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# FINAL AGREEMENT

BETWEEN

THE JEFFERSON COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES

AND

THE COMMUNICATIONS WORKERS OF AMERICA

10-MED-02-0086

APRIL 22, 2010 to APRIL 21, 2013

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## ARTICLE 1
## STATEMENT OF PURPOSE

**Section 1.** This agreement between the Jefferson County Department of Job and Family Services, hereinafter referred to as the "Employer," and the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union," has as its purpose the following:

1. to achieve and maintain a satisfactory and stable Employer/employee relationship;

2. to provide for the peaceful and equitable adjustment of differences which may arise;

3. to attract and retain qualified employees by providing those benefits compatible with the financial resources available;

4. to assure the effectiveness of service by providing an opportunity for employees to meet with the Employer to exchange views and opinions on policies and procedures affecting the conditions of employment;

5. to provide an opportunity for the Union and the Employer to negotiate wages, hours, terms and other conditions of employment for employees subject to the terms of the agreement; and

6. to provide for orderly, harmonious and cooperative employee/Employer relations in the interest, not only of the parties, but the citizens of Jefferson County.

Towards this end, the parties hereto agree to devote every effort to assure that the Employer and the Union members and officers will comply with the clear provisions of this agreement. This agreement pertains to employees within the bargaining unit as defined hereunder.

## ARTICLE 2
## RECOGNITION

**Section 1.** The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for purposes of negotiating wages, hours, terms and conditions of employment for all the employees in the bargaining unit, as provided for in Section 4117 of the Ohio Revised Code.

**Section 2.** The bargaining unit, for purposes of this agreement, shall include all full-time and part-time employees occupying the following classifications and series of classifications as identified in the most recent/current SERB Amended Certification, attached hereto as Appendix "C" and made part of this agreement.

Included:

Account Clerk 1
Account Clerk 2
Case Manager (Clerical)
Case Manager (Inv.)
Clerical Specialist 1
Clerical Specialist 2
Clerical Specialist 3
Clerical Specialist 4
Eligibility Case Control Reviewer
Eligibility/Referral Specialist 1
Eligibility/Referral Specialist 2
Investigator 1
Investigator 2
Maintenance Repair Worker
Social Service Worker 2
Training Officer 1
Unit Support Worker 2
Youth Leader 1, 2

**Section 3.** Employees excluded from the bargaining unit:

All management level employees, confidential employees, professional employees, seasonal and casual employees, and supervisors as defined in the Revised Code, including:

Administrative Assistant
Assistant Job and Family Services Director
Attorney
Case Manager/Investigator Supervisor 1
Case Manager/Investigator Supervisor 2
Clerical Supervisor
Job and Family Services Director
Eligibility Referral Supervisor 1
Eligibility Referral Supervisor 2
Fiscal Officer/Supervisor 1
Human Resources Officer (Payroll)
Human Resources Administrator
Maintenance Repair Supervisor
Program Administrator
Social Services Supervisor 1
Social Services Supervisor 2
Clerical Specialist (Confidential)

**Section 4.** All classifications, with noted exceptions, not specifically mentioned in Section 2 of this article as included in the bargaining unit at the time of the signing of this agreement shall be excluded from the bargaining unit. The Employer will advise the Union of any new classification title and the responsibilities of said classification, and agrees to meet with the Union regarding inclusion of any such new classification in the bargaining unit prior to implementation of such new classification. If the Union and the Employer are unable to agree whether said classification shall be included in the bargaining unit, the parties agree that a petition for clarification may then be filed by either party with the State Employment Relations Board, pursuant to their rules and regulations, solely to determine whether said classification shall be included in the bargaining unit. This section shall also apply to new classifications created as a result of job audits.

## ARTICLE 3
## DUES DEDUCTION

**Section 1.** The Employer and the Union agree that payroll deduction of Union dues is available to all employees occupying classifications as have been determined by this agreement to be appropriately within the bargaining unit, upon the employee's successful completion of the first ninety (90) days of the new hire probationary period.

**Section 2.** The Employer agrees to deduct regular Union membership dues, fees and assessments once each month from the pay of any employee eligible for the bargaining unit upon receiving written authorization signed individually and voluntarily by the employee. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will request the Auditor to deduct Union dues, fees and assessments from the payroll check for the first week of the next calendar month following the pay period in which the authorization was received by the Employer and in which Union dues are normally deducted. The Employer shall send all collected dues, fees and assessments to the designated Union location once a month.

**Section 3.** It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deductions of Union dues, fees and assessments, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

**Section 4.** The Employer shall be relieved from making such individual "check-off" deductions upon (a) termination of employment, or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work, or (d) an agreed unpaid leave of absence, or (e) revocation of the check-off authorization in accordance with its terms or the terms of this agreement.

**Section 5.** The Employer shall not be obligated to make dues, fees or assessment deductions from any employee who, during any dues month involved, shall have failed to receive sufficient wages to equal the dues, fees and assessments deductions.

**Section 6.** It is agreed that neither the employee nor the Union shall have a claim against the County for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction will normally be made by deducting the proper amount.

**Section 7.** The rate at which dues, fees and assessments are to be deducted shall be certified to the payroll clerk by the Comptroller of the Union during January of each year. One (1) month advance notice must be given to the payroll clerk prior to making any changes in an individual's dues, fees or assessment deduction.

**Section 8.** Each eligible employee's written authorization for dues, fees and assessment deduction shall be honored by the Employer for the duration of this agreement, unless the eligible employee certifies in writing by certified mail to the Employer and the Union that the check-off authorization has been revoked, at which point the dues, fees and assessment deduction will cease to be effective the pay period following the pay period in which the written deduction revocation was received by the Employer.

All dues, fees and assessment deductions, at the Employer's option, upon written notice by certified mail to the Union, may be cancelled upon the termination of the agreement.

**Section 9. Fair Share Fee.**

A. Membership in the Union shall be voluntary, and no employee shall be required to become or remain a member of the Union as a condition of employment with the Employer. However, all current bargaining unit employees who are not Union members, and all Union members who during the term of this agreement withdraw their membership, shall pay a fair share fee to the Union. New hire employees who choose not to join the Union shall pay a fair share fee to the Union commencing sixty (60) calendar days from their date of hire, or commencing at the conclusion of their probationary period, whichever is later.

B. Fair share fees shall be deducted automatically from paychecks of employees subject to said fees, without the necessity of prior written authorization. No fair share fees shall be deducted until such time as all employees, and the Employer, have been presented with a copy of the independent audit establishing the basis for the fair share fee. The Union must also provide for alternative fee payments to charitable funds by those conscientious objectors who are members of a bona fide religion or religious body which historically or by its tenets object to financial support of employee organizations.

C. Fair share fees shall be equal to dues paid by Union members in the prior agreement year, less any non-chargeable expenditures. Non-chargeable expenditures are those fees used to support partisan political activities, ideological and social causes, and any other activities not germane to the realm of collective bargaining. The Union must annually provide to all employees and the Employer a certification, from an independent auditor not otherwise employed by the Union, specifying the major categories of expenditures of the Union, and establishing the proportionate amount of chargeable and non-chargeable expenditures.

D. The challenge procedure referred to in Section 9 (B) of this article shall include appeal to an independent umpire appointed by the American Arbitration Association pursuant to the Association's "Rules for Impartial Determination of Union Fees," effective June 1, 1986. Challenges by fee payors must be affected within sixty (60) calendar days of initial imposition of the fee or any change in the fee. The Union shall provide for the escrow of any fees in dispute or otherwise ensure that the Union does not have use of funds in dispute while objections are resolved. All costs related to the challenge of disputed fees, except representational costs of the objector, shall be paid by the Union.

E. It is the intent of the parties that this article comply with state and federal law currently in existence or developed in the future.

F. It is specifically agreed that the Employer assumes no obligations, financial or otherwise, arising out of the provisions of this article, and the Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer hereunder.

## ARTICLE 4
## NON-DISCRIMINATION

**Section 1.** All references to employees in this agreement designate both sexes, and wherever the female gender is used, it shall be construed to include male and female employees.

**Section 2.** The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any legal employee activity in an official capacity on behalf of the Union.

**Section 3.** The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.

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

## ARTICLE 5
## UNION REPRESENTATION

**Section 1.** The Union agrees to provide the Employer, by letter from the Union headquarters, the names of the state officers and professional staff representatives who will normally service the bargaining unit.

The Employer agrees to permit two (2) state level Union representatives to the Employer's facilities and work sites during working hours upon advance notice to the Employer. Such visitation shall include, but not be limited to, participation in the adjustment of grievances and attendance at other meetings as permitted herein.

**Section 2.** The Union agrees to provide the Employer a list of local officers' names, addresses and positions held. The Union agrees to keep the list current.

**Section 3.** The Employer will recognize three (3) stewards and two (2) alternates at each facility (i.e., Job and Family Services, Children Services) to act in accordance with the provisions of this agreement. The Employer will recognize two (2) chief stewards in addition to the above stewards. The alternate stewards shall act only in the absence of a regular steward. The chief steward has the same meaning and privileges as the stewards and may act in their place during a steward's absence. In the event that the Job and Family Services and Children Services are combined into one (1) facility, the Union agrees to meet and discuss changes in the number of Representatives needed at that time.

**Section 4.** A steward involved in the investigation of a grievance or the representation of an employee at a grievance presentation or disciplinary conference will be permitted to leave his work and work area to represent the member, provided the steward has received prior approval from his supervisor, and provided the steward notifies her supervisor of her time of departure from and upon her return to the job. Approval will not be unreasonably withheld. The Employer will provide a log for this purpose.

If the meeting is scheduled during the steward's duty hours, the steward shall not suffer any loss of pay while attending the meeting.

**Section 5.** An employee shall not be permitted to function as a Union representative until the Union has presented the Employer with written certification of that person's selection.

**Section 6.** Rules governing the activity of Union representatives are as follows:

1. The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent authorized by the agreement.

2. The Union shall not conduct Union activities in any work area without notifying the supervisor in charge of that area of the nature of the Union activity.

3. The Union employee official shall cease unauthorized Union activities immediately upon the request of the supervisor of the area in which Union activity is occurring or upon the request of the steward's immediate supervisor.

**Section 7.** Elected Union delegates or alternates to the Union statewide conferences or conventions will be granted time off without pay to attend such meetings. Such time off shall be granted to no more than two (2) members and shall not exceed two (2) three (3) day periods. The employees shall provide the Employer with at least forty-five (45) calendar days notice.

**Section 8.** Any employee elected to a committee (CWA) shall be given time off without pay to attend scheduled meetings, provided a schedule of the regular meetings is provided to the Employer at least thirty (30) days in advance. Employees attending such Union functions may elect to use any appropriate earned leave if they so choose. The Employer reserves the right to limit or deny the granting of such leave, subject to work load and/or staffing requirements.

**Section 9.** The Union, through its stewards, will be permitted access to the Employer's copier only for matters pertaining to labor/management issues. The stewards shall go through the supervisor in charge of the copier to have copies made in accordance with this provision.

**Section 10.** The Employer may grant one (1) bargaining unit employee, designated by the Union as the Union President, unpaid leave for the purpose of performing necessary labor relations duties with other County agencies under the jurisdiction of the Communications Workers of America. Said agencies shall be limited to the Jefferson County Children Services Board, the Jefferson County Recorder, the Jefferson County Highway Department, the Jefferson County Dog Pound, and the Village of Mingo Junction. The designated employee shall provide the Employer with at least five (5) work days advance notice of such leave, when possible.

The parties agree that such time off shall be subject to work load/staffing levels of the affected employee/unit and not be unreasonably denied by the Employer or abused by the Union and/or the designated employee.

## ARTICLE 6
## UNION MEETINGS

**Section 1.** Meetings of the Union shall be permitted on the Job and Family Services Department property when such meetings are not held during the regularly scheduled hours of the participants on the day in question, and only when suitable arrangements can be made as to the security of the property.

**Section 2.** It is the Union's intent to notify the Employer at least forty-eight (48) hours in advance of such meetings as outlined in Section 1 of this article for scheduling purposes, except in the case of emergency. The notice shall contain the committee that will be meeting.

## ARTICLE 7
## BULLETIN BOARDS

**Section 1.** The Employer agrees to provide bulletin boards measuring at least twenty-four (24) by thirty-six (36) inches in the lunch room for the exclusive use of the Union.

**Section 2.** All Union notices which appear on the bulletin board shall be signed, posted and removed by the steward at the location. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's approval:

1. notice of Union recreational and social affairs;
2. notice of Union meetings;
3. notice of Union appointments;
4. notice of Union elections;
5. results of Union elections;
6. reports of non-political standing committees and independent non-political arms of the Union;
7. non-political publications, rulings or policies of the Union;
8. all other notices of any kind not covered in items 1 through 7 above must receive prior approval of the Employer or his designated representative.

**Section 3.** It is the Union's intent that no material shall contain anything political, libelous, scurrilous, or anything reflecting upon the Employer or any of its employees. In addition, the Union agrees not to post any material containing attacks on any employee organization, regardless of whether the organization has local membership.

**Section 4.** No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment, except on the bulletin boards designated for use by the Union.

