



AGREEMENT BETWEEN

THE

JEFFERSON COUNTY RECORDER

AND THE

COMMUNICATIONS WORKERS OF AMERICA

March 1, 2012 – February 28, 2015

SERB Case No. 2012-MED-02-0140

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PURPOSE

This agreement, by and between the Jefferson County Recorder, hereinafter referred to as the "Employer," and the Communications Workers of America, hereinafter referred to as the "Union," is established for the purpose of defining the full and complete understanding governing wages, hours, and the terms and conditions of employment for the bargaining unit employees defined herein.

ARTICLE 1 UNION RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive representative for the bargaining unit employees. Wherever used in this agreement, the term "bargaining unit" shall be deemed to include those individuals regularly employed in the following classifications:

Mortgage Clerk
Deed Clerk

Section 2. Notwithstanding the provisions of this article, management, including the Chief Deputy Recorder, confidential, fiduciary, supervisory, casual, seasonal, and students whose primary purpose is education or training or who work as part-time employees less than fifty percent (50%) of the normal year shall be excluded from the bargaining unit.

Section 3. The Employer will advise the Union of any proposed new classification(s) and the responsibilities of said classification(s), and agrees to meet and confer with the Union regarding inclusion of any such new classification in the bargaining unit. If the Union and the Employer are unable to agree whether said classification shall be included in the bargaining unit, the parties agree to jointly file a petition for amendment of certification with the State Employment Relations Board (SERB) pursuant to their rules and regulations solely to determine whether said classification(s) shall be included in the bargaining unit.

ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The Union recognizes and accepts the right and authority of the Employer to determine matters of inherent managerial policy which include but are not limited to areas of discretion or policy such as:

- 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 operations;
- 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 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 exclusive function of the Employer.

ARTICLE 3 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 work rules formulated after the effective date of this agreement shall be reduced to writing and made available to the Union and distributed to all bargaining unit employees no less than ten (10) work days before implementation, unless an emergency situation prevails, in which case it becomes effective immediately, and may be, at the request of either party, a proper subject of a labor/management meeting.

Section 2. It is agreed and understood that the Employer shall have the right to revise and/or initiate work rules with respect to the conduct of its employees. The Employer agrees that no work rule shall be in conflict with the provisions of this agreement.

Section 3. A copy of the department's work rules outlined in Section 1 herein shall be made available to all bargaining unit employees.

ARTICLE 4 NON-DISCRIMINATION

Section 1. No person or persons or agencies responsible to the Employer, nor the Union and its officers, shall discriminate for or against any employee on the basis of race, sex, color, national origin, age, disability, ancestry, military status, genetic history, or membership or non-membership in the Union.

Section 2. 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 3. 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 4. 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 5. 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 NO STRIKE/NO LOCKOUT

Section 1. Inasmuch as this agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for the uninterrupted services to the citizens of Jefferson County. Therefore:

- A. The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone or participate in any strike, sympathy strike, work stoppage, or any other interruption of operations or services of the Employer, by its members or other employees of the Employer, during the term of this agreement. When the Employer notifies the Union that any of its members are engaged in any such strike activity, as outlined herein, the Union shall immediately, conspicuously post notice over the signature of an authorized representative of the Union to the effect that a violation is in progress and such notice shall instruct all employees to immediately return to work. Should the Union fail to post such notice, the Employer shall have the option of seeking appropriate legal remedies. Any employee failing to return to work after notification by the Union as provided herein, or who participates in or promotes such strike activities as previously outlined, may be disciplined and/or discharged, and only the question of whether or not he/she did in fact participate in or promote such action shall be subject to appeal through the grievance procedure, including third party adjudication.

Section 2. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit employees during the term of this agreement, unless those employees shall have violated Section 1 above.

Section 3. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

Section 4. "Strike" means concerted action in failing to report to duty; willful absence from one's position; stoppage of work; slowdown or abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms and other conditions of employment. Stoppage of work by employees in good faith or because of dangerous or unhealthful working conditions at the place of employment which are abnormal to the place of employment shall not be deemed a strike.

