuating needs to perform work efficiently or on the most cost effective basis, to conduct training, instruction, or inspection, to assess the quality of employee work, to evaluate employee performance, where no qualified employee is readily available, in an emergency, and in other circumstances in which supervisors or temporary, casual, intermittent or seasonal employees have done work for the Employer in the past.

**ARTICLE 10
VACANCIES, PROMOTIONS AND TRANSFERS**

- A. When a vacancy occurs, the Director shall post a dated notice, indicating the position vacancy and qualifications, on a bulletin board in the office for a period of five (5) working days. Posting shall contain the classification title, rate of pay, minimum educational and experience qualifications, and a brief summary of job duties and such notices shall be given to the local Union president prior to posting. Interested non-probationary full time employees may have their applications considered by filing a written application with the Human Resource Officer within the first five (5) full working days of the posting. Applications filed after the fifth full day of the posting will not be considered. It is understood that the Director will decide when a vacancy exists and whether to fill a vacancy. Nothing in this Article shall restrict the Director's right to not fill a posted vacancy, or his/her right to hire someone from the outside if the Director, in his/her discretion, determines that no current employees have the desired qualifications and experience.
- B. The Director will select the applicant he/she deems most qualified based upon the employee's compliance with the above application requirements and on the basis of the employee's skill,

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qualifications, experience, and seniority. If the Employer determines that two employees are equally qualified for the position, the employee with the most agency seniority shall have preference for the position. The Director will not be arbitrary in employment decisions.

- C. For purposes of this Article seniority is defined as continuous service in the employ of the Director.
- D. Vacancies caused by vacations, leaves of absence, or similar conditions shall be considered temporary and shall be filled by assignment or otherwise at the discretion of the Director without regard to this job bidding procedure.
- E. Temporary full-time transfers under this section shall not last longer than 90 calendar days however this time period may be extended to a maximum of 180 calendar days by mutual agreement of the parties.
- F. If an employee is temporarily assigned to a lower paying job, he/she will remain at his current rate of pay. If an employee is temporarily assigned to a higher paying job, he/she will receive the greater of his/her regular pay or Grade "F" of the wage chart for the position for which he/she is temporarily assigned.
- G. The Union shall indemnify and hold harmless the Employer, and all officers and agents of the Employer against all lawsuits, administrative actions, claims and/or costs arising from or in any way related to the implementation of this Section.
- H. Employees not selected for a filled vacancy may request a meeting with the Director to discuss his/her failure to be selected. However, the need for such meeting will be at the Director's discretion.

**ARTICLE 11
EVALUATION**

- A. Probationary employees (including those serving a qualifying period for a promotion) will be evaluated twice - once during the middle of their probationary period and once at the end of the probationary period.
- B. Non-probationary employees will be evaluated at least once annually after completion of their probationary period.

**ARTICLE 12
UNION BULLETIN BOARDS**

- A. The Employer will provide space for bulletin boards for exclusive use by the Union. These bulletin boards shall be located in a conspicuous place where they are available to all employees.
- B. The Union will provide a copy of each notice to be posted on the bulletin boards to the Director or designee. No offensive or inflammatory notices will be posted. No material may be posted on the Union bulletin board at any time which contains scandalous or scurrilous materials, or derogatory or personal attacks on the Employer, its officials, its employees or others, or attacks on or favorable comments regarding candidates for public office. When any material is posted which violates this Article, the Employer may direct the Union president to remove the materials. If the employee fails to remove the material as directed, he shall be subject to disciplinary action.

**ARTICLE 13
WAIVER IN CASE OF EMERGENCY**

- A. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Delaware County Commissioners, the United States Congress or the State Legislature, such as acts of God or civil disorder, the following conditions of the Agreement may automatically be suspended:
 - (1) Time limits for Employer or Union replies on grievances.
 - (2) Work rules and/or agreements and practices relating to the assignment of employees, with the approval of the Director or a supervisor.
- B. Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the Grievance Procedure Article and shall proceed from the point in the Article to which they had properly progressed.