**Section 5.** The Union may request immediate removal of any non-Union postings from Union bulletin boards.

**Section 6.** Allegations of violation of any provisions of this article shall be proper subject for discussion at the next labor/management meeting.

**Section 7.** It is the intent of the Union that postings which have served their purpose will be promptly removed.

## ARTICLE 8
## MANAGEMENT RIGHTS

**Section 1.** The Union shall recognize the right and authority of the Employer to administer the business of the agency, and in addition to other functions and responsibilities which are required by the law, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the agency, to promulgate reasonable rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to, the following:

A. To determine the functions and programs of the Employer;

B. To determine the standards of services to be delivered;

C. To determine the overall budget;

D. To determine how technology may be utilized to improve the Employer's operations;

E. To determine the Employer's organizational structure;

F. To direct, supervise, evaluate or hire employees;

G. To maintain and improve the efficiency and effectiveness of the Employer's operation;

H. To determine the overall methods, process, means, or personnel by which the Employer's operations are to be conducted;

I. To suspend, discipline, demote or discharge for just cause, or layoff, transfer, assign, schedule, promote, or retain employees;

J. To determine the adequacy of the work force;

K. To determine the overall mission of the Job and Family Services Department as a unit of government;

L. To effectively manage the work force; and

M. To take actions necessary to carry out the mission of the Employer as a governmental unit.

**Section 2.** The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement or ensuing agreements shall remain the function of the Employer.

## ARTICLE 9
## NO STRIKE/NO LOCKOUT

**Section 1.** Inasmuch as this agreement provides machinery for orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Jefferson County. Therefore, the Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, sympathy strike or any other interruption of operations or services of the Employer, by its members or other employees of the County, except as otherwise provided in Article 41, "Duration."

**Section 2.** The Employer agrees that neither it, its officers, agents, representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of the members of the Union.

## ARTICLE 10
## WORK RULES

**Section 1.** Work rules as defined in this section shall be those policies, procedures and directives which regulate conduct of employees in the performance of the Employer's services and programs. New and/or modified work rules formulated after the effective date of this agreement shall be reduced to writing and forwarded to the Union's chief steward and distributed to all affected bargaining unit employees fourteen (14) calendar days before implementation. Upon receiving a written request from the chief steward, the Employer shall give the Union an opportunity to discuss the new and/or modified work rules with the Employer prior to implementation. Such notification shall specify any/all objections, if applicable, the Union has to meet with the Employer on the new and/or modified work rules. The parties' inability to meet, however, will not invalidate any new or modified work rule.

**Section 2.** It is agreed and understood that the Employer should have the right to revise and/or initiate work rules with respect to the conduct of its employees. However, the Union and its members may grieve work rules on the basis of:

1. lack of uniform application of the work rule;

2. the work rule conflicts with the conditions of this agreement;

3. the work rule is discriminatory as outlined in this agreement.

**Section 3.** A copy of all existing work rules shall be provided to all employees when they begin employment with the Employer.

**Section 4.** The Employer agrees to update the Work Rules and provide a copy of said rules to the Union upon completion of the update.

## ARTICLE 11
## LABOR/MANAGEMENT MEETINGS

**Section 1.** In the interest of sound labor/management relations unless mutually agreed otherwise, once every quarter on a mutually agreeable day and time, the Employer or his designated representative, and not more than four (4) other members of management, shall meet with no more than five (5) employee representatives and one (1) non-employee representative of the Union, in order to promote a more harmonious labor/management relationship between the Union and the Employer. Additional representatives may attend by mutual agreement. Furthermore, it is agreed by both the Employer and the Union that additional meetings shall be held as often as is mutually agreed necessary.

**Section 2.** Agendas will be exchanged by both parties at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up in the meeting and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

1. discuss the administration of the agreement;

2. notify the Union of changes made or contemplated by the Employer or the County which effect bargaining unit members of the Union, including advising on new or combined classifications;

3. disseminate general information of interest to the parties;

4. give the Union representatives the opportunity to share the views of their members and/or make suggestions on subjects of interest to their members, including interpretations of the agreement where such discussion may prevent the necessity of filing a grievance; and

5. discuss ways to increase productivity and improve efficiency.

**Section 3.** Written responses reasonably requested by the Employer or the Union during such meetings in regard to items raised by either party who attended such meetings shall be furnished to the receiving party within ten (10) days after such meetings, unless the parties mutually agree to a time extension.

**Section 4.** It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall by convened as soon as feasible.

**Section 5.** Labor/management meetings are not intended as negotiation sessions to alter or amend the basic agreement.

**Section 6.** Bargaining unit employees representing the Union, as authorized by this agreement, in labor/management meetings shall be given sufficient time without loss of pay or benefits to attend these meetings, if held during working hours, provided operational needs do not require the employee's presence at the work site.
Should this type of conflict arise, the meeting will be rescheduled at the earliest possible date. The Employer shall not be required to pay employees for attending during their non-working hours.

## ARTICLE 12
## PERSONNEL FILES

**Section 1.** It is recognized by the parties that the Employer must prescribe regulations for the custody, use and preservation of the records, papers, books, documents and property pertaining to the County. However, to the extent that any records, papers, or other documents covering bargaining unit employees are not legitimately considered unavailable to review by such employees, every employee shall be allowed to review his or her personnel file at any reasonable time upon request. If any bargaining unit employee is involved in a grievance regarding a matter in which materials in their personnel file may be relevant, the affected employee's Union representative will be granted access to the employee's personnel file at reasonable times where such access is authorized, in advance, by the bargaining unit employee.

**Section 2.** If an employee, upon examining their personnel file, has reason to believe that there are inaccuracies in those documents contained therein, the employee may write a memorandum to the Director or his appropriate representative explaining the alleged inaccuracy. If, upon investigation, the Director or his designated representative sustains the employee's allegation, he shall remove the inaccurate material from the personnel file or correct the inaccuracy. If such material is not inaccurate, but the employee feels that clarification of circumstances surrounding the writing of such material is necessary, the employee may submit to the Director or his designated representative a written clarifying or explanatory memorandum. The Director or his representative will arrange to have such memorandum attached to the material to which it is directed and placed in the employee's personnel file.

**Section 3.** Except as otherwise provided in this article, and except for employees who have a need within the scope of their duties to see employee personnel files, such files shall not be available for review by anyone without prior, written authorization for such by the employee whose file or information therein is requested, subject to legal requirements on the Employer regarding public records.

**Section 4.** Personnel files shall contain the following:

A. Name, permanent address, current address, phone number and name of person to notify in case of emergency;

B. Job description, civil service title, and classification;

C. Copies of all personnel action forms;

D. The annual performance evaluations signed by the employee;

E. Statements of performance in any given particular cases (i.e., commendations, reprimand, etc.);

F. Documents and references for initial employment and psychiatric and medical reports;

G. Other items pertinent to a person's employment with the Employer, required by law, or agreed upon between the Employer and employee.

Employees will be given a copy of anything placed in their personnel files promptly except for routine personnel action forms and requests for sick leave, vacation and other leaves.

**Section 5.** The employee personnel file, kept in the Director's office, including automated records, shall constitute the only official documentation to be used by the Employer and/or agents of the Employer concerning the employee.

## ARTICLE 13
## HOURS AND OVERTIME

**Section 1.** The work week for all bargaining unit employees shall consist of five (5) consecutive work days (Monday through Friday) scheduled during the Employer's hours of operation. The work week shall total a minimum of forty (40) paid hours (including a one (1) hour paid lunch period) for employees who are in active pay status for the entire work week. Each work day shall include two (2) paid ten (10) minute rest periods, one approximately midway through each half of the work day.

**Section 2.** Hours worked outside of the work week, or in addition to it, shall be compensated at the rate of one and one-half (1 ½) times the employee's normal rate of pay per hour. For the purpose of calculating overtime, time spent on a paid approved leave, specifically a legal holiday, vacation, vacation leave used as a result of on-call obligations when the on-call duty extends past 11:30 p.m. the previous evening, and personal leave taken in the eight (8) hour increments, shall count as hours worked during the work week. Pre-scheduled medical appointments where sick leave is used and documented shall also be considered as hours worked for overtime computation. The one (1) hour paid lunch shall be considered as time worked for overtime computation.

**Section 3.** The Employer shall not arbitrarily alter an employee's work schedule to avoid the payment of overtime, nor shall the Employer alter or extend its hours of operation to avoid the payment of overtime.

**Section 4.** In the event of an emergency, as defined in Article 38 of this agreement, the Employer may alter, for the duration of the emergency, its hours of operation and the work schedules of bargaining unit employees.

The Employer shall, however, compensate at the appropriate overtime rate any bargaining unit employee who works more than forty (40) hours in any calendar week, which shall be defined as the period from 12:01 a.m. Sunday to 12:00 midnight the following Saturday.

**Section 5.** Any bargaining unit employee who works more than four (4) hours beyond his normal shift shall have a one (1) hour paid lunch period.

**Section 6.** Bargaining unit employees shall not be on duty or on call during their lunch and rest periods. They shall be free to leave the Employer's premises during these periods.

## ARTICLE 14
## ROTATION OF OVERTIME

**Section 1.** The Employer will rotate overtime opportunities among qualified full-time bargaining unit employees who normally perform the work that is being assigned for overtime.

**Section 2.** The Employer shall be the sole judge of the necessity for overtime. All overtime will be offered to employees in accordance with their unit seniority on a rotating basis, by use of the following method: The Employer shall assign overtime work to employees in order of seniority commencing with the most senior and proceeding to the least senior, and then repeating the process from the most senior to the least senior, etc.

**Section 3.** The first opportunity for overtime shall be given to employees within the same unit by use of the above seniority rotation method. In the further event that additional overtime workers are still needed, the next opportunity will be given to employees within the agency who, in the mutual opinion of the Employer and employee, possess the capabilities and qualifications necessary to perform the required overtime duties, by use of the above seniority rotation method.

**Section 4.** When all methods of filling overtime needs of the agency pursuant to this article have been exhausted by the Employer, and additional overtime workers are still needed, then employees shall be assigned to work such overtime beginning with the least senior employee in the affected work area, and progressing to the most senior employee in the affected work area, then beginning with the least senior person within the agency who possesses the capabilities and qualifications necessary to perform the required overtime duties, and progressing to the most senior employee.

**Section 5.** An overtime roster containing a record of each employee and the number and date of overtime hours worked shall be maintained by all supervisors at a central agency location. This roster will be updated daily and a copy of it will be posted in a conspicuous manner in a central agency location. The original roster will be kept in a secure location for review when necessary.

For purpose of this roster, employees will be credited with the actual number of overtime hours worked. An employee who is offered but refuses or is unavailable for overtime will be credited on the roster with the number of overtime hours refused.

Employees on sick leave, vacation or personal leave will be considered unavailable, but their unavailability will not be credited against them on the roster.

## ARTICLE 15
## VACANCY AND PROMOTIONS

**Section 1.** Whenever the Employer determines that a permanent vacancy exists within the bargaining unit, a notice of vacancy shall be posted on the employees' bulletin board for five (5) work days, not including the day of posting. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. The Employer shall not be obligated to consider any applications submitted after the posting date, or which do not meet the Employer's minimum qualifications for the job.

Prior to employment, potential employees applying for a position where a physical is required by the state will submit to an examination by a licensed physician.

In the event that the Employer provides the licensed physician for such physical examinations, the Employer shall assume all costs. If the Employer does not provide a licensed physician and requires the employee to take such physical examination, the Employer will reimburse the employee for such examination upon receipt of the completed medical report and the physician's statement of charges.

As a part of a new employee's orientation to the agency, a promoted employee's orientation to a new position, or lateral transfer as described in Article 15, the Employer shall provide comprehensive training, including but not limited to, the following:

1. Agency policies concerning record keeping and confidentiality;

2. Agency guidelines including preferred dictation format and time frames; and

3. Orientation to agency forms and their whereabouts.

**Section 2.** The position posting notice shall state the following:

1. classification title;
2. pay range;
3. unit and administrator;
4. position description;
5. minimum qualifications;
6. person to contact if interested;
7. deadline for submitting application.

The Employer shall have a copy of the posting notice to the Union chief steward on the first day of the posting.

**Section 3.** Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position pending the Employer's determination to fill the vacancy on a permanent basis, pursuant to Article 16, "Temporary Assignment and Pay."

**Section 4.** All timely-filed applications shall be reviewed considering the following criteria: seniority, ability to meet minimum qualifications and education requirements, previous job performance, and disciplinary record.

Instructional Memos may be provided by supervisors to document that specific training or consultation has been provided on information or techniques an employee needs to know to do a job or improve performance. The Instructional Memo is provided to the employee and a copy is maintained by the supervisor as a reference for monitoring the employee's progress and development of job skills. Instructional Memos do not become part of the employee's personnel file. An "Instructional Memo" is not a form of disciplinary action and therefore may not be appealed through the grievance procedure contained herein.