ARTICLE 6 PROBATION PERIODS

Section 1. Every newly hired full-time employee will be required to successfully complete a probationary period. The new hire probationary period shall begin on the first day for which the employee receives compensation from the Employer and shall continue for a period of one hundred twenty (120) calendar days for bargaining unit employees. The Employer may, with written notification to the Union and the individual employee, extend the new hire probationary period to a maximum of sixty (60) calendar days. Probationary employees may be removed during their initial probationary period without appeal rights through the grievance procedure contained herein. Upon request from the affected employee, the Employer agrees to meet and discuss with the employee the reason(s) that warrant such removal. Such request must be made no later than two (2) work days following the notice of removal.

Section 2. Newly promoted bargaining unit employees may be required to successfully complete a promotional probationary period. The promoted probationary period shall begin on the date the employee begins receiving compensation for the duties of the new position and shall continue for a period of ninety (90) calendar days. An employee who evidences an unsatisfactory performance in the new position may be returned to her former classification any time during this period. Should this occur, the Employer shall provide a written statement of the reason(s) for such removal to the employee.

Any promotional 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.

ARTICLE 7 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 their individual 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 next calendar week following the pay period 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 deduction 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 assessment deductions.

Section 6. It is agreed that neither the employee nor the Union shall have a claim against the Employer for errors in the processing of deductions, unless a claim of error is made to the Employer in writing within sixty (60) days after the date such an error is claimed to have occurred. If it is found an error was made, it will be corrected at the next pay period that the Union dues deduction 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. One (1) month advance notice must be given the payroll clerk prior to making any changes in an individual's dues, fees, or assessments deduction.

Section 8. Each eligible employee's written authorization for dues, fees, and assessments deduction shall be honored by the Employer for the duration of this agreement, unless the eligible employee certified 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 assessments 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 assessments deductions, at the Employer's option, upon written notice by certified mail to the Union, may be cancelled upon the termination date 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 (AAA) 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 8 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 up to 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 with a list of local officers' names, addresses, and positions held. The Union agrees to keep the list current.

Section 3. The Employer will recognize one (1) steward to act in accordance with the provisions of this agreement. A steward involved in the presentation of a grievance or the representation of an employee at a grievance presentation or disciplinary conference will be permitted to leave her work and work area to represent the employee, provided the steward has received prior approval from her 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 may 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 4. 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 5. 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 of the nature of the Union activity.
3. The Union employee official shall cease unauthorized Union activities immediately upon the request of the supervisor.

Section 6. Elected Union delegates or alternates to the Union statewide conferences or conventions may be granted time off without pay to attend such meetings. Such time off shall be granted to no more than one (1) employee and shall not exceed three (3) days. The employees shall provide the Employer with at least thirty (30) calendar days notice.

Any employee elected to the Statewide Council of the Union may be given time off without pay to attend scheduled meetings, provided a schedule of the regular Statewide Council 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 granting of any unpaid leave described herein is subject to the staffing level and/or work load requirements of the Employer. The Employer may deny such leave in such event.

Section 7. Within thirty (30) calendar days following the execution of the agreement, and whenever a change occurs thereafter, the Employer agrees to furnish the Union steward an updated seniority list.

ARTICLE 9 LABOR/MANAGEMENT MEETINGS

Section 1. In the interest of sound labor/management relations, unless mutually agreed otherwise, once every six (6) months on a mutually agreeable day and time the Employer and/or his designated representative, and one (1) other member of management, shall meet with not more than one (1) employee representative 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.

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. discuss grievances which have not been processed to the third party adjudication step of the procedure when such discussions are mutually agreed to by the parties;

3. notify the Union of changes made or contemplated by the Employer or the County which affect bargaining unit members of the Union, including advising on new or combined classifications;
4. disseminate general information of interest to the parties;
5. 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
6. 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) work 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 be convened as soon as feasible.

Section 5. Except as provided herein, 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 her work area. 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 10 CORRECTIVE ACTION

Section 1. No employee shall be reduced in pay/position, suspended, discharged, or removed except for just cause.

Section 2. Except in instances wherein an employee is found guilty of serious misconduct, discipline will be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy.

Progressive corrective disciplinary action is the responsibility of the Employer; however, corrective actions shall be based on good cause, be uniformly applied, and be consistent with this agreement. Disciplinary action shall include 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 (1) or more steps if the actions of the employee amount to 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.