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**ARTICLE 14
SAFETY**

- A. The Employer will provide an incident report form on which employees should report any safety or security related hazards in and around Department premises. Forms may be picked up from the employee's immediate Supervisor. All hazards reported will be investigated. Failure to notify the Director, or designee, of a potential safety or security related hazard may subject the employee to discipline up to and including discharge.
- B. Social workers who are called out into a potentially hazardous situation should utilize law enforcement accompaniment. If law enforcement accompaniment is unavailable, the employee may take along a supervisor or another employee of the Department.
- C. The parties desire to deal with safety and health complaints, and to attempt to correct any health or safety violations, internally. Accordingly, neither the Union nor an employee may file a complaint alleging a health or safety violation with the Ohio Department of Industrial Relations pursuant to R. C. 4167.10 or 4167.13 until the following process has been completely exhausted:
1. An employee or Union representative shall first bring an alleged health or safety violation to the attention of the affected employee(s)' immediate supervisor, within two (2) work days of the occurrence of the alleged violation.
 2. If the immediate supervisor does not resolve the alleged violation to the employee's satisfaction, the employee or Union must file a formal complaint with the Director or designee, within two work days after his/her conference with the immediate supervisor. The Director or designee, will prescribe a form for the written complaint, which will include space for the standard alleged to be violated, the specific facts on which the allegation is based, and the precise remedy sought. The Director or designee, will respond to the complaint within five (5) work days.
 3. If the Director or designee, does not resolve the alleged violation to the satisfaction of the employee, the employee or Union may appeal the complaint to the County Administrator by filing a written appeal with him/her within two (2) work days of the Director's or designee, response. If the Director or designee, does not respond by his/her deadline, then the employee or Union may file their appeal within two (2) work days of that deadline. The County Administrator or his/her designee shall meet with the employee or Union representative in an attempt to resolve the alleged violation. Within ten (10) work days after the conference, the County Administrator shall provide his/her written response to the alleged violation.
- D. The procedure set forth in Section C of this Article shall in no way restrict the Employee's or Union's right to utilize the protections afforded them under Ohio Revised Code 4167.06.
- E. Within sixty (60) days of the execution of this Agreement, the parties shall meet for the purpose of discussing building security controls for the protection of the employees.

**ARTICLE 15
SUBCONTRACTING**

Except for emergencies involving the public health, welfare, and safety, the Employer agrees that subcontracting work which will result in a reduction of the bargaining unit by termination or lay-off will be discussed with the Union prior to the letting of the contracts. At the meeting, the Union shall be afforded the opportunity to convince the Employer that it would be more cost effective to the Employer for such work to be performed by the existing employees.

**ARTICLE 16
WORK RULES**

Work rules will be posted on bulletin boards accessible to the employees. The local union president shall also receive copies of all new and revised work rules. The Employer will provide two (2) working days notice of any change in work rules unless immediate implementation is necessary because of an emergency, law, regulation, or ordinance. The Union may request a meeting with the Employer to obtain clarification of any new work rule. The listed work rules will not necessarily be exclusive - common sense will prevail in the case of doubt. Work rules will not be arbitrary or capricious, and will be uniformly applied, insofar as is practicable.

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**ARTICLE 17
EMERGENCY RESPONSE SYSTEM**

- A. The parties agree to follow the "After Hours Procedure Policy" identified as Social Services Letter B. The policy can be changed by mutual agreement.
- B. In case of personal emergency of the employee where an on-call employee will not be able to handle emergency calls, that employee is responsible for notifying in advance, a supervisor, or the Children's Services Administrator, in order to arrange for a substitute. Misrepresentation of a personal emergency shall be cause for discipline.
- C. The on-call employee will receive One Hundred Forty Dollars (140.00) per week (\$20.00 per day). If the on-call employee does not carry the on-call cell phone the full week for any reason, he/she will be paid only for the days the on-call cell phone is carried. The back-up employee will be paid for those days that he/she serves as the primary on-call employee.
- D. If an employee loses an on-call cell phone, the cost of the on-call cell phone shall be deducted from the employee's pay unless the Director decides otherwise.
- E. The Employer shall establish the on-call rotation list annually. All Social Service workers shall be on the on-call schedule at least one quarter in a twelve-month period. It is fully understood that the Employer has the right to insure that there is proper staff assigned to cover emergency calls.