**Section 5.** The Employer shall give first consideration or review to those timely-filed applications of employees who are in the same classification of the vacant position and are, therefore, requesting transfers to the vacant position. Further, the Employer shall give first consideration or review to those timely-filed applications of employees who are in the same pay range of their current position and are, therefore, requesting a lateral transfer to the vacated position. Employees shall only be permitted one (1) lateral transfer during a one (1) year period, beginning the first day the employee is awarded the initial lateral transfer. In the event a vacant position is filled by a lateral transfer, the position from where the employee moved from will become the vacant position, and the original notice of vacancy (posting) shall be utilized. Thereafter, bargaining unit employees who submit a bid on the vacancy shall be considered and reviewed prior to filling the vacancy from outside the agency.

**Section 6.** A promotion is defined as the transfer of an employee to a position within the bargaining unit which carries a higher salary range than that previously held. The promoted employee shall be placed in a step which allows at least four percent (4%) pay increase.

**Section 7.** The position shall be awarded to the individual whom the Employer determines best meets the criteria outlined in Section 4. If any employee is selected, she shall be compensated at the appropriate rate on the first day she is assigned the new job title.

**Section 8.** Employees who are absent for the entire posting period for a promotional opportunity due to vacation, approved sick leave, or approved leave of absence shall be deemed to have submitted an automatic bid in absentia for the position, and shall be considered along with other applicants on the basis of the criteria set forth in Section 4.

In the event an absent employee is awarded a promotion under the conditions set forth in this section, the Employer may assign the next qualified applicant or employee to the vacancy, pending the return of the employee who has been awarded the position on a permanent basis.

**Section 9.** The parties agree, for purposes of this article, an original appointment shall be defined as a position(s) in which a new employee is hired into the agency. An original appointment would exist when:

A. No bargaining unit employee submits a bid on a declared vacancy, and/or

B. No bargaining unit employee who submits a bid is deemed qualified for the vacancy.

When an original appointment exists, the Employer shall fill the vacancy from an established eligibility list for the classification of the vacancy, if such is available. Such eligibility list shall contain the names of all persons who have successfully passed the examination. The examining agency shall provide a copy to the Employer of the complete list of persons who have passed the examination. Selection shall be made from the persons appearing on the eligibility list. If no eligibility list exists or no eligible applicant is qualified, the Employer may hire any outside qualified applicant.

An employee hired after November 1, 2000, who does not take/pass the applicable examination, if given, during the first six (6) months, or when applicable nine (9) months of employment, shall be subject to removal.

**Section 10.** Individuals employed after April 22, 2007, shall remain in the original position for a period of at least two (2) years beginning the first day of their employment. Nothing contained herein shall be interpreted as negotiating the applicable provisions of Article 17, Probationary Periods.

## ARTICLE 16
## TEMPORARY ASSIGNMENT AND PAY

**Section 1.** The Employer may temporarily assign employees to other classifications within the unit based on the needs of the department in instances such as absenteeism, replacement for short term leaves of absence, and short term need for additional manpower. Employees so appointed to a higher classification will receive the rate of pay for such higher classification for all hours worked in that classification. Those assigned a lower classification will receive no less than their normal rate of pay for all hours assigned.

**Section 2.** Temporary assignments made to fill vacancies pending permanent filling of such vacancies will not normally exceed one thirty (30) day term. Extensions may only be based on unavailability of qualified applicants.

**Section 3.** Temporary assignments replacing persons on long term leaves of absence (thirty [30] days or more) may continue until thirty (30) days beyond expiration of said leave, pending the

decision to permanently replace a severed employee. Such temporary assignments due to long term leaves of absence shall be made based on the procedures set forth in Article 15, "Vacancy and Promotions."

## ARTICLE 17
## PROBATIONARY PERIODS

**Section 1.** Every newly hired full-time employee of the bargaining unit will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee received compensation from the Employer and shall be for a period of up to one hundred and eighty (180) calendar days. Upon mutual agreement between the Employer and the Union, the probationary period may be extended ninety (90) calendar days. Prior to the ninety (90) day extension, the optional third evaluation shall be completed. Said employee may not apply or bid to any declared vacancy until they successfully complete their individual new hire probationary period. If the employee's services are found unsatisfactory, she may be removed at any time during this period and shall have no appeal over such removal through the grievance procedure contained herein. Whenever an employee is given a probationary removal, a written statement of the reasons for such removal, signed by the Employer, shall be given to the employee.

Evaluations of a newly hired employee shall be based on the following schedule:

| | |
|---|---|
| 1st Evaluation | Between the sixtieth (60th) and seventieth (70th) day following the first day following employment/compensation. |
| 2nd Evaluation | Between the fiftieth (50th) and sixtieth (60th) day following the first evaluation. |
| Optional 3rd Evaluation | During the ten (10) to fifteen (15) day period prior to the expiration of the one hundred eighty (180) day probationary period. |

**Section 2.** Any employee who has been awarded a vacant position, pursuant to Article 15 herein, will be required to successfully complete a probationary period in the new position. A promotional probationary period shall begin on the effective date of the appointment and shall continue for a period of one hundred and twenty (120) calendar days. Further, the probationary period for position(s) of equal and/or lower pay shall be ninety (90) calendar days. An employee who evidences unsatisfactory performance in the new position may be returned to her former classification any time during the probationary period.

The probationary period shall begin on the day the promoted employee actually performs the duties of the new position, and employees shall be informed of the mid-point of the probationary period at that time, subject to the extension herein, if applicable.

Any probationary employee who has lost work time due to illness, injury, vacation leave of more than five (5) consecutive work days, or an unpaid leave of absence, shall have her probationary period extended by the length of time lost. Said extension shall be computed on a day for day basis, that is, for each day absent, the probationary period shall be extended an additional day.

**Section 3.** Probationary and annual evaluations shall be subject to the Grievance Procedure, up to and including Step 3 (Director's Step) only. In the event the final result of Step 3 of the Grievance Procedure, as set forth in this section, is adverse to the employee, the employee will be permitted to submit a written rebuttal to the Step 3 decision for inclusion in his personnel file.

**Section 4.** An employee failing to successfully complete her probationary period shall be returned to her former position. In the event the promoted employee's former position has been posted or filled, the employee who was awarded the vacant position shall also be returned to her former position. Should any of these removals affect a newly hired employee, said employee shall be terminated in accordance with Section 1 Herein.

An employee may voluntarily return to her former position during the first sixty (60) calendar day period of the promotional probationary period, or during the first thirty (30) calendar day period of the other probationary periods, described in Section 2 herein, provided a written request is submitted by the employee to her immediate supervisor.

## ARTICLE 18
## GRIEVANCE PROCEDURE

**Section 1.** The term "grievance" shall mean an allegation by a bargaining unit employee(s) that there has been a breach, misinterpretation, or improper application of this agreement. It is not intended that the grievance procedure be used to effect changes in the articles of this agreement.

**Section 2.** A grievance may be brought by any bargaining unit employee. Grievances that affect more than one (1) employee may be filed as a group grievance. Where a group of bargaining unit members desire to file a grievance involving a situation affecting each member, one (1) member selected by such group will process the grievance. When a group grievance is filed, the grievance shall identify all bargaining unit employees alleged to be affected by the resolution of the grievance. In the event it is discovered additional employee(s) may be affected by the resolution of the grievance, said employee(s) shall be determined by mutual agreement between the parties.

**Section 3.** All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of management's answer at the last completed step.

If the supervisor and the department head are one and the same, the employee may proceed to the next step. "Immediate supervisor," for purposes of this article, means the person who is lowest in line of authority over the grievant and who is not a member of the bargaining unit. Grievances involving suspension or discharge may be initiated at the Director's step. In certain instances, the

Director and the Union may mutually agree, in writing, to skip or bypass certain steps of the procedure described in Section 5.

Any grievance not answered by management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.

**Section 4.** The written grievance shall be submitted on the grievance form attached as Appendix B, and shall contain the following information:

A. aggrieved employee's name and signature;

B. aggrieved employee's classification;

C. date and time grievance was first discussed;

D. date grievance was filed in writing;

E. date and time grievance occurred;

F. where grievance occurred;

G. description of incident giving rise to the grievance;

H. articles and sections of agreement violated; and

I. resolution requested.

It is understood that the Employer shall not be obligated to process or accept a grievance if any of the above referenced items are incomplete. Should a grievance be rejected on this basis, the employee must re-submit the grievance within the time period herein or that grievance shall be considered untimely.

**Section 5.** Each grievance shall be processed in the following manner:

**Informal Step**

An employee having a grievance will first bring that complaint verbally, within ten (10) working days of the incident giving rise to the grievance or the employee's reasonable knowledge of the incident, to the attention of the employee's supervisor. The supervisor shall discuss the grievance with the employee and within two (2) work days of their discussion respond to the employee with an answer.

**Step 1 - Immediate Supervisor**

If the grievance is not resolved in the Informal Step, the employee, with the appropriate Union steward, if the employee desires, shall reduce the grievance to writing and shall, within five (5) work days from the response given to the employee in the Informal Step, refer the grievance to the employee's supervisor. In the event of an approved paid absence by the employee during this initial five (5) day period, the time frame will be extended on a day-to-day basis to a maximum of fifteen (15) additional work days. The supervisor shall, within five (5) work days, schedule and meet with the aggrieved employee and the appropriate Union steward, subject to the availability of the affected individuals. The supervisor shall investigate the grievance and provide the aggrieved employee and the Union steward with a written response within five (5) work days following the meeting date.

**Step 2 - Division Administrator/Designee**

Should the grievant not be satisfied with the written response he received at Step 1, the employee may process the grievance to Step 2 of the procedure. The grievant must present the grievance to the department head within five (5) work days following the reply at Step 1. It shall be the responsibility of the department head to investigate, schedule, and meet with the grievant and his Union steward, if the employee desires, within five (5) work days from the date the grievance was submitted at this step, subject to the availability of the affected individuals. The department head shall provide a written answer to the grievant within the five (5) work days following the day on which the department head held the meeting with the greivant.

**Step 3 - Director**

The employee may process the grievance to the Director and/or his designee within five (5) work days after receiving the Step 2 reply. The Director and/or his designee shall have ten (10) work days in which to schedule and meet with the aggrieved employee and her Union representative or chief steward, if the employee desires, subject to the availability of the affected individuals. He shall investigate and attempt to adjust the matter and shall respond to the grievant and chief steward with a written answer within five (5) working days following the meeting.

**Step 4 - Arbitration**

Should a grievant, after receiving the written answer to her grievance at Step 3 of the Grievance Procedure, still feel that the grievance has not been resolved to her satisfaction, she may, through the Union, request that it be heard before an arbitrator. The Union must make written application to the Director for arbitration within twenty (20) working days of the receipt of the written answer from the Director at Step 3, and it is understood that the Union shall make the determination as to whether to arbitrate the grievance. Any grievance not submitted within such time period shall be deemed settled on the basis of the last answer given by the Employer.

Upon receipt of a request for arbitration, the Employer or his designee and the representative of the Union shall, within ten (10) working days following the request for arbitration, jointly agree to request a list of seven (7) impartial arbitrators from the Federal Mediation and Conciliation Service. Any request for arbitration or notice of intent to arbitrate, which is not actively pursued by the Union for a period of thirty (30) calendar days or more following the ten (10) work day period herein, without a mutual agreement by the parties to extend such period, shall cause the grievance to be considered resolved based upon the Employer's last answer. The parties shall agree on a submission agreement outlining the specific issues to be determined by the arbitrator prior to requesting the list. Upon receipt of the list of seven (7) arbitrators, the parties shall meet to select an arbitrator within ten (10) working days from the date the list is received. The parties shall use the alternate strike method from the list of seven (7) arbitrators submitted to the parties by the Federal Mediation and Conciliation Service. One party shall be the first to strike a name from the list, then the other party shall strike a name, and alternate in this manner until one name remains on the list. The Union shall be the first to strike a name from the list for the first grievance, the Employer shall strike first on the second grievance, and the parties will alternate in a like manner from then on. The remaining name shall be designated as the arbitrator to hear the dispute in question. Each party shall have the option to completely reject the list of names provided by the Federal Mediation and Conciliation Service once only and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those specific articles and/or sections of this agreement in question. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provision of this agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to her or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issue in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated, or to make any award based on rights arising under any previous agreement, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this agreement. In cases of discharge or of suspension, the arbitrator shall have the authority to recommend modification of said discipline. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date the grievance was presented to the Employer in Step 1 of the grievance procedure.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the

arbitrator's jurisdiction. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator, on the same day.

The decision of the arbitrator shall be binding on all parties. Any cost involved in obtaining the list of arbitrators shall be shared by both parties. All costs directly related to the services of the arbitrator shall be paid by the losing party.

Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reports shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

**Section 6.** When an employee covered by this agreement represents herself in a grievance, no settlement shall be in conflict with any provisions of this agreement. The Union shall have the right to be present at the adjustment meeting. Otherwise, an employee may choose one (1) other employee, which shall be a Union steward, to accompany him in Step 1 and through Step 3 of this procedure. In addition to the Union steward's attendance at Step 3, the grievant may have a professional staff representative present.

## ARTICLE 19
## CORRECTIVE ACTION

**Section 1.** No employee shall, for disciplinary reasons, be reduced in pay or position, suspended, discharged or removed except for just cause. Further, no other form of disciplinary action will be taken against any employee except for just cause. In those cases where specific corrective action becomes necessary, the disciplinary measures taken should have a constructive effect.