- A. Whenever the Employer determines that an employee may be suspended, reduced, or terminated, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the alleged misconduct.
- B. Not less than twenty-four (24) hours prior to the scheduled starting time of the conference, the Employer will provide to the employee a written outline of the charges which may be the basis for disciplinary action. The employee must choose to:
 - (1) appear at the conference to present an oral or written statement in her defense;
 - (2) appear at the conference and have a chosen representative present an oral or written statement in defense of the employee; or,
 - (3) elect in writing to waive the opportunity to have a predisciplinary conference.

Failure to elect and pursue one (1) of these three (3) options will be deemed a waiver of the employee's right to the disciplinary conference.

- C. At the predisciplinary conference, the Employer/designee will ask the employee or her representative to respond to the allegations of misconduct which were outlined to the employee.
- D. The employee or her representative may present any testimony, witnesses, or documents which explain whether or not the alleged conduct occurred. The employee and the Employer shall provide a list of witnesses to each other not later than one (1) hour prior

to the predisciplinary conference. It is the employee's responsibility to notify her witnesses that their attendance is desired.

- E. The employee or her representative will be permitted to confront and cross-examine witnesses. A written report will be prepared by the hearing officer concluding as to whether or not the alleged conduct/incident occurred. The Employer will decide what discipline, if any, is appropriate. A copy of this report will be provided to the employee by the Employer within five (5) days following its submission to the Employer.
- F. The predisciplinary conference will be held by a person selected by the Employer or his designee.
- G. The decision of the Employer may be appealed by filing a grievance at Step 2 of the grievance procedure within five (5) working days of receipt of the decision.

Section 4. Records of disciplinary action involving verbal and/or written reprimands shall cease to have force and effect twelve (12) months after their effective date, providing there is no intervening disciplinary action taken during that time period. All other records of disciplinary action shall cease to have force and effect twenty-four (24) months after their effective date, providing that there has been no intervening disciplinary action taken during that time period.

Section 5. Verbal and written reprimands may be subject to appeal through the grievance procedure up to and including the Recorder's step. Such appeals shall not be subject to the arbitration step contained in Article 13 herein. Suspensions, removals, or reductions may be appealed through the grievance procedure and shall be initiated at the Recorder's step of the grievance procedure.

ARTICLE 11 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 her personnel file. Once requested, the Employer will make the file available at the earliest practical time. If any bargaining unit employee is involved in a grievance regarding a matter in which materials in her personnel file may be relevant, the affected employee's Union representative will be granted access to the employee's personnel file at a reasonable time where such access is authorized, in writing, by the bargaining unit employee.

Section 2. If any employee, upon examining her personnel file, has reason to believe that there are inaccuracies in those documents contained therein, the employee may write a memorandum to the Employer or his appropriate representative explaining the alleged inaccuracy. If, upon investigation, the Employer 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 Employer or his representative a written clarification or explanatory memorandum. The Employer 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. A bargaining unit employee will be provided a copy of any new material placed in her personnel file after the effective date of this agreement.

ARTICLE 12 HEALTH AND SAFETY

Section 1. Safety should be a concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to make a reasonable effort to provide safe working conditions and working methods for all employees. The employee(s) accepts the responsibility to maintain departmental equipment and the work area in a safe and proper manner, and accepts the responsibility to follow all safety rules and safe working methods of the Employer. All working conditions believed to be unsafe must be reported to the employee's supervisor in charge as soon as said unsafe working conditions are known. The supervisor will investigate all reports of unsafe working conditions, and will make every reasonable effort to correct any which are found and see that the safety rules and safe working methods are followed by bargaining unit employees.

ARTICLE 13 GRIEVANCE PROCEDURE

Section 1. The term "grievance" shall mean an allegation by a bargaining unit employee 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 nor those matters not covered by this agreement.

Section 2. All grievances must be processed at the proper step in order to be considered at subsequent steps.

Any employee may withdraw a grievance at any point by submitting in writing a statement to that effect, or by permitting the time requirements at each step to lapse without further appeal. Any grievance which is not submitted by the employee within the time limits provided herein shall be considered resolved based upon management's last answer.