**ARTICLE 18
CASELOAD DISTRIBUTION**

The Employer reserves the right to assign caseloads. The Employer will attempt to train employees in an effort to allow for equitable distribution of caseloads among employees doing the same type of work, insofar as is practicable.

**ARTICLE 19
LEAVES**

A. Sick Leave

1. Paid sick leave shall be earned and accumulated at the rate of four and six-tenth (4.6) hours for each eighty (80) hours an employee is in active pay status.
2. Sick leave may be utilized by employees who are unable to work because of illness, injury, or pregnancy related conditions of the employee or a member of his/her immediate family as defined herein, or because of medical appointments or other ongoing treatment of the employee or immediate family. Employees may also use sick leave for absence due exposure to a contagious disease which could be communicated to other employees.
3. Unused sick leave may be accumulated without limit. When sick leave is used, it shall be deducted on the basis of 15 minute increments.
4. Upon retirement, accumulated sick leave shall be paid at the rate of one hour of pay for every four hours of accumulated sick leave. The total value of sick leave paid shall not exceed the value sixty (60) days' paid leave.
5. In the event of the death of the employee, accumulated sick leave shall be paid to the surviving spouse or to the estate of the employee, if there is no surviving spouse at the rate of one hour's pay for every four hours of accumulated sick leave.
6. An employee who is absent due to one of the above reasons must report his/her absence to his/her immediate supervisor as soon as possible. Upon return to work, or in advance of the absence when the employee uses sick leave for a doctors appointment, the employee must complete an employee action form.
7. An employee who transfers from one County office to another, or who transfers from other public employment in Ohio to County employment without interruption in service, shall be credited with the unused balance of his/her sick leave accumulated in his/her prior service. The employee is responsible for obtaining certification of his/her previously accumulated sick leave for County records.

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8. An employee who has been separated from County employment, but who is reemployed by the County shall be credited with his or her previously unused accumulated sick leave, if the re-employment occurs within 10 years of the date of the employee's last separation from county employment.

Definitions:

Active pay status: Conditions under which an employee is eligible to receive pay, which includes, but is not limited to, vacation leave, sick leave, and compensatory leave.

Immediate family: Means an employee's spouse or significant other ("significant other" as used in this definition means one who stands in place of a spouse and who resides with the employee), parents, children, grandparents, siblings, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, mother-in-law, father-in-law, step-parents, step-children, step-siblings, or a legal guardian or other person who stands in the place of a parent (in loco parentis).

B. Vacation Leave:

1. Bargaining unit employees shall earn vacation leave according to their years of service as follows:
 - a. Less than 1 year of service completed - no vacation.
 - b. 1 year of service, but less than 8 years completed - 80 hours.
 - c. 8 years of service, but less than 15 years completed - 120 hours.
 - d. 15 years of service, but less than 25 years completed - 160 hours.
 - e. 25 years or more of service completed - 200 hours.
2. Vacation is credited each bi-weekly pay period at the following standard rates:
 - a. 3.1 hours per pay period in active pay status are entitled to 80 hours annual vacation.
 - b. 4.6 hours per pay period in active pay status are entitled to 120 hours annual vacation.
 - c. 6.2 hours per pay period in active pay status are entitled to 160 hours annual vacation,
 - d. 7.7 hours per pay period in active pay status are entitled to 200 hours annual vacation.
3. An employee may carry over earned vacation leave for a period not to exceed three (3) years from the employee's anniversary date with the permission of his/her supervisor and written approval of the Director annually. This approval will not be arbitrarily denied. Vacation credit in excess of three (3) years will be eliminated.
4. Vacation leave may be taken in minimum increments of one-quarter (0.25) hours.
5. At the time of separation from employment, an employee is entitled to compensation at his/her current rate of pay for any unused vacation leave accrued.
6. In the case of an employee's death, earned but unused vacation leave shall be paid to the employee's spouse or to his/her estate.
7. According to the ORC 9.44, if a County employee has held a position with the State of Ohio or another Ohio political subdivision (county, municipal, school system, etc.), he or she is entitled to marry the service time from past public employment to the service time with Delaware County for the purpose of determining vacation accrual eligibility. An employee will not be entitled to marry his/her prior service time if he/she had retired from public service with his/her prior employer. An employee is required to utilize the procedures within the Prior Service Credit for Vacation Accrual Policy in the Standard Operating Procedures Manual to receive credit for prior service.