Disciplinary action will be taken for the sole purpose of correcting the offending employees and problem situations and maintaining discipline and morale among other employees

**Section 2.** Progressive corrective action is the responsibility of the Employer, however, corrective actions must be based on good cause, be uniformly applied, and be consistent with this agreement. Disciplinary action shall include only the following:

A. Verbal reprimand;

B. Written reprimand;

C. Suspension;

D. Reduction in pay or position;

E. Discharge.

While it is the intent of the Employer to follow the steps of progressive discipline, on occasion it may be necessary to skip one or more steps if the actions of the employee amount to gross/serious misconduct warranting more severe disciplinary action. In such cases the employee will be informed in writing of the reason(s) for the skipping of a step(s) in progressive action.

If the Employer has reason to discipline an employee, it shall be done in a private businesslike manner in order to avoid embarrassing the employee before other employees or the public, and shall be kept confidential.

**Section 3.** When any disciplinary action more severe than a verbal reprimand is intended, the Employer shall, before or at the time such action is taken, notify the employee in writing of the specific reason(s) for such action.

The Employer will give a copy of the written corrective action to the affected employee and, with the consent of the affected employee, a copy to the Union's chief steward.

**Section 4.** Employees shall be informed if a meeting or conference with a supervisor is of a disciplinary nature. If it is, the employee may have her Union steward attend with her.

**Section 5.** Disciplinary action shall be taken by the Employer no later than thirty (30) work days from the date the alleged offense occurred, or thirty (30) work days from the date of the Employer's knowledge of the alleged offense.

Nothing will prohibit the parties from mutually agreeing to extend the above- referenced time period on a case-by-case basis.

In the event the employee in question is in no-work status for more than five (5) work days during the thirty (30) work day period described herein, the thirty (30) work day period shall be extended by the length of time lost. Such extension shall be computed on a day-for-day basis; that is, for each day absent, the thirty (30) work day period shall be extended an additional day.

**Section 6.** Whenever the Employer determines that an employee may be disciplined by suspension of any nature, reduction or termination, a pre-disciplinary conference will be scheduled to give the employee an opportunity to be heard regarding the alleged charge(s) of misconduct. Regulations regarding the pre-disciplinary conference are as follows:

A. The Director or his designated representative shall serve the affected employee with written notification of pending suspension, reduction or discharge. Such notification shall cite the charges against him and evidence upon which the charges are based.

B. The conference shall take place before a neutral and detached person not involved in any of the events giving rise to the proposed corrective action.

C. The conference will occur as soon as possible but not less than forty-eight (48) hours, unless otherwise mutually agreed, from notification provided for in Part A of this section.

D. The employee may waive the opportunity to attend the conference.

E. At the conference the employee may be accompanied by a representative of her choice. The employee, with the assistance of her representative, shall be afforded a fair and full opportunity to be heard in opposition to the charges against her, including the right to present any testimony, witnesses, or documents which support the employee's position. The employee or her representative will be permitted to confront and cross-examine any witnesses.

F. Employee witnesses attending the conference during their normal working hours will suffer no loss of pay or benefits for such attendance.

G. Testimony at the conference may be recorded by either party.

H. A full written report will be prepared by the neutral hearing officer concluding as to whether or not the alleged conduct occurred. The Employer will decide what discipline, if any, is appropriate. A copy of the neutral administrator's report will be provided to the Employer and the employee on the same date, within five (5) days following its preparation.

I. Should the circumstances warrant immediate action on behalf of the Employer, the employee shall be suspended with pay, and the pre-disciplinary conference shall not be scheduled within the first twenty-four (24) hours, but shall be held within seventy-two (72) hours, unless otherwise mutually agreed.

**Section 7.** Records of verbal and written reprimands shall cease to have force and effect and be removed from active personnel files twelve (12) months after the effective date of such corrective action, providing there has been no intervening corrective action taken during this time period. All records of other disciplinary action shall cease to have force and effect and shall not be considered in any future discipline matters eighteen (18) months after their effective date, providing there have been no intervening disciplinary actions taken during that time period.

**Section 8.** Verbal and written reprimands are subject to appeal through the grievance procedure, including third party adjudication, as provided herein. All other disciplinary actions may also be appealed through the grievance procedure and shall be initiated at Step 2 of the grievance procedure.

## ARTICLE 20
## HEALTH AND SAFETY

**Section 1.** Occupational safety and health is the mutual concern of the Union and the Employer. The Union agrees to cooperate with the Employer in maintaining safe working facilities, vehicles, tools, and equipment in conformance with adopted standards and safety rules.

**Section 2.** The Employer agrees to furnish appropriate protective clothing and equipment necessary for the performance of assigned work. Such protective equipment and clothing will be that normally recommended for use with a particular substance or piece of machinery.

Nothing contained herein shall preclude the Employer from attempting to reduce safety hazards to an acceptable level through work place engineering and work practice control(s). The equipment provided under this article must meet the requirements of OSHA and agencies referred to by OSHA (e.g., ANSI, MSHA, NIOSH). Failure to utilize or wear safety equipment and/or protective clothing shall subject the offending employee to disciplinary action.

**Section 3.** The Employer shall maintain appropriate first aid kits and necessary safety equipment at all work facilities and in all vehicles.

All employees agree to accept responsibility for the care and security of safety equipment issued. Further, the employee accepts the responsibility to maintain his tools, equipment, supplies, and work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer.

**Section 4.** All employees are to report all unsafe conditions and/or vehicles to the supervisor in charge of the affected area as soon as possible. The report shall be submitted, in writing, on a Safety Reporting Form provided by the Employer. The supervisor shall investigate the complaint with the Safety Officer designated by the Director. The Employer shall respond to the complaint no later than three (3) days following the date of receipt, subject to the availability of the Safety Officer.

**Section 5.** An employee acting in good faith has the right to refuse to work under conditions he reasonably believes present and imminent danger of death or serious harm to himself or others, provided that such conditions are not such as normally exist or might reasonably be expected to occur in his position. Any incident of work refusal shall immediately be reported to and investigated by the Safety Officer and the Safety Committee, who will advise the Employer whether they believe any corrective action may be necessary which may eliminate or reduce the potential danger or hazard. The recommendations of the Safety Officer and Safety Committee are advisory only, and shall not prevent the employee(s) from filing a safety complaint or grievance.

**Section 6.** Employee exposure records (Environmental Monitoring and Material Safety Data Sheets) and accident reports shall be made available to the employee who is the subject of the record, or to his designated representative. Employee medical records, including biological monitoring, shall be made available to the employee and to his designated representative upon tendering to the Employer a signed written consent form from the employee who is the subject of the record.

**Section 7.** The Union recognizes the Director's primary responsibility for determination of need, priority, and the allocation of funds to the Safety Program.

**Section 8.** The Safety Committee shall consist of the Department's Safety Officer, two (2) non-bargaining unit employees, and no more than three (3) bargaining unit employees appointed by the Union. Bargaining and non-bargaining unit appointees shall serve on the Committee for a one (1) calendar year term, with the second six (6) month period at the option of the individual employee. In the event the employee decides not to serve the second six (6) month period, he

shall notify the Safety Committee no later than the fifth (5th) month of the first turn so a replacement may be appointed. The Union shall provide to the Employer a list of its appointees for each agreement year not less than one (1) month prior to the anniversary date of this agreement.

It is understood that the committee is a fact finding and communication vehicle only. The responsibilities of the Committee are as follows:

1. Review all outstanding health and safety complaints and make recommendations for corrective action.

2. Review all incident reports of work related incidents and/or accidents which involve damage to equipment or vehicles and/or injury of employees or others. The Committee shall not have the authority to determine whether safety violations have occurred or to recommend discipline.

3. The Committee shall immediately convene upon notice of a work refusal and shall perform the functions stated in Section 5 herein.

4. Make recommendations regarding safety training programs and amendments, modifications, or additions to the Department's Safety Manual, and the safety of equipment to be purchased.

5. Make such recommendations as they deem necessary regarding safe work practices and methods, equipment, tools, and facilities, including health and safety education, first aid, defensive driving, CPR, and other programs to enhance the safety of others and service to the citizens of Jefferson County.

The Committee's responsibility in general is to monitor the Department's safety program. The Employer's responsibility is to coordinate their efforts and monitor compliance with Occupational Safety and Health Administration requirements.

**Section 9.** Any employee seeking remedy before any other agency on a safety or health complaint shall not be eligible to have his grievance heard before an arbitrator under the terms of this agreement. The Union shall be bound to follow the redress procedure elected by the employee.

## ARTICLE 21
## LAYOFF AND RECALL

**Section 1.** In case of any layoff of bargaining unit employees is anticipated, the Employer shall notify the Union of the impending layoff at least thirty (30) calendar days in advance of the layoff. The Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees.

**Section 2.** The Employer may layoff employees due to lack of work, lack of funds, job abolishment, or reorganization. Affected employees shall receive notice of any layoff fourteen (14) calendar days prior to the effective day of layoff.

**Section 3.** The Employer shall determine in which classifications layoffs will occur and layoffs of bargaining unit employees will be by classification within the affected work section. Employees shall be laid off within each classification in the work section in order of agency seniority, beginning with the least senior and progressing to the most senior up to the number of employees that are to be laid off.

**Section 4.** If layoffs are deemed necessary, layoffs shall be conducted as follows:

A. An employee(s) in the affected classification(s) may volunteer to be placed on layoff. Should this occur, said employee(s) shall not be permitted to displace or "bump" employees in any other classification. The Employer shall not contest the employee's unemployment compensation claim. Further, employees who volunteer for layoff may only be recalled to vacancies which occur in the classification from which they are laid off.

B. In the event no employee(s) volunteer and/or if additional layoffs are necessary, the least senior employee(s) in the classification affected shall be laid off.

C. The Employer shall not layoff any bargaining unit employees while retaining any seasonal, intermittent, temporary, or casual employees, or any part-time employees excluded from the bargaining unit because they work too few hours. The Employer shall not utilize any Work Program participants, Senior Employment Program participants, or other such personnel while any bargaining unit employee is laid off, to do or assist in doing any function normally done by members of the bargaining unit.

**Section 5.**

A. Any employee receiving a notice of layoff shall have up to five (5) work days following the receipt of such notice in which to exercise his right to displace or "bump" the least senior employee in the same classification in any other unit in the agency.

B. If unable to bump in accordance with "A" herein, the affected employee may bump the least senior employee in the same pay range in any other bargaining unit classification in the agency, provided he does possess the skill, ability and qualifications to perform the work without further training in excess of basic familiarization with the job duties of the position.

C. If unable to bump in accordance with "A" or "B" herein, the affected employee may displace the least senior employee in any classification in the agency in a lower pay range, provided he does possess the skill, ability and qualifications to perform the work without further training in excess of basic familiarization with the job duties of the position.

D. Any employee who is bumped from his position shall have up to five (5) work days to exercise his bumping rights in a similar manner. Further, at any point in this displacement procedure, an affected employee may elect to be placed on voluntary layoff status subject to the provisions of Section 4 (A) herein.

**Section 6.** The Employer agrees to pay to employees laid off under this agreement one hundred percent (100%) of any unused vacation leave time accumulated by the laid off employee. This payment shall be made within thirty (30) days of the laid off employee's last working day.

**Section 7.** Employees laid off shall retain their recall rights according to the following schedule based on agency seniority:

4 months but less than 8 years of service - 1 year recall;
8 years but less than 15 years of service - 18 months recall;
15 years but less than 25 years of service - 24 months recall;
25 years or more - 30 months recall.

**Section 8.** Any employee who is on layoff status shall be deemed to have submitted an automatic bid in absentia for any vacancy that occurs within the agency while the employee retains recall rights.

**Section 9.** When employees are laid off, the Employer shall create a recall list for each affected classification. The Employer shall recall employees from layoff within each classification as deemed necessary, beginning with the most senior employee in the classification and progressing to the least senior employee up to the desired number of employees.

A laid off employee(s) may refuse recall to any lower paying classification as compared to their original classification. (Original classification shall be defined, for purposes of this article, as the classification an employee held permanently at the time the original layoff occurred.)

**Section 10.** Notice of recall from a layoff shall be sent to the employee by registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligation by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee. The recalled employee shall have up to ten (10) calendar days following the receipt of the recall notice to return to work unless the Employer agrees to an alternate date for the employee to return to work.

## ARTICLE 22
## SENIORITY

**Section 1.** Except as may be otherwise indicated in this agreement, seniority shall mean continuous length of service of an employee with the Employer where no break in service occurs.

**Section 2.** An employee who has a separation from service, which includes but is not limited to, a resignation, removal, failure to return from an authorized leave of absence, or disability separation, shall be considered to have had a "break in service." The following do not constitute a break in service, and therefore count towards an employee's total length of uninterrupted service:

1. any separation of service lasting thirty (30) days or less;

2. authorized leave of absence from which the employee returns;

3. vacation, sick leave, or any other time an employee is in active pay status;

4. military leave;

5. layoff followed by recall within a period of one (1) calendar year.

An employee who is separated from employment and is later reinstated shall not be deemed to have had a break in service. An employee who is rehired within one (1) year shall not be deemed to have had a break in service. The time the employee was separated from service shall not be counted towards the calculation of continuous service.