Any grievance not answered by management within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure. All time limits on grievances may be extended upon mutual consent of the parties.

Section 3. It is the intent of the Employer and the Union to provide for prompt adjustment of grievances with a minimum amount of interruption of the work schedules. Every responsible effort shall be made by the Employer and the Union to effect the resolution of grievances at the earliest step possible. In furtherance of this objective, the following procedure shall be followed:

Step 1: In order for an alleged grievance to receive consideration under this procedure, the grievant must identify the alleged grievance to her immediate supervisor within five (5) work days of the occurrence that gave rise to the grievance. The supervisor shall provide an answer within five (5) work days following the date on which the supervisor was informed of the alleged grievance. If the issue is not resolved, the employee shall reduce the grievance to writing, on the agreed upon form, and within three (3) work days following the response from the supervisor, submit said grievance to the supervisor. The supervisor shall, within five (5) work days following the receipt of the written grievance, schedule a meeting with the employee and the Union steward, if the former desires such person to be in attendance. The supervisor shall investigate and respond in writing to the grievant within five (5) work days following the meeting date.

Step 2: If a grievance is not resolved at the first step of this procedure, the employee may appeal, in writing, within five (5) work days of receiving the supervisor's written reply, to the Recorder. The Recorder shall investigate the grievance, and no later than ten (10) work days following the receipt of the grievance, unless otherwise agreed and arranged in writing, meet with the employee and her Union representative (if the employee so wishes). The Recorder, within ten (10) work days after the meeting with the employee, shall issue a decision in writing to the employee.

Step 3 - Arbitration: If the grievance is not satisfactorily settled in Step 2, the Union may make a written request to the Employer that the grievance be submitted to arbitration. A request for arbitration must be submitted within forty-five (45) calendar days following the date the grievance was answered in Step 2. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the second step reply.

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 (FMCS). The parties shall agree on a submission agreement, if possible, outlining the specific issues to be determined by the arbitrator prior to requesting the list. The parties shall select an arbitrator within ten (10) working days from the date the list of seven (7) arbitrators is received. Failure of the parties to request the list of arbitrators and/or to select the arbitrator within the time limits agreed upon herein shall be construed as a waiver from the Union to pursue the issue to arbitration. The parties shall use the alternate strike method from the accepted list of seven (7) arbitrators submitted to the parties by the FMCS. The party requesting the arbitration shall be the first to strike a name and the parties will alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to

hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this agreement in question. 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 himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him 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 incident was first discussed at Step 1 herein.

Objections to the arbitrability of a grievance may be raised by either party at any step of the procedure and prior to the arbitration hearing. When applicable, the first question to be placed before the arbitrator will be whether or not the alleged grievance is arbitrable.

The decision of the arbitrator shall be final and binding upon the Union, the employee and the Employer. Any costs involved in obtaining the list of arbitrators shall be shared equally by the parties. All costs directly related to the services of the arbitrator shall be borne by the losing party. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the cost of the arbitration, or in what proportion the parties shall share the cost.

Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reporter 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 4. All grievances must contain the following information to be considered and must be filed using the grievance form mutually agreed upon by both parties:

1. aggrieved employee's name and signature;
2. aggrieved employee's classification;

3. date grievance was filed in writing;
4. date and time grievance occurred;
5. a description of the incident giving rise to the grievance;
6. specific articles and sections of the agreement violated;
7. desired remedy to resolve the grievance.

Section 5. A grievance may be brought by any employee covered by this agreement. Where a group of bargaining unit employees desire to file a grievance involving an incident affecting several employees in the same manner, the Union steward may file a policy grievance on behalf of all affected employees. Each employee who desires to be included in such grievance shall be required to sign the grievance.

Section 6. For purposes of this article, work days shall be defined as Monday through Friday. Working days as used in this article shall not include Saturdays, Sundays, or holidays.

Section 7. Employees covered by this agreement shall have the right to present grievances in accordance with this procedure with or without Union representation. The adjustment of said grievance shall not be in violation of the agreement and the Union steward shall be present at the adjustment.

Section 8. The writing and presentation of a grievance shall be done during work hours, provided said time is reasonable, as determined by the Employer. If a grievance hearing is scheduled during normal work hours, the grievant shall not suffer any loss of pay while in attendance at such hearing.