The above service requirement need not be continuous. However, completion of a total of one (1) year service (twenty-six pay periods) with Delaware County and/or another Ohio political subdivision or a combination thereof is required before the employee is eligible to use or receive a payment for any accrued vacation time.

C. Jury Duty

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The parties agree to comply with the Court Leave/Jury Leave policy contained in the Delaware County Employee Handbook in effect at that time.

D. Military Leave

Employees shall receive Military Leave in accordance with the provisions set forth in the Delaware County Employee Handbook in effect at that time.

E. Family Medical Leave

The Employer shall comply with all requirements of the Family Medical Leave Act in accordance with the Delaware County Employee Handbook in effect at that time and all federal requirements under the Act.

F. Unpaid Leaves of Absence

1. Employees may request an unpaid leave of absence for educational, personal or disability reasons from their appointing authority. The decision whether to grant the leave is left to the appointing authority's discretion. Personal leave may be granted for up to six months for any personal reasons of the employee which are deemed sufficient grounds for leave by the appointing authority. At the expiration of each six months leave, the appointing authority may renew leave for an additional six months, if warranted. A physician's certificate stating the start date of said leave, the nature of the illness and return date must be attached to the application of all medical leaves of absences.
2. Educational leave may be granted for up to two years for purposes of education, training or specialized experience which would benefit the appointing authority's office. Upon completion of the leave of absence, the employee will be returned to his/her former position or a similar position within the same classification.
3. Where an employee is unable to pre-determine the exact length of his/her leave, an indefinite leave not to exceed six months may be approved. At the expiration of each six months leave, the appointing authority may renew leave for an additional six months, if warranted. The employee may be permitted to return to work at anytime during the six-month period, provided that he/she gives the appointing authority at least two weeks' written notice of his/her desire to return to work. If a leave of absence is granted for a definite period of time, the employee may be reinstated prior to the expiration of the leave only upon written approval of the appointing authority.
4. While on leave without pay an employee does not earn sick leave or vacation leave, nor is he/she entitled to any holiday pay. His/her anniversary date will be adjusted to exclude the time spent on leave without pay. An employee on an unpaid leave of absence, other than Family and Medical Leave Act leave, must pay the premium for his/her health insurance (and dependent coverage, if applicable) to keep such coverage in force during the leave.
5. Unpaid leaves of absence shall not be granted to an employee for the purpose of engaging in political activity.

G. Personal Leave

Effective January 1, 2005, each bargaining unit member shall be entitled to three (3) days of absences per calendar year, with pay, for personal reasons. Such leave shall be deducted from sick leave and shall not accumulate from year to year. In order to be eligible to use personal leave, an employee must have at least a 48-hour sick leave balance and have completed their probationary period with the Employer. Employees are required to obtain approval from their supervisor to use personal leave in advance. Personal leave must be used in four hour increments.

H. Bereavement Leave

An employee may use sick leave for a reasonably necessary time, in no event to exceed five (5) days, for bereavement purposes for the death of a member of the employee's immediate family as defined in Section A of this Article. For funeral attendance purposes in the event of the death of a person who is not a member of the employee's immediate family, including other family members (e.g. aunts, uncles, niece/nephew and cousins of any degree) and friends, an employee may not use sick leave, but may use another type of leave such as vacation leave or compensatory time, if such leave is available to the employee.