**Section 3.** The Employer shall prepare and maintain seniority lists of employees. Such lists shall be provided annually to the Union chief steward and shall indicate the name, seniority date, and current classification of bargaining unit employees. Such list will be provided within thirty (30) days of the signing of this agreement. Employees shall have thirty (30) days to inform the Employer of any purported errors on such list.

**Section 4.** In the event two (2) employees have identical last dates of hire, the employee who has the lowest last four (4) digits in his social security number shall be deemed the most senior employee.

## ARTICLE 23
## SICK LEAVE

**Section 1.** Bargaining unit employees shall earn sick leave credit at the rate of four (4.0) hours for each eighty (80) hours in paid status (thirteen (13) days per year).

**Section 2.** Sick leave used by an employee shall be charged in minimum units of one-half (½) hour.

**Section 3.** An employee who is unable to report for work, and who is not on a previously approved day of leave, shall be responsible for notifying the immediate supervisor of his absence within one-half (½) hour after the time the employee is scheduled to report to work.

**Section 4.** The Employer may require an employee to furnish a satisfactory written, signed statement to justify the use of sick leave. If professional medical attention is required by the employee or member of the employee's immediate family, a certificate from a licensed physician, stating the nature of the condition, may be required by the Employer to justify the use of sick leave. Falsification of either the signed statement or a physician's certificate shall be grounds for disciplinary action which may include dismissal.

**Section 5.** If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave.

**Section 6.** Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

1. Illness or injury of the employee or a member of her immediate family.

2. Death of a member of her immediate family (sick leave usage limited to a maximum of five [5] working days per death).

3. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or when, through exposure to a contagious disease, the presence of the employee at her job would jeopardize the health of others.

4. Pregnancy and/or childbirth and other conditions related thereto.

Immediate family is defined as: grandparents, brother, sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, father-in-law, mother, mother-in-law, spouse, child, grandchild, a legal guardian, or other person who stands in place of a parent (loco parentis).

**Section 7.** Each bargaining unit employee who is eligible or who becomes eligible to retire shall be entitled to convert accrued but unused sick leave to a cash payment on the following basis:

> Employees may receive, after completion of ten (10) years of continuous service with the Employer, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The payment shall be based on the employee's rate of pay at the time of retirement and eliminates all sick leave accrued but unused by the employee at the time the payment is made. The maximum payment under this provision shall not exceed three hundred and twenty (320) hours calculated at one-fourth (1/4) of one thousand two hundred and eighty (1280) hours of sick leave.

## ARTICLE 24
## PERSONAL LEAVE

**Section 1.**

A. Four (4) personal leave days shall be granted to each full-time bargaining unit employee each contract year.

B. Employees hired after the effective date of this agreement shall earn one (1) personal leave day upon the completion of each three (3) month period during the first partial year of employment. After completion of the first year of service or the anniversary date of this agreement, whichever is first, said employee shall be granted personal leave in accordance with the provisions of Section 1(A) herein.

**Section 2.** A twenty-four (24) hour notice of the use of such personal leave day shall be given to the immediate supervisor and approved by such supervisor. Requests involving emergencies shall be submitted to the Director and/or designee. Personal leave may be taken in four (4) hour increments provided an employee works at least four (4) hours on the day requested, excluding the defined lunch period; however, nothing contained herein shall prohibit an employee from using four (4) hours of vacation leave in the same day, subject to the provisions of Article 28, Section 3.

**Section 3.** Employees will be paid for said personal leave days at their normal rate of pay.

**Section 4.** Up to four (4) personal leave days credited to an employee in any contract year and not used prior to the anniversary date of the agreement shall be transferred and credited to the employee's sick leave balance.

## ARTICLE 25
## FUNERAL LEAVE

**Section 1.** An employee shall be entitled to up to three (3) working days of paid funeral leave to be used in the event of a death in the employee's immediate family to attend the funeral, make arrangements, and carry out other responsibilities relative to the funeral. Such funeral leave shall not be deducted from sick leave, vacation or any other paid leave.

**Section 2.** For purposes of this article, "immediate family" shall be defined as: spouse, child, mother, father, sister, brother, grandparents, grandchildren, person who stands in place of parent (loco parentis), and an employee's current mother-in-law and father-in-law.

## ARTICLE 26
## LEAVES AND LEAVES OF ABSENCE

**Section 1. Leave Without Pay.** Employees may be granted the following types of unpaid leaves of absence:

A. **Disability Leave and Disability Separation**

If an employee becomes unable to perform the duties of her position due to a disabling illness, injury or condition, including pregnancy, he/she shall be granted a disability leave for up to six (6) months upon presentation of appropriate medical evidence. If the employee is unable to return to active work status within six (6) months due to the same or related disabling illness, injury or condition, the employee will be given a disability separation. If an employee is placed on disability leave without pay and is subsequently given a disability separation, the total combined time of absence due to the disability shall not exceed two (2) years for purposes of reinstatement rights. A satisfactory written documentation substantiating the cause, nature and extent of the disabling illness, injury or condition, shall be required prior to the granting of a disability separation, unless the employee is hospitalized at the time the leave is to begin or the disability separation is

given. If an examination is requested by the Employer, the Employer shall bear the cost of the examination. Upon the employee's return from disability leave or disability separation, he/she shall be returned to the same or similar position within the employee's former classification. If the employee's former classification no longer exists, or funding in that unit prevents hiring into that unit, the employee shall be assigned to a similar classification. If no similar classification exists, then a layoff situation may occur pursuant to Article 21, "Layoff and Recall."

B. **Personal Leaves of Absence**

The Employer may grant a leave of absence without pay to any bargaining unit employee. The employee must request, in writing, all leaves of absence without pay. The request shall state reasons for taking leave of absence and the dates for which such leave is being requested. Upon such written request, leaves may be granted for a maximum duration of six (6) months for any personal reason. Renewal or extension beyond the maximum allowed shall not be granted except as otherwise specifically provided in this article.

C. **Educational Leave**

Provided an employee has completed at least two (2) years of service with the Jefferson County Department of Job and Family Services, an educational leave may be granted for a maximum period of two (2) years for purposes of education, training, or specialized experience which would be of benefit to the Employer by improved performance at any level. An employee shall submit to the Employer pertinent information relating to the training for which the educational leave is requested.

D. **Child Care Leave**

Any employee may, at the discretion of the Employer, be granted a leave of absence without pay for purposes of child care. All requests for leave of absence without pay for purposes of child care shall be considered on a non-discriminatory basis without regard to sex of the employee. An adoptive parent's request for leave of absence for purposes of child care shall be considered on the same basis as that of a biological parent under similar circumstances.

E. **Authorization for Leave**

The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted. No leave of absence shall be granted for the purpose of working another job. A leave of absence shall be requested on the standard "Request for Leave" form.

F. **Sick Leave Credit and Vacation Credit During Leave**

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

G. **Abuse of Leave**

If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

H. **Reinstatement from Leave**

Upon completion of a leave of absence, the employee is to be returned to the same or similar position within the employee's former classification. If the employee's former classification no longer exists, the employee shall be assigned to a similar classification. If no similar classification exists, then a layoff situation may occur pursuant to Article 21, "Layoff and Recall."

I. An employee may be granted Family and Medical Leave in accordance with the County's policy in effect at the time such leave is requested.

**Section 2. Leaves with Pay.** Employees may be granted the following types of paid leaves of absence:

A. **Court Leave**

The employer shall grant full pay when an employee is summoned for any jury duty by the United States, the State of Ohio, or a political subdivision. All compensation for jury duty must be refused by signing the proper County form, unless such duty is performed totally outside of normal working hours. An employee released from jury duty prior to the end of a scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those for Workers' Compensation, Unemployment Compensation and Board of Review hearings. It is not considered proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters, such as traffic court, divorce proceedings, custody, appearing as directed with juvenile, etc. These absences would be leave without pay, or vacation.

B. **Military Leave**

All employees who are members of the Ohio National Guard, the Ohio Defense Corps, the State and Federal Militia, or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties

without loss of pay for such time as they are in the military service on field training or active duty for periods not to exceed a total of one hundred seventy-six (176) hours in any one (1) calendar year. The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one continuous period of time.

Employees who are members of those components listed in paragraph 1 above will be granted emergency leave for mob, riot, flood, civil defense, or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

C. **Continuing Educational Unit Credit Leave**

The Employer may grant time off, with pay, to those employees who require continuing educational unit (CEU) credits to maintain a professional license in the employee's classification. Said time shall be limited to the affected employee's regular straight time hourly rate of pay.

Subjects of training shall be determined by the Employer, and the granting of such time shall be subject to work load and on staffing requirements. The Employer reserves the right to limit the number of employees participating in any required course, class, and/or conferences. Any/all courses, classes, and/or conferences must receive prior approval from the Director.

## ARTICLE 27
## HOLIDAYS

**Section 1.** Employees shall be entitled to the following holidays:

New Year's Day (first day of January)
Martin Luther King Day (third Monday in January)
Presidents' Day (third Monday in February)
Memorial Day (thirtieth day of May)
Independence Day (fourth day of July)
Labor Day (first Monday in September)
Columbus Day (second Monday in October)
Veterans' Day (eleventh day of November)
Thanksgiving Day (fourth Thursday in November)
Day after Thanksgiving
Christmas Eve Day (twenty-fourth day of December)
Christmas Day (twenty-fifth day of December)

In addition to the above- referenced days, full-time non-probationary employees shall be entitled to eight (8) hours of paid leave to observe their birthday. An employee may (1) take the day off on his/her birthday, or (2) with the prior approval of his supervisor, take a day off within the pay period in which his/her birthday falls.

**Section 2.** Holidays falling on a Sunday shall be observed on the following Monday. Holidays falling on a Saturday shall be observed on the preceding Friday.

Employees in classifications that provide twenty-four (24) hour coverage shall observe the holiday on the actual day it falls on. If a holiday falls on a scheduled day off for an employee in a classification that provides twenty-four (24) hour coverage, that employee shall not be paid for the holiday, but shall be given an additional day off with pay within that pay period. This additional day off shall be determined by mutual agreement of the employee and his/her supervisor.

**Section 3.** Full-time bargaining unit employees shall receive eight (8) hours of holiday pay whether or not they work on a holiday. Part-time bargaining unit employees are entitled to holiday pay for that portion of any holiday they would normally have been scheduled to work.

**Section 4.** Employees who work on a holiday shall be compensated at one and one-half (1-1/2) times their normal hourly rate of pay for all hours worked on the holiday, in addition to receiving their automatic holiday pay.

**Section 5.** If a holiday occurs during a period of sick or vacation leave of an employee, the employee shall draw normal pay and shall not be charged for sick leave or vacation for the holiday.

**Section 6.** An employee on unpaid leave of absence shall not receive payment for a holiday.

## ARTICLE 28
## VACATION

**Section 1.** Employees will be eligible for vacation in accordance with the following schedule:

| Length of Service | Vacation Time Off | Pay in Lieu of Time Off |
|---|---|---|
| 1 but less than 8 years | 80 hours | 40 hours |
| 8 but less than 15 years | 120 hours | 40 hours |
| 15 but less than 25 years | 160 hours | 40 hours |
| 25 or more years | 200 hours | 40 hours |

In accordance with the above schedule, vacation pay in lieu of time off will be paid to all employees with the first pay period closed and calculated following their anniversary date. All such payments will be subject to standard withholding deductions, including federal, state and

local taxes, PERS, etc. Effective January 1, 2001, the definition of "anniversary date," for the purpose of the payment in lieu of time off (i.e., forty [40] hour payment) described in this section shall be one (1) year from the date of the most recent hire.

**Section 2.** For purposes of this article, seniority shall be defined as the total number of years an employee has worked for the State of Ohio or any political subdivision thereof.

**Section 3.** Vacation may be taken in increments of one-half (½) hour or more, provided that management is given at least twenty-four (24) hours advance notice for each requested period of eight (8) hours or less. For vacation in excess of eight (8) hours, a day's notice for each eight (8) hours or fraction thereof to be used will be required. It is understood that the Employer may waive the notice requirement if the Employer considers the circumstances surrounding the employee's request to be an emergency, at the discretion of the Director/designee, or if such circumstances were not known to the employee prior to her making such request.

**Section 4.** Vacations will be scheduled at such times and shall be mutually agreeable to the employee and the Employer. Employees hired after November 1, 1991, shall not be entitled to vacation leave nor payment for accumulated vacation under any circumstances until she has completed one (1) year of service with the Employer.

**Section 5.** If and when operational needs require the limitation of the number of employees who can be off at the same time, preference will be first given to those employees requesting vacation more than thirty (30) days in advance, and secondly, to the most senior employee requesting vacation.

**Section 6.** Vacation credit may be carried over and accumulated up to a maximum of three (3) years from the date of its accrual.

**Section 7.** An employee who is absent due to illness or injury and who has exhausted her sick leave, or an employee who has been granted a leave of absence, will be permitted to charge such absence to her available vacation leave if he so chooses.

**Section 8.** Upon separation of service, an employee is entitled to compensation for any earned but unused vacation credit.

**Section 9.** In the case of the death of an employee, any earned but unused vacation leave shall be paid in accordance with Section 2113.04 of the Ohio Revised Code or to the deceased employee's estate.