ARTICLE 14 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.

Section 3. 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 15 VACANCIES AND PROMOTIONS

Section 1. Whenever the Employer determines that a permanent vacancy exists, a notice of such vacancy shall be posted for five (5) work days. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. Such posting shall include, but not be limited to, job duties, essential functions of the position, special license/certification, if required, skills and abilities, and the closing date of the posting.

Section 2. Nothing in this article shall be construed to limit or prevent the Employer from temporarily filling a vacant position, pending the Employer's determination to fill the vacancy on a permanent basis.

Section 3. All timely filed applications shall be reviewed considering the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary record, ability to perform the essential functions of the position, and seniority.

Section 4. Once the selection has been made, the Employer will notify all applicants of the selection.

ARTICLE 16 TEMPORARY ASSIGNMENT

Section 1. Employees who are temporarily required to do work normally assigned to a higher paying classification in or out of the bargaining unit shall be paid the higher rate of pay for the complete eight (8) hour shift.

ARTICLE 17 LAYOFF AND RECALL

Section 1. When the Employer determines that a layoff or job abolishment is necessary, he shall notify the affected employees at least fourteen (14) calendar days in advance of the effective date of the layoff or job abolishment. The Employer, upon request from the Union, agrees to discuss with representatives of the Union the impact of the layoff on bargaining unit employees.

Section 2. The Employer shall determine in which classification(s) layoff will occur. Within each classification affected, the Employer shall layoff an employee(s) in the following order:

Employees in reverse order of departmental seniority. The employee with the least amount of departmental seniority shall be the first one laid off, and this process shall continue with other employees until the specific number of employees to be laid off has been achieved.

Any employee receiving a notice of layoff shall have two (2) work days in which to exercise a bump to any equal or lower paying position, provided the bumping employee has greater seniority and provided said employee possesses the qualifications to perform the duties of the position without additional training.

Any employee who is bumped from their position shall have two (2) work days in which to exercise their bumping rights in a similar manner.

Any employee who does not have sufficient seniority and/or the skills, ability, or qualifications to bump another employee shall be laid off and placed on a recall list.

Section 3. When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of one (1) year after the effective date of the layoff.

Section 4. A notice of recall from layoff shall be sent to the employee by registered mail with a copy to the Union. The Employer may comply 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 five (5) working days following the date of mailing of the recall notice to notify the Employer of his intention to return to work, and shall have ten (10) working days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice.

ARTICLE 18 HOURS OF WORK/OVERTIME

Section 1. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal work day or work week for the purpose of promoting efficiency or improving services, or from establishing the work schedules of employees. Such restructuring shall not be done for the purpose of avoiding payment of overtime. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 2. The standard work week for all full-time employees covered by the terms of this agreement shall be forty (40) hours, including a lunch period. The work week shall be computed between 12:01 a.m. on Saturday of each calendar week and 12:00 o'clock midnight the following Friday.

Section 3. When an employee is required by the Employer to work more than forty (40) hours in a calendar week, as defined in Section 2 above, including the lunch period, she shall be paid overtime pay for all time worked in excess of the forty (40) hours. Overtime pay shall be paid at the rate of one and one-half (1 1/2) times the employee's regular hourly rate of pay.

Section 4. Each employee shall be granted a paid lunch period during their regular work shift, in accordance with the practice observed at the execution of this agreement.

Section 5. Compensation shall not be paid more than once for the same hours under any provision of this article or agreement.

ARTICLE 19 SICK LEAVE

Section 1. Sick leave credit shall be earned at the rate of four and six tenths (4.6) hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, but not during a leave of absence or layoff, to a limit of fifteen (15) days, or one hundred twenty (120) hours per year. Unused sick leave shall accumulate without limit.

Section 2. An employee who has prior service with the State of Ohio, or any political subdivision thereof, shall be given credit for any earned but unused sick leave balances as a result of such prior public employment upon verification of such balances to the Employer, except that deduction shall be made for any payment or credit given by the previous employer in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from such public service shall be placed on her credit as provided by this section upon her re-employment with the Employer provided that such re-employment takes place within ten (10) years from the date on which the employee was last separated from public service.