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**ARTICLE 20
INSURANCE BENEFITS**

The Employer shall continue to provide employees with health insurance benefits under the group benefit plan generally provided to the employees of Delaware County and on the same terms and conditions on which those benefits are generally provided to employees of Delaware County. The Board of County Commissioners, in its sole discretion, may modify such benefits, the employers' share of the cost of such benefits, the terms and conditions on which such benefits are provided, the limitations and qualifications of such benefits, and/or the means by which such benefits are provided, so long as any such modifications are applicable generally to employees of Delaware County other than those covered by other labor contracts, as well as to the bargaining unit, or pay a greater percentage for the benefits than they are currently paying.

**ARTICLE 21
HOLIDAYS**

A. Full-time employees shall receive eight hours of straight time pay for the following holidays:

New Years Day	Labor Day
Martin Luther King Day	Independence Day
Washington-Lincoln Day	Veteran's Day
Memorial Day	Thanksgiving Day
Christmas Day	Day after Thanksgiving

Regular part-time employees shall be paid for the hours they are scheduled to work on holidays.

B. Full-time employees (and regular part-time employees if scheduled to work) shall receive four hours of straight time pay for the following holidays:

Little Brown Jug Day
Christmas Eve Day
New Year's Eve Day

C. If the holiday falls on a Saturday, the Friday immediately preceding shall be observed as holiday; if the holiday falls on a Sunday, the Monday immediately succeeding shall be observed.

D. An employee shall receive holiday pay rather than paid sick leave for any holiday which occurs when the employee is absent on sick leave.

E. If an employee's work week is other than Monday through Friday, the employee is entitled to holiday pay for any holidays observed on the employee's days off.

F. If an employee is required to work on a holiday, the employee shall receive holiday pay plus pay for time actually worked on the holiday. If the time actually worked on a holiday is not overtime, the employee's pay for the time worked shall be the employee's regular straight time rate. If the time actually worked on a holiday is overtime, the employee's pay for the time worked shall be one and one-half times the employee's regular rate.

**ARTICLE 22
LABOR-MANAGEMENT MEETINGS**

Regular L/M meetings will be held between the Employer and Union representatives to discuss matters of concern. Annually, the Parties will meet to develop a meeting calendar. Agenda items will be submitted by either party at least 48 hours in advance of such L/M meetings. In the event neither party has submitted an agenda item for discussion, the L/M meeting will be considered cancelled by mutual agreement between the Local Union President and the Employer. Such meetings shall be between not more than four (4) representatives of the Employer and not more than four (4) representatives of the Union.

**ARTICLE 23
WAGES**

A. The employee's wage rates shall be determined in accordance with the County's Compensation Management System. The county shall place new hires at either Grade G, F, or E, depending on their experience. If the merit budget is less than 2%, the parties will meet to discuss finances.

B. Employees who receive an associates, bachelors, or masters degree during their employment shall receive a one time bonus. Employees who are issued a LSW or LISW license during their employment shall also receive a one time bonus.

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Degree/License	Bonus
Associates	2% of annual salary
Bachelors	3% of annual salary
Masters	4% of annual salary
LSW	3% of annual salary
LISW	4% of annual salary

C. Employees who disagree with their evaluation may file a grievance at the Step 3 (Director's Step) of the grievance procedure. The Director's decision shall be final and binding on the employee and the union; therefore, evaluation grievances are not subject to the arbitration procedure of this contract. Employees whose written performance evaluations indicate that they are not performing at an acceptable level will not receive a pay increase. Employees will be re-evaluated after six months and if they are performing at an acceptable level, shall receive an increase in pay effective the date of the acceptable evaluation.

D. No employee will suffer a wage reduction as a result of the Employer's periodic wage review.

**ARTICLE 24
REIMBURSEMENTS**

A. Training Reimbursement:

Employees approved by the Employer to attend work-related classes, seminars, conferences, training sessions, or State sponsored programs shall not lose time or pay for attending such classes or events. The Employer agrees to pay all registration costs of all employees approved for such leave. The Employer shall also pay mileage as set forth in Section C of this Article.