**Section 10.** If an employee, while on vacation, contracts an illness or injury, or experiences a death in the family which would have warranted paid sick leave or funeral leave had the employee been at work, such employee shall be allowed to charge such absence to such leave rather than to vacation leave.

## ARTICLE 29
## PARKING REIMBURSEMENT

**Section 1.** Parking spaces shall be provided by the Employer at no expense to the employees.

## ARTICLE 30
## TUITION REIMBURSEMENT

**Section 1.** Effective January 1, 2001, the Employer will reimburse a bargaining unit employee for tuition expenses incurred, for an educational course(s) that is related to an employee's classification duties and/or beneficial to the agency, as determined by the Director, in accordance with the following:

A. A fund of no more than five thousand dollars ($5,000) per semester, defined as two (2) per year, shall be established for purposes of this article.

B. Eligible employees shall submit their requests to the Director no later than thirty (30) calendar days prior to the beginning of the applicable semester. The Director shall review the request and advise those employees as to their individual eligibility for reimbursement of the desired course work.

C. The above-referenced amount shall then be divided among those individuals who qualify for said reimbursement. The reimbursements shall not exceed each individual's actual expenses, nor shall the Employer be obligated to increase the amount established during the term of this agreement.

D. The amount established for a semester shall not be cumulative or carried over to the following semester should any excess exist.

In addition to the requirement noted in "B" above, employees must meet the following requirements to be eligible for such reimbursement:

1. Be a full-time permanent employee;

2. Must have completed one (1) year of service with the Jefferson County Department of Job and Family Services;

3. Receive prior approval of the course from the Director;

4. Must successfully complete the course with a "C" grade or equivalent or better;

5. The Director may limit the number of employees who may participate in the program at any given point in time.

**Section 2.** It is understood the employee will be required to pay for the course at registration. Upon the successful completion ("C" or equivalent or better), the employee shall submit to the Director verifiable documents such as proof of payment, certificate of completion of course, and/or final grade.

It is further understood that the application of the provisions in this article are based solely on funds available and/or reimbursement procedures required of the Employer. In the event funds become unavailable, the Employer shall notify the Union as soon as reasonably possible.

## ARTICLE 31
## EXPENSE REIMBURSEMENT

**Section 1.** In the event a bargaining unit employee is required to use a privately or personally owned vehicle to travel to required conferences, state meetings, training, or in the performance of their job-related duties, as prior approved by the Director, said employee shall be reimbursed at the rate of forty cents ($.40) per mile. Such payment is considered to be total reimbursement for vehicle-related expenses (i.e., gas, oil, all insurances). Mileage reimbursement is payable to only one (1) of two (2) or more employees traveling in the same vehicle. No reimbursement is payable for travel between the employee's home and the Employer's facility. Expenses accrued for parking and/or highway tolls are reimbursable at the actual amount upon presentation of proper receipts.

**Section 2.** Employees shall be reimbursed for any meal expense they incur as a result of required out of county travel, while on official county business, based on the following schedule:

| | |
|---|---|
| Breakfast | $7.00/day if the employee is required to leave her home before 8:00 a.m. and/or following an overnight stay. |
| Lunch | $9.00/day. |
| Dinner | $17.00 if the employee is required to stay overnight or if the out-of-county travel necessitates the employee's travel time to exceed 6:00 p.m. Receipts for each individual meal are required. |

**Section 3.** Expenses covering the actual cost of lodging not exceeding seventy-five dollars ($75.00) per night plus tax will be reimbursed when an employee travels out of county on official job-related county business such as conferences, state meetings, training, or in the performance of an employee's job related duties, as prior approved by the Director. It is recommended that employees utilizing the lodging reimbursement, as described herein, share a room whenever possible and/or practicable. Receipts for such expenses are required. When feasible, the agency shall make a reasonable attempt to pre-pay lodging expenses with prior approval. The above-referenced maximums for lodging may be waived at the sole discretion of the Director.

**Section 4.** Expenses incurred by an employee who, with the approval of the Director, are attending conferences, meetings, or institutes called by the Ohio Department of Job and Family Services (ODJ&FS) shall be reimbursed. A Certificate of Attendance will be issued by the ODJ&FS and a copy shall be attached to the receipt when submitted by the employee.

**Section 5.** Employees who travel out of county on county business, as described in Sections 1 and 3 herein will have such time considered as time worked subject to the following:

- a non-working meal period limited to one (1) hour is not considered as time worked when attending training sessions;
- normal commuting time to/from the agency is not considered as time worked if traveling in their personal vehicle and returning to their home.

Time spent traveling outside an employee's normal work hours may be compensable at the employee's regular hourly rate or at time and one-half (1 ½). Time and one-half (1 ½) pay will be in accordance with the provisions of Article 13, Hours and Overtime, Section 2, of the agreement.

## ARTICLE 32
## DEFERRED COMPENSATION PLAN

The Ohio Deferred Compensation Plan as currently available shall continue in all respects for those employees who choose to participate in it, to the extent that such program is offered and available from the State of Ohio.

## ARTICLE 33
## INSURANCE COVERAGE

**Section 1.** The Employer shall make available to all full-time bargaining unit employees the same major hospitalization care insurance plans that are available to non-bargaining unit Jefferson County employees. If such non-bargaining unit Jefferson County employees are required to pay a portion of the monthly insurance premiums, the same contributions shall also apply to bargaining unit employees through payroll deductions. All insurance requirements specified for such non-bargaining unit Jefferson County employees shall also be applicable to bargaining unit employees.

**Section 2.** In the event there is a modification/change in the amount of the employee contribution, the Employer shall provide the Union/employee with a thirty (30) day advance notice of such modifications/change.

## ARTICLE 34
## WAGES

**Section 1.** Effective April 22, 2010, bargaining unit employees shall receive a zero percent (0%) wage increase. Should any non-bargaining management employee receive an increase in wages during the first eighteen (18) months of this agreement, it is agreed that all bargaining unit employees shall receive an equal percentage increase. The parties agree to a wage re-opener effective October 22, 2011 for the sole purpose of negotiating a wage increase for the remainder of this agreement. Said negotiations shall begin sixty (60) days prior to October 22, 2011. These re-opened negotiations shall be conducted pursuant to the provisions of Chapter 4117 of the Ohio Revised Code.

**Section 2.** Effective November 1, 1988, bargaining unit employees shall receive a longevity payment. Such payment shall be based on the following schedule:

| Years With Department | Rate |
|---|---|
| Completion of 4 years | $ .25 |
| Completion of 9 years | $ .50 |
| Completion of 14 years | $ .75 |
| Completion of 19 years | $1.00 |

Movement through the steps shall be based on the employee's anniversary date of employment.

Employees hired on or after April 22, 2004, shall not be eligible for the above-referenced payment(s).

**Section 3.** The following classifications shall be assigned working titles:

| Existing (State) Classification | Working Title (Agency Classification) |
|---|---|
| Eligibility/Referral Specialist 1 | JOBS Specialist |
| Eligibility/Referral Specialist 2 | Caseworker |
| Investigator 2 | Investigator |
| Social Service Worker 2 | Social Worker |

The agency will consider the following qualifications as preferential when considering applicants for a position:

| Position | Preferred Qualifications |
|---|---|
| Social Worker | Bachelor's degree from an accredited school in social work, sociology, or psychology, and six (6) months experience, in addition to any other state requirements. |

| | |
|---|---|
| Caseworker | Associate degree from an accredited school in human service field, sociology, psychology, communications, or a related field of study, in addition to any other state requirements. |
| Investigator | Associate degree from an accredited school in criminology, public relations, communications, or a related field, in addition to any other state requirements. |
| JOBS Specialist | Associate degree from an accredited school in human services-related field, public relations, communications, psychology, sociology, or a related field, in addition to any other state requirements. |

Experience and related course work, inclusive of participation in CORE classes, will be considered by the Director in evaluating and determining equivalent education and experience to meet the preferred qualifications.

## ARTICLE 35
## LONGEVITY PAY

**Section 1.** Beginning on the first day of the pay period within which the employee completes five (5) years of total service with the state government, or any of its political subdivision, each employee in the bargaining unit shall receive an automatic salary adjustment equivalent to two and one-half percent (2.5%) of the classification salary base, to the nearest whole cent. Each employee shall receive thereafter an annual adjustment equivalent to one-half (½) of one percent (1%) of his classification salary base, to the nearest whole cent, for each additional year of qualified employment until a maximum of ten percent (10%) of the employee's classification salary base is reached.

**Section 2.** The granting of longevity pay adjustments shall not be affected by promotion, demotion, or other changes in classification held by the employee, nor by any change in pay range for his class. Longevity pay adjustments shall become effective at the beginning of the pay period within which the employee completes the necessary length of service. Time spent on authorized leave of absence shall be counted for this purpose.

## ARTICLE 36
## OPERS "PICK-UP" UTILIZING THE SALARY REDUCTION METHOD

**Section 1.** The Employer shall pick up contribution to the Ohio Public Employees Retirement paid on behalf of the employees in the bargaining unit utilizing the salary reduction method under the following terms and conditions:

A. The amount to be "picked up" on behalf of each employee shall be the applicable percentage of the employee's gross annual compensation. The employee's annual compensation shall be reduced by an amount equal to that "picked up" by the Employer for the purpose of City, State and Federal Income Tax.

B. The pick-up percentage shall apply uniformly to all members of the bargaining unit as a condition of employment.

C. The pick-up shall become effective immediately upon the approval of the IRS and OPERS, and shall apply to all compensation including supplemental earnings thereafter.

D. The parties agree that should the rules and regulations of the IRS or retirement system change, making the procedure unworkable, the parties agree to return, without penalty, to the former method of Employer/employee contributions.

## ARTICLE 37
## SEVERABILITY

Should any part of this agreement or any provisions contained herein be declared invalid by operation of law, or by a tribunal of competent jurisdiction, it shall be of no further force and effect, but such invalidation of such part or provision shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

## ARTICLE 38
## WAIVER IN CASE OF EMERGENCY

**Section 1.** In cases of any emergency declared by the President of the United States, the Governor of the State of Ohio, the County Commissioners, the Sheriff, or the Federal or State Legislature, such as acts of God, the following conditions of this agreement may automatically be suspended:

A. time limits for Management or the Union's replies on grievances; and

B. all work rules, agreements and/or practices relating to the assignment of all employees.

**Section 2.** Upon the termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure, and shall proceed from the point in the grievance procedure to which they (the grievance[s]) had properly progressed.

**Section 3.** "Emergency" shall be defined as any natural phenomenon or act of man which creates a condition or emergency beyond the capability of the affected local government to control and resolve, utilizing its locally available forces and resources, and any imminent threat of

widespread or severe damage, personal injury and hardship, or loss of life and property resulting from any natural phenomenon or act of man.

## ARTICLE 39
## OHIO WORKS FIRST PARTICIPANTS (OWFP)

During the term of this agreement, should the Employer utilize OWFP who are required to work in order to receive benefits, the following shall apply:

A. The Employer shall notify the Union, prior to utilizing a participant, the name, expected length of service, number of hours to be worked each week, and the work to be performed by each OWFP.

B. No bargaining unit employee shall be on layoff or experience a loss of hours, pay, or benefits due to the utilization of OWFP.

C. OWFP shall not prevent the recall of laid off bargaining unit employees who have recall rights.

D. OWFP shall be limited to the number of hours in each week as required by law.

E. No OWFP shall be placed in a position created by a hiring freeze or vacancy pursuant to Article 15, Section 1.

F. No OWFP assignment shall result in any infringement of promotional opportunities of bargaining unit employees.

## ARTICLE 40
## APPLICATION OF CIVIL SERVICE

In accordance with the provisions of the Ohio Revised Code (ORC) section 4117.10 (A), the following articles and/or sections thereof, as provided under the terms and conditions of this agreement, specifically supercede and/or prevail over those subjects described in the Ohio Revised Code and/or the Ohio Administrative Code:

| Contract Article | Supercedes and/or Prevails Over |
|---|---|
| Article 10, Seniority | ORC 124.321 - 124.328 |
| Article 13, Hours of Work & Overtime | ORC 4111.03 |
| Article 14, Rotation of Overtime | ORC 4111.03 |
| Article 15, Vacancy & Promotions | ORC 124.27 - 124.32 |

| | |
|---|---|
| Article 16, Temporary Assignment Pay | ORC 124.33 |
| Article 17, Probationary Periods | ORC 124.27, OAC 123: 1-19-01<br>123: 1-19-03; 123: 1-23-12 |
| Article 21, Layoff and Recall | ORC 124.321 - 124.328 |
| Article 23, Sick Leave/Conversion of Unused Sick Leave | ORC 124.38 - 124.391, 124.386,<br>124.391; OAC 123 1-32-05;<br>OAC 123: 1-32-07; OAC 123:1-32-08;<br>OAC 123: 1-32-09; OAC 123: 1-32-10 |
| Article 25, Funeral Leave | ORC 124.38 - 124.391; ORC 124.39 |
| Article 26, Court Leave, Section 2 (A) | ORC 124.135; OAC 123: 1-34-03 |
| Article 26, Leaves of Absence, Section 1 (A)-(I) | ORC 124.382; ORC 124.386;<br>OAC 123: 1-34-01 |

## ARTICLE 41
## ON-CALL DUTY

**Section 1.** On-call duty shall be defined as the time period beginning with the end of an employee's regular work shift and the beginning of an employee's next regular scheduled work shift. On- call duty shall be further defined as a seven (7) day period of time.