B. Tuition Reimbursement:

Employees shall be eligible to participate in the County's Tuition Reimbursement Policy (see Appendix A - This policy may be updated during the term of this contract).

C. Mileage:

The Employer shall reimburse employees at the current County rate per mile for miles driven by an employee when the employee is required to drive his or her personal vehicle to transact County business.

D. Meals/Lodging:

In the event an employee is on approved business required by the Employer outside of Delaware County, then such employee shall be reimbursed for preapproved meals and lodging as follows:

1. Meals at a cost not to exceed per diem rate of \$7.50 for breakfast, \$10 for lunch, and \$15 for dinner.
2. For lodging, if the location is pre-approved by the Employer, the employee shall be reimbursed 100% of the cost of lodging and appropriate taxes. If the location is not pre-approved by the Employer, no reimbursement shall be made.

E. Parking:

Employees on approved County business shall be reimbursed for the necessary cost of parking upon presentation of a valid, dated receipt.

**ARTICLE 25
JOB DESCRIPTIONS**

A. The Employer shall furnish the Union with copies of job descriptions as soon as a review is completed.

B. If an employee believes that his/her job duties have changed materially, the employee may request that his/her supervisor review the job in question. The supervisor will meet with the employee and union representative to review the employee's current job duties. If the Employer determines that the duties have changed materially, it will refactor the job in question and adjust the job's placement on the wage chart accordingly. However, no employee's pay will be reduced as a result of this paragraph.

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ARTICLE 26
SCOPE AND SEVERABILITY

A. It being understood that the employees in the unit covered by this Agreement have prior to these negotiations been protected in certain ways by various Ohio statutes, resolutions, rules, ordinances and regulations and that the State law also impinged in many ways on the responsibilities of the Employer identified above, and it being clear that the purpose of the current law in Ohio is to waive the law regarding wages, hours and working conditions of public employees and to make such issues subject to negotiation as indicated in O.R.C. 4117.01 et seq; and that certain issues between the members of the unit, including their Union representatives, and the Employer may be resolved through the grievance procedure which shall be final and binding on the parties and shall eliminate the basis for such employees invoking any protective laws, rules or regulations except for those specifically stated in O. R. C. Sec. 4117.10 to be exceptions, accordingly, it is agreed and understood by and between the parties hereto that:

1. This Agreement supersedes all previous oral and written agreements between the Employer and the Union and between the Employer and any employee within the collective bargaining unit. The parties hereby agree that the relations between them shall be governed exclusively by the terms of this Agreement only and no prior agreement, oral or written, shall be controlling or in any way affect the relations between the parties or the wages, hours and working conditions of the employees covered by this Agreement.

2. It is also agreed that during the negotiations leading to the execution of this Agreement, the Union has had full opportunity to submit all items appropriate to collective bargaining and that the Union expressly waives the right to submit any additional item for negotiation during the term of this Agreement, irrespective of whether the item was or was not discussed during the course of negotiations leading to the execution of this Agreement. The specific provisions of this Agreement are the sole source of any rights which the Union or any member of the bargaining unit may charge the Employer has violated in raising a grievance.

B. In the event any of the provisions of this Agreement shall be declared illegal, the remainder of the Agreement shall remain in full force and effect and the parties shall meet to negotiate a new Article or Section to replace the illegal Article or Section.

C. It is understood that to the extent the Employer's action or ability to take action to comply with this Agreement is restricted or affected by law or authority granted to some other governmental office, department, or agency which is beyond the control of the Employer, the Union will save the Employer harmless from any claim by any employee or by the Union or any branch thereof as a result of any action taken by such other governmental office, department or agency.

ARTICLE 27
UNION SECURITY

A. The Employer, pursuant to O.R.C. 4117.09 (B)(2) shall deduct periodic dues, initiation fees and assessments of employees who choose to join the Union upon presentation of a signed and dated written authorization by the employee. Such authorization must be submitted at least two weeks prior to the payday at which it is to take effect. The deduction shall continue until the employee is terminated, transferred to a job classification outside of the bargaining unit, or written revocation in accordance to the check-off agreement. Written revocation must be received by the Association 30-45 days prior to the expiration of the collective bargaining agreement.

B. The Union shall notify the Employer in writing of any increase in the amount of dues to be deducted. Such increase shall be deducted in the next scheduled deduction period as long as at least two weeks notice is given.

C. Union dues deductions shall be deducted biweekly. The total amount of dues to be deducted will be submitted to the Comptroller of Ohio Council 8 AFSCME, 6800 North High Street, Worthington, Ohio 43085, within fifteen days following the deduction. An alphabetical listing shall accompany the remittance, indicating those employees paying dues.

D. The Union agrees to reimburse any employee for the amount of any dues deducted by the Employer and paid to the Union whenever the deduction is in excess of the proper deduction, and agrees to defend and to hold the Employer harmless from all claims of excessive or improper dues deduction.

E. The Employer agrees to provide the Union with a seniority list annually.

ARTICLE 28
APPLICATION OF CIVIL SERVICE LAWS

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A. Except as may be otherwise expressly provided in this Agreement, Ohio Civil Service laws and rules shall not apply to employees in the bargaining unit. However, provisions concerning the reporting of personnel action to the Ohio Department of Administrative Services regarding bargaining unit employees shall apply.

B. It is fully 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 the expressed matters covered by this Agreement.

**ARTICLE 29
INCLEMENT WEATHER DAYS**

Severely inclement weather may occasion the declaration of a weather emergency by the Delaware County BCC that includes the closing of County offices for all or a portion of the regular workday. Employees who are actually working (i.e. on the clock) during the time the emergency is declared, shall be compensated at their regular hourly rate for the period that offices are closed up to their regular eight hours.

Employees who are on vacation, sick leave, compensatory leave, or leave without pay will be charged with said leave without regard to the weather emergency and without regard to when their leave began. No leave balances will be adjusted to credit employees on leave with the emergency leave hours.

The exception shall be the situation where an employee has requested and been granted vacation or comp time because of inclement weather and Delaware County is subsequently closed due to the same inclement weather. In this case, the affected employee shall be permitted to rescind their vacation or comp request and be paid as per paragraph 1 of this Article for the portion of time the county offices are closed (i.e. If the county offices close at 11:00 a.m. then the employee may rescind their leave request for the remainder of the business day beginning at 11:00 a.m.).

The emergency hours will be considered active pay status for determining eligibility for overtime pay.

Employees shall be paid for all hours they are regularly scheduled and that the agency is closed because of calamity. Due to inclement weather, an employee may request of their supervisor immediate use of vacation leave or unpaid leave.

**ARTICLE 30
NON-DISCRIMINATION**

A. Neither the Employer nor the Union shall discriminate against any bargaining unit employee on the basis of age, sex, race, color, creed, national origin, handicap, sexual orientation, union affiliation or non-union affiliation.

B. The Employer agrees not to interfere with the rights of bargaining unit employees to become members of the Union and the Employer shall not discriminate, interfere, restrain or coerce any employee because of any legal employee activity in an official capacity on behalf of the Union, as long as that activity does not conflict with the terms of this Agreement or Chapter 4117 O.R.C.

C. The Union agrees not to interfere with the rights of employees to refrain or resign from membership in the Union and the Union shall not discriminate, interfere, restrain or coerce employee exercising the right to abstain from membership in the Union or from involvement in Union activities.

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

**ARTICLE 31
UNION REPRESENTATION**

The Employer may give the appropriate union representative reasonable amount of time to investigate and process grievances during working hours with no loss of pay upon notification and with the prior approval of the immediate supervisor. The Employer agrees to continue to permit the union to conduct meetings in the facility with prior approval of the Director or designee. The Union shall be permitted up to 15 minutes to make presentations to new hires during regular business hours.