**Section 2.** On-call duty shall be distributed equally among all full-time social service workers employed with the Social Services Children Services Unit.

**Section 3.** On-call schedule is to be established as follows:

A. The on-call casework team members meet to set the schedule on a quarterly basis (by the 15th of each month preceding the new quarter).

B. Routine schedule changes during the quarter are the responsibility of the assigned caseworker. Caseworkers may voluntarily exchange schedules with other on-call team members with a seven (7) calendar day advance notice and prior written authorization of the administrator; however, no employee shall perform on-call duties in excess of two (2) weeks in a thirty (30) calendar day period.

If a worker departs the agency (or becomes disabled) and a vacancy results on the on-call schedule, the vacancy will be filled as follows:

1. By replacement worker, if the replacement has had at least one (1) month experience by the time the vacant on-call slot comes up.

2. By a volunteer.

3. If the vacant slot cannot be filled by either (1) or (2) above, the slot will be filled by the on-call team member who has the least seniority and who does not have a pre-approved vacation leave for the week in question at the time it is known that a replacement is necessary. (If more than one [1] worker departs, the filling of succeeding vacancies will be rotated according to this seniority rule.)

C. If there is no need to be used as a replacement, new workers will not be added to the schedule until the next quarter after their employment.

D. If it is known that a worker plans to depart the Agency during the upcoming quarter, the schedule will be established to reflect this planned departure.

E. The senior on-call team member is responsible for forwarding the caseworker portion of the on-call schedule to the Ongoing-Services Supervisor by the 17th of each month preceding the new quarter.

F. The Ongoing Supervisor shall review and monitor the schedule and implement changes as necessary in accordance with the procedure.

**Section 4. Compensation.** Employees who are scheduled in an "on-call" status shall be compensated as follows:

- one hundred dollars ($100.00) per week (overtime if the employee goes on a call).

In addition, employees servicing on-call the week that includes the duty during the schedule of holidays stated in the Job and Family Service contract will receive an additional payment for that week of fifty dollars ($50.00). In the event the "on-call" duty status includes a calamity day, the on-call duty employee will receive an additional payment of twenty-five dollars ($25.00) for covering that entire day. (The calamity day must see the entire agency operation curtailed four (4) or more regular work hours).

## ARTICLE 42
## COMMITTEE ON POLITICAL EDUCATION (COPE)

**Section 1.** The Employer and the Union shall provide for a program and procedure whereby eligible employees may make voluntary contributions through payroll deduction to the Committee on Political Education (COPE), a separately segregated political action committee sponsored by the Union.

**Section 2.** Participation by any such employee shall be on a voluntary basis and employees shall be so informed by the person soliciting their participation on behalf of the Union.

**Section 3.** Employees wishing to participate must complete a payroll deduction authorization card available from a representative of the Union. When completed by the employee, the authorization card will be forwarded by the Union to the appropriate payroll office. The Union will be responsible for satisfying its own requirements for records retention.

**Section 4.** Monthly employee deductions shall be in the minimum amount of one dollar ($1.00).

**Section 5.** On a monthly basis, the Employer shall remit to the Treasurer of COPE the full amount of authorized deductions for the proceeding month. In addition, the Employer shall transmit to the Treasurer of COPE monthly a list of contributors through payroll deduction showing the contributor's name and amount contributed.

**Section 6.** Any employee's payroll deduction shall cease upon the occurrence of any of the following:

A. termination of a participating employee's employment;

B. retirement of a participating employee;

C. transfer of a participating employee out of the bargaining unit;

D. receipt in the payroll office of written notice to cancel contributions to COPE signed by the employee;

E. receipt in the payroll office of written notice from the Union that an employee is no longer eligible to participate;

F. leave of absence (unpaid) of a participating employee.

**Section 7.** Deductions shall not be made if the employee has insufficient earnings to contribute to COPE.

**Section 8.** The parties agree that neither the employees nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made in writing to the Employer within sixty (60) days after the date such error is claimed to have occurred. If it is found that an error was made, it will be corrected at the next pay period that the COPE deduction would normally be made by deducting the proper amount.

**Section 9.** The Union warrants and guarantees that no provision of this article violates the law or constitutions of either the United States of America or the State of Ohio. Should the Employer be sued by any person or entity or charged by any administrative agency on any theory arising, in any way, out of this article, the Union shall indemnify the Employer for all expenses in its defense, including but not limited to, reasonable legal fees. The Union shall indemnify the Employer for any award made against it as a result of this article.

## ARTICLE 43
## DURATION OF AGREEMENT

**Section 1.** This agreement shall be effective as of April 22, 2010, and shall remain in full force and effect until midnight April 21, 2013.

**Section 2.** If either party desires to modify or amend this agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date, nor later than forty-five (45) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving the notice of intent.

**Section 3.** The parties acknowledge that during these negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement.

Therefore, the Employer and the Union, for the life of this agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with respect to any subject or matter not specifically referred to or covered in the agreement, even though such subject or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this agreement.

**Section 4.** This agreement constitutes the entire agreement between the parties, and all other agreements written, oral or otherwise are hereby cancelled.

## SIGNATURE PAGE

Entered into and signed this 15th day of April, 2010.

**FOR THE JEFFERSON COUNTY DEPT. OF JOB AND FAMILY SERVICES**

Elizabeth Ferron, Director
Jefferson County Dept. of Job and Family Services

Charles W. Govey, Human Resource Admin.

Marsha Morris, Agency Member

Caroline Harris, Agency Member

Thomas J. Genelle, Chairman
Jefferson County Board of County Commissioners

David C. Maple, Jr.
Jefferson County Board of County Commissioners

Dr. Thomas E. Graham
Jefferson County Board of County Commissioners

Thomas R. Straus, as to form only
Jefferson County Prosecutor

**FOR THE COMMUNICATIONS WORKERS OF AMERICA**

George Stoddart, President
Jefferson County Branch, CWA

Robert Starr, Bargaining Team Member

Richard Smathers, Bargaining Team Member

Bonita Hilson, Bargaining Team Member

Shirley Rogers, Bargaining Team Member

Allen Slaughter, Bargaining Team Member

Lindsay Wilson, Bargaining Team Member

Donna Kidder, Bargaining Team Member

Tracey Dailey, Bargaining Team Member

William H. Bain, CWA Staff Representative

Seth Rosen, Vice President

# APPENDIX A
## WAGE SCHEDULE/HOURLY RATE OF PAY
### 4/22/2009

| Pay Range | Base | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 | Step 7 | Step 8 |
|---|---|---|---|---|---|---|---|---|---|
| 1A | 8.48 | 8.48 | 9.04 | 9.28 | 9.53 | 9.80 | 10.10 | 0.00 | 0.00 |
| 1 | 8.86 | 8.86 | 9.45 | 9.72 | 9.96 | 10.25 | 10.55 | 0.00 | 0.00 |
| 2 | 9.27 | 9.27 | 9.89 | 10.16 | 10.45 | 10.74 | 11.01 | 0.00 | 0.00 |
| 3 | 9.73 | 9.73 | 10.41 | 10.68 | 10.98 | 11.31 | 11.62 | 0.00 | 0.00 |
| 4 | 10.17 | 10.17 | 10.91 | 11.24 | 11.56 | 11.87 | 12.21 | 0.00 | 0.00 |
| 5 | 10.69 | 10.69 | 11.48 | 11.82 | 12.16 | 12.42 | 12.78 | 0.00 | 0.00 |
| 6 | 11.30 | 11.30 | 12.09 | 12.38 | 12.71 | 13.03 | 13.38 | 0.00 | 0.00 |
| 7 | 11.88 | 11.88 | 12.64 | 12.97 | 13.32 | 13.69 | 14.13 | 14.58 | 0.00 |
| 8 | 12.54 | 12.54 | 13.43 | 13.79 | 14.23 | 14.70 | 15.19 | 15.72 | 0.00 |
| 9 | 13.40 | 13.40 | 14.42 | 14.88 | 15.38 | 15.97 | 16.59 | 17.24 | 0.00 |
| 10 | 14.46 | 14.46 | 15.57 | 16.16 | 16.77 | 17.40 | 18.17 | 18.95 | 0.00 |
| 11 | 15.74 | 15.74 | 17.02 | 17.66 | 18.41 | 19.14 | 19.94 | 21.11 | 0.00 |
| 12 | 17.21 | 17.21 | 18.69 | 19.43 | 20.22 | 21.05 | 21.93 | 22.84 | 0.00 |
| 23 | 9.38 | 9.38 | 10.06 | 10.31 | 10.61 | 10.91 | 11.24 | 11.57 | 0.00 |
| 24 | 9.85 | 9.85 | 10.55 | 10.85 | 11.15 | 11.48 | 11.81 | 12.16 | 0.00 |
| 25 | 10.41 | 10.41 | 11.11 | 11.45 | 11.79 | 12.11 | 12.39 | 12.63 | 0.00 |
| 26/28A | 10.91 | 10.91 | 11.71 | 12.03 | 12.34 | 12.63 | 12.97 | 13.30 | 0.00 |
| 27 | 11.48 | 11.48 | 12.30 | 12.57 | 12.89 | 13.24 | 13.61 | 14.04 | 14.50 |
| 28/28B | 12.18 | 12.18 | 13.00 | 13.35 | 13.73 | 14.16 | 14.65 | 15.13 | 15.62 |
| 29 | 12.94 | 12.94 | 13.86 | 14.31 | 14.80 | 15.27 | 15.87 | 16.49 | 17.14 |
| 30 | 13.94 | 13.94 | 15.00 | 15.47 | 16.08 | 16.69 | 17.32 | 18.08 | 18.88 |

| Classification | Pay Range |
|---|---|
| Clerical Specialist 1 | 3 |
| Unit Support Worker 2 | 4 |
| Clerical Specialist 2 (former Typist 2) | 4 |
| Mnt. Repair Worker | 5 |
| Clerical Specialist 3 | 25 |
| Clerical Specialist 4 (former Secretary) | 26 |
| Account Clerk 1 | 26 |
| Clerical Spec. 4 (former Word Proc. Sp. 2) | 26 |
| Investigator 1 | 26 |

| Classification | Pay Range |
|---|---|
| Account Clerk 2 | 27 |
| Elig. Refer. Specialist 2 | 28 |
| Elig. Refer. Specialist 1 | 28 |
| Social Service Worker 2 | 28 |
| Investigator 2 | 28 |
| Case Manager (Inv.) | 28B |
| Training Officer 1 | 29 |
| Quality Control Reviewer | 29 |
| Youth Leader 1 | 1A |
| Youth Leader 2 | 1 |
| Case Manager (Clerical) | 28A |

Longevity 2009

| Pay Rng. | Base Rate | 5 yrs. 2.50% | 6 yrs. 3.00% | 7 yrs. 3.50% | 8 yrs. 4.00% | 9 yrs. 4.50% | 10 yrs. 5.00% | 11 yrs. 5.50% | 12 yrs. 6.00% | 13 yrs. 6.50% | 14 yrs. 7.00% | 15 yrs. 7.50% | 16 yrs. 8.00% | 17 yrs. 8.50% | 18 yrs. 9.00% | 19 yrs. 9.50% | 20 yrs. 10.00 % |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1A | 8.48 | 0.21 | 0.25 | 0.30 | 0.34 | 0.38 | 0.42 | 0.47 | 0.51 | 0.55 | 0.59 | 0.64 | 0.68 | 0.721 | 0.76 | 0.81 | 0.85 |
| 1 | 8.73 | 0.22 | 0.26 | 0.31 | 0.35 | 0.39 | 0.44 | 0.48 | 0.52 | 0.57 | 0.61 | 0.65 | 0.70 | 0.742 | 0.79 | 0.83 | 0.87 |
| 2 | 9.14 | 0.23 | 0.27 | 0.32 | 0.37 | 0.41 | 0.46 | 0.50 | 0.55 | 0.59 | 0.64 | 0.69 | 0.73 | 0.78 | 0.82 | 0.87 | 0.91 |
| 3 | 9.58 | 0.24 | 0.29 | 0.34 | 0.38 | 0.43 | 0.48 | 0.53 | 0.57 | 0.62 | 0.67 | 0.72 | 0.77 | 0.81 | 0.86 | 0.91 | 0.96 |
| 4 | 10.02 | 0.25 | 0.30 | 0.35 | 0.40 | 0.45 | 0.50 | 0.55 | 0.60 | 0.65 | 0.70 | 0.75 | 0.80 | 0.85 | 0.90 | 0.95 | 1.00 |
| 5 | 10.53 | 0.26 | 0.32 | 0.37 | 0.42 | 0.47 | 0.53 | 0.58 | 0.63 | 0.68 | 0.74 | 0.79 | 0.84 | 0.90 | 0.95 | 1.00 | 1.05 |
| 6 | 11.13 | 0.28 | 0.33 | 0.39 | 0.45 | 0.50 | 0.56 | 0.61 | 0.67 | 0.72 | 0.78 | 0.84 | 0.89 | 0.95 | 1.00 | 1.06 | 1.11 |
| 7 | 11.70 | 0.29 | 0.35 | 0.41 | 0.47 | 0.53 | 0.59 | 0.64 | 0.70 | 0.76 | 0.82 | 0.88 | 0.94 | 0.99 | 1.05 | 1.11 | 1.17 |
| 8 | 12.36 | 0.31 | 0.37 | 0.43 | 0.49 | 0.56 | 0.62 | 0.68 | 0.74 | 0.80 | 0.87 | 0.93 | 0.99 | 1.05 | 1.11 | 1.17 | 1.24 |
| 9 | 13.20 | 0.33 | 0.40 | 0.46 | 0.53 | 0.59 | 0.66 | 0.73 | 0.79 | 0.86 | 0.92 | 0.99 | 1.06 | 1.12 | 1.19 | 1.25 | 1.32 |
| 10 | 14.25 | 0.36 | 0.43 | 0.50 | 0.57 | 0.64 | 0.71 | 0.78 | 0.85 | 0.93 | 1.00 | 1.07 | 1.14 | 1.21 | 1.28 | 1.35 | 1.42 |
| 11 | 15.51 | 0.39 | 0.47 | 0.54 | 0.62 | 0.70 | 0.78 | 0.85 | 0.93 | 1.01 | 1.09 | 1.16 | 1.24 | 1.32 | 1.40 | 1.47 | 1.55 |
| 12 | 16.96 | 0.42 | 0.51 | 0.59 | 0.68 | 0.76 | 0.85 | 0.93 | 1.02 | 1.10 | 1.19 | 1.27 | 1.36 | 1.44 | 1.53 | 1.61 | 1.70 |
| 23 | 9.24 | 0.23 | 0.28 | 0.32 | 0.37 | 0.42 | 0.46 | 0.51 | 0.55 | 0.60 | 0.65 | 0.69 | 0.74 | 0.79 | 0.83 | 0.88 | 0.92 |
| 24 | 9.70 | 0.24 | 0.29 | 0.34 | 0.39 | 0.44 | 0.49 | 0.53 | 0.58 | 0.63 | 0.68 | 0.73 | 0.78 | 0.82 | 0.87 | 0.92 | 0.97 |
| 25 | 10.26 | 0.26 | 0.31 | 0.36 | 0.41 | 0.46 | 0.51 | 0.56 | 0.62 | 0.67 | 0.72 | 0.77 | 0.82 | 0.87 | 0.92 | 0.97 | 1.03 |
| 26/28A | 10.75 | 0.27 | 0.32 | 0.38 | 0.43 | 0.48 | 0.54 | 0.59 | 0.65 | 0.70 | 0.75 | 0.81 | 0.86 | 0.91 | 0.97 | 1.02 | 1.08 |
| 27 | 11.31 | 0.28 | 0.34 | 0.40 | 0.45 | 0.51 | 0.57 | 0.62 | 0.68 | 0.74 | 0.79 | 0.85 | 0.90 | 0.96 | 1.02 | 1.07 | 1.13 |
| 28/28B | 12.00 | 0.30 | 0.36 | 0.42 | 0.48 | 0.54 | 0.60 | 0.66 | 0.72 | 0.78 | 0.84 | 0.90 | 0.96 | 1.02 | 1.08 | 1.14 | 1.20 |
| 29 | 12.75 | 0.32 | 0.38 | 0.45 | 0.51 | 0.57 | 0.64 | 0.70 | 0.77 | 0.83 | 0.89 | 0.96 | 1.02 | 1.08 | 1.15 | 1.21 | 1.28 |
| 30 | 13.74 | 0.34 | 0.41 | 0.48 | 0.55 | 0.62 | 0.69 | 0.76 | 0.82 | 0.89 | 0.96 | 1.03 | 1.10 | 1.17 | 1.24 | 1.30 | 1.37 |

APPENDIX B

JEFFERSON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

COMMUNICATIONS WORKERS OF AMERICA

GRIEVANCE FORM Grievance No. _____

Name _____

Classification Title _____

Immediate Supervisor _____

Date Grievance Filed In Writing _____

Please Give A Brief Description Of The Incident Giving Rise To The Grievance:

_____

_____

_____

Where Did This Occur (Dept./Unit)? _____

When Did This Occur (Date And Time) _____

List The Article(s) And Section(s) Of The Labor Agreement That Were Violated:

_____

_____

Resolution Requested _____

_____

_____

Did You Discuss This Grievance With Your Immediate Supervisor? ☐Yes ☐No

Date/Time _____ _____

Signature Of Grievant

## Step 1

Date Received _____ Date Of Meeting With Grievant _____

Union Steward Present (Name) (If Applicable) _____

Immediate Supervisor's Response: _____

_____

_____

_____ _____

Date Of Response Signature Of Immediate Supervisor

---

## Step 2

Date Received _____ Date Of Meeting With Grievant _____

Union Steward Present (Name) (If Applicable) _____

Department Head's Response: _____

_____

_____

_____ _____

Date Of Response Signature Of Department Head

---

## Step 3

Date Received _____ Date Of Meeting With Grievant _____

Union Steward Present (Name) (If Applicable) _____

Director's Response: _____

_____

_____ _____

Date Of Response Signature Of Director Or Designee

## LETTER OF UNDERSTANDING
## DEFERRED COMPENSATION PLAN

The parties to the agreement hereby agree to the following, pursuant to Article 32, Deferred Compensation Plan:

The Employer agrees, no later than thirty (30) calendar days following the execution of this agreement, to contact the following agencies concerning the Deferred Compensation Plan:

1. County Commissioners Association of Ohio, Deferred Compensation Plan;

2. Ohio Public Employees Deferred Compensation Program.

Further, the parties agree that once the Employer has complied with the notification procedure herein, the Employer's obligation under Article 32, Deferred Compensation Plan, and this Letter of Understanding has been fulfilled. Disputes that may arise concerning the Deferred Compensation Plan shall not be subject to Article 18, Grievance Procedure, contained herein.

## LETTER OF UNDERSTANDING
## CERTIFICATION OF PROMOTED EMPLOYEES

The parties agree, pursuant to Article 15, Vacancy and Promotions, that employees who are promoted to a position within their classification series in the bargaining unit shall be automatically deemed certified. Employees who are promoted to bargaining unit positions outside of their classification series shall not be certified against. It is understood, however, that promoted employees remain subject to Article 17, Probationary Periods.

It is specifically understood and agreed that the Department of Administrative Services shall have no jurisdiction or authority over bargaining unit employees who have completed an initial probationary period.

## LETTER OF UNDERSTANDING
## WORK UNITS

The Employer and the Union agree and understand the following, that:

1. A unit shall be defined as an administrative subdivision within the Department of Human Services which is headed by a unit supervisor and performs a particular set of duties assigned to that administrative subdivision.

2. Any employee assigned to a new unit, at the time of its creation, a unit seniority roster shall be established and posted based on the employee's total agency seniority as defined in Article 22 of the current labor/management agreement.

3. While all employees assigned to the newly created unit entered the unit on the same day, the employee with the most agency seniority shall be regarded as the most senior employee in the unit that was created. Further, the employee with the least agency seniority shall be regarded as the least senior employee in the unit that was created.

4. Those employees who are granted a lateral transfer from one unit to another unit, after the creation of the unit, shall have as his/her unit seniority date the date his/her transfer to his/her new unit became effective.

5. No employee who is granted a lateral transfer, after the unit's creation, shall have more unit seniority than the least senior employee who was assigned to the unit at the time the unit was created.

6. An employee who returns to his/her former unit, prior to the completion of a probationary period, shall have his/her unit seniority restored.

7. When an employee is transferred, for administration reason, from one unit to another unit after May 1, 1988, the transferred employee shall be ranked in seniority in his new unit according to agency seniority.

This Letter of Understanding is agreed to this 5th day of May, 1988.

## LETTER OF UNDERSTANDING
## ADA OBLIGATION

The Jefferson County Department of Job and Family Services (JFS), hereinafter referred to as the "Employer," and the Communications Workers of America, hereinafter referred to as the "Union," agree to the following:

The Employer and the Union agree that the parties are obligated to comply with the applicable provisions of the Americans With Disabilities Act (ADA).

## LETTER OF UNDERSTANDING
## OVERTIME ROTATION

Pursuant to Article 14, Rotation of Overtime, the following is agreed to between the Employer and the Union:

> When it is determined that overtime is necessary, said time shall be offered to the individual who was/is performing those duties on the day in question. If the individual refuses such overtime, said time shall be offered to the senior employee with the least amount of overtime in that classification (classification where the overtime occurs) who normally performs the work of the classification.

**LETTER OF UNDERSTANDING**
**INCENTIVE PAYMENT**

During the term of this agreement (April 22, 2010, to April 21, 2013), should any incentive monies, as described below, become available, the parties shall meet and discuss the possibility of implementing the terms and conditions described therein.

Section 1. Effective on the applicable dates, positions in the Income Maintenance Unit shall be eligible to receive an additional payment as follows:

| | |
|---|---|
| Aides, Word Processing Specialists<br>Account Clerk | $.20 per hour |
| Income Maintenance Worker, QA Review, Trainer<br>Investigator 1, 2 | $.35 per hour |

To be eligible for such payment, as described herein, the unit must maintain a food stamp error rate of less than six percent (6%) during the period of the applicable dates.

Payment of the $.20/$.35 per hour "incentive" shall be made effective on the applicable date and shall continue for at least one (1) year.

In the event the food stamp error rate exceeds six percent (6%) during the period(s) of the applicable dates, the "incentive" as described herein shall not be paid.

It is understood and agreed that the above-referred incentive monies are based solely on funds available through state and/or federal programs. In the event funds become unavailable, the Employer shall notify the Union as soon as reasonably possible.

Section 2. Effective on the applicable date, positions in the Child Support Unit shall be eligible to receive an additional payment as follows:

| | |
|---|---|
| Investigators, Trainer, Account Clerks | $.35 per hour |
| Secretary | $.20 per hour |

To be eligible to receive such payment, as described herein, the unit must increase revenues by at least eight percent (8%) for the period of the applicable dates.

Payment of the $.35/$.20 shall be made effective on the applicable date and shall continue for at least one (1) year.

In order to maintain the $.35/$.20 per hour incentive, as described herein, the unit must increase revenues by at least eight percent (8%) over the previous year. In the event the eight percent (8%) is not met, the incentive(s) shall not be paid.

## LETTER OF UNDERSTANDING
## SICK LEAVE

Pursuant to Article 23, Section 4, the Employer agrees an employee shall be counseled by their immediate supervisor whenever a pattern of sick leave usage has been established.

It is further agreed that during the term of this agreement, the Employer shall post/advise on a regular basis the bargaining unit employees of their particular work unit's use of paid sick leave. This shall be accomplished in cooperation with the record keeping procedure of the agency and shall be implemented as soon as practicable.

## LETTER OF UNDERSTANDING

### COMMUNICATIONS WORKERS OF AMERICA
### LOCAL 4527
### and JEFFERSON COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

The Jefferson County Department of Job and Family Services (Employer) and the Communications Workers of America (CWA) (Union) hereby agree to the following;

Effective upon the execution of this document, the Employer agrees to establish no more than two (2) part-time positions of Case Manager. The Employer and the Union agree that part-time positions are not subject to the posting procedure described in Article 15, Vacancy and Promotions. Individuals who accept the part-time position(s) may be scheduled to work up to sixteen (16) hours per week.

In the event an employee holding a full-time bargaining unit position accepts a part-time position, the employee shall continue to accrue seniority as described in Article 22. A part-time bargaining unit employee shall be entitled to the following benefits pursuant to the labor agreement:

Article 23 Sick Leave: Part-time employees can earn sick leave on a prorated basis
Article 25 Funeral Leave: up to three (3) days for immediate family as described herein
Article 27 Holidays: Eight hours of holiday pay provided such day falls on the normally scheduled work day
Article 28 Vacation: Part-time employees earn vacation leave on a prorated basis
Article 29 Parking Reimbursement: Part-time employees are eligible for benefits described in this article
Article 31 Expense Reimbursement: Part-time employees are eligible for benefits described in this article
Article 34 Wages: Part-time employees shall receive the applicable hourly rate of pay as described in this article and Appendix "A". Only those eligible part-time bargaining unit employees shall receive longevity pay pursuant to Section 2 herein.
Article 35 Longevity Pay: Part-time bargaining unit employees who qualify shall be eligible for longevity pay described herein.

Part-time bargaining unit employees who work no more than sixteen (16) hours per week are not eligible for insurance coverage pursuant to Article 33. Part-time bargaining unit employees are not eligible for tuition reimbursement pursuant to Article 30. A full-time bargaining unit employee who accepts a part-time bargaining unit position shall not be eligible to bid on a full-time position while serving in a part-time position.

The Employer and the Union agree to utilize the aforementioned part-time positions on a trial basis for a period of six (6) months, effective upon execution of this document. It is further agreed that the termination of this document and the part-time positions described herein may be terminated any time after the six (6) month period described herein at the discretion of the Director.