**ARTICLE 32
ADR PROCEDURE**

Pursuant to Sections 4117.14(C) and 4117.14(E) of the Ohio Revised Code, the parties have established the following mutually agreed upon negotiations and dispute resolution procedure. This procedure supercedes the procedures listed in the Section 4117.14(C)(2)-(6) and any other procedure to the contrary.

In the event that agreement is not reached after full consideration of proposals and counterproposals, either party may declare impasse. If impasse is declared, the parties shall request the services of the Federal

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Mediation and Conciliation Service. Mediation shall occur at times and places mutually agreed to by the parties. If mediation is unsuccessful, the Union may exercise its right to strike pursuant to R.C. 4117.14(D)(2).

**ARTICLE 33
SUCCESSOR**

This Agreement shall be binding on any and all successors and assigns of the Employer, whether by sale, transfer, merger, acquisition, consolidation, or otherwise. The Employer shall make it a condition of transfer that the successor shall be bound by the terms of this Agreement and that the transfer is obligated to continue to employ all bargaining unit employees in accordance with the terms of this Agreement.

**ARTICLE 34
DURATION OF AGREEMENT**

A. The provisions of this Agreement establish certain rights and benefits for the Union and the employees which shall only be coextensive with the terms of this Agreement, and these rights and benefits shall cease and terminate upon the termination date of this Agreement.

B. This Agreement shall become effective January 1, 2011 and shall remain in full force and effect until 11:59 p.m. on December 31, 2013.

C. Either party may give written notice of its desire to terminate the Agreement or to modify or negotiate a successor contract no more than 120 days or less than 90 days before the expiration of this Agreement. If no such written notice is given, this Agreement will be renewed automatically for one year.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 10-1625

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS, SUPPLEMENTAL APPROPRIATIONS:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to approve the following:

Supplemental Appropriation

60111901-5370	Property & Casualty/Insurance Claims	\$ 150,000.00
40311421-5301	Dutcher Scott Ditch/professional Services	\$ 3,020.00
40311417-5301	Ruder Toot Ditch/professional Services	\$ 133.00

Transfer of Appropriation

From	To	
41411434-5410	41411434-5331	
2010 Jail Expansion/Buildings& Improv	2010 Jail Expansion/Freight	\$ 6,000.00
23111709-5365	23111711-5365	
Revolving Loan/Grant Related Services	Revolving-DCHIP/Grant Related Services	\$ 2,763.00

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

BUDGET DISCUSSION

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Stapleton

-On Tuesday Attended The (12 Commissioners) DKMM Meeting

-Attended The Railroad Task Force Meeting; People Who Are Dedicated Volunteers

Commissioner O'Brien

-On Tuesday Attended The (12 Commissioners) DKMM Meeting

-Due To DKMM Was Not Able To Attend 911 Board Meeting; Will Share Meeting Minutes When Available

Commissioner Thompson

-On Tuesday Attended The (12 Commissioners) DKMM Meeting

RESOLUTION NO. 10-1626

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR WORKFORCE INVESTMENT FOR JOB AND FAMILY SERVICES AND APPROVING A PURCHASE ORDER IN THE AMOUNT OF \$10,500.00:

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It was moved by Mr. O'Brien, seconded by Mr. Stapleton to approve the following:

Transfer of Appropriation

From	To	
22311611-5201	22311611-5450	
Workforce Investment Act/supplies	Workforce Investment/Equipment over 5,000	\$ 10,500.00

Further Be It Resolved, that the Commissioners approve a purchase order to MT Business Technologies in the amount of \$10,500.00.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 10-1627

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to adjourn into Executive Session at 10:40AM.

Vote On Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 10-1628

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 10:40AM.

Vote On Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 10-1629

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. O'Brien, seconded by Mr. Stapleton to adjourn the meeting.

Vote On Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

Ken O'Brien

Dennis Stapleton

Tommy Thompson

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Jennifer Walraven, Clerk to the Commissioners