Section 3. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave in accordance with the appropriate sections of this agreement.

Section 4. Sick leave shall be charged in minimum increments of one (1) hour. Employees shall be charged for sick leave only for days upon which they would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

Section 5. Sick leave shall be granted to an employee upon approval of the Employer and for the following reasons:

- A. Illness or injury of the employee or of a member of her immediate family where the employee's presence is verified/substantiated by medical documentation;
- B. Death of a member of the employee's immediate family;
- C. Medical, dental, or optical examination or treatment of the employee or her immediate family which cannot be scheduled during non-working hours;
- D. A member of the immediate family is afflicted with a contagious disease and due to exposure to the contagious disease the presence of the employee at his job would jeopardize the health of others; and
- E. Pregnancy and/or childbirth and other conditions related thereto.

Section 6. Up to five (5) days sick leave may be granted to the employee in the event of a death in the employee's immediate family, defined as follows: brother, sister, spouse, child, mother, father, or other person standing in loco parentis (in place of parent) to the employee, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, grandchild. Funeral leave days must be consecutive work days and include the day of the funeral. Where the day of the funeral is on a day the employee is otherwise not scheduled to work, the consecutive work days will be scheduled with the approval of the Employer.

Section 7. When an employee is unable to work, she shall notify the supervisor or other designated person no later than one-half (1/2) hour after the time she is scheduled to report to work on each day of absence, unless emergency conditions make it impossible or unless the employee has made other reporting arrangements with the supervisor.

Section 8. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. The use of sick leave with intent to defraud shall be grounds for disciplinary action.

Section 9. If medical attention is required, the employee may be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform her duties. Such physician's statement may be required for absence of three (3) or more consecutive work days due to illness. Whenever the Employer suspects abuse of the use of sick leave, he may require proof of illness in the form of a physician's statement of disability to approve the use of such leave.

Section 10. The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist selected by the Employer, to determine the employee's physical or mental capability to perform the essential functions of the employee's position. If found not qualified, the employee may be placed on sick leave, disability leave, or other applicable leave(s) without pay. The cost of such examination shall be paid by the Employer.

**ARTICLE 20
CONVERSION OF UNUSED SICK LEAVE**

Section 1. An employee who is both eligible for and elects to take her public employee retirement benefits shall be entitled to convert accrued but unused sick leave to a cash payment on the following basis:

An employee 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 maximum payment under this provision shall not exceed two hundred eighty (280) hours of pay. For the purpose of this provision, retirement shall be considered that criteria established for retirement from active service with the Employer at the time of separation under the Public Employees Retirement System (PERS).

**ARTICLE 21
HOLIDAYS**

Section 1. Full-time bargaining unit employees shall be entitled to the following paid holidays:

New Years Day
Martin Luther King Day
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
1/2 Day on Good Friday
1/2 Day on Primary Election Day
1/2 Day on General Election Day
Employee's Birthday

Section 2. In the event any of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be observed as the holiday. In the event any of the aforementioned holidays falls on a Sunday, the Monday immediately succeeding shall be observed as the holiday.

Section 3. Full-time employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above when no work is performed on such holiday.

Any work performed by an employee on any one of the days listed in Section 1 shall be paid at the rate of one and one-half (1 1/2) the straight time rate, in addition to holiday pay.

Section 4. Should a holiday occur during an employee's vacation leave, such vacation day will not be charged against her vacation leave.

For employees covered by this agreement to receive holiday pay for those days listed in Section 1, the employee must work her scheduled day preceding the holiday and her scheduled day succeeding the holiday, except if excused due to approved sick leave certified by a doctor's statement. Further, an employee shall not be eligible for holiday pay should a holiday fall within a period of military, education, personal, and/or sick (except as provided herein) leave(s) of absence.

Section 5. Full-time employees shall be entitled to two (2) days personal leave with pay each contract year. Personal days/leave may be used in increments of four (4) hours. The granting of personal leave shall be subject to workload requirements and staffing levels. An employee shall submit a request for paid personal leave within a twenty-four (24) hour period prior to the date/time requested. The Employer may waive such advance notice at its discretion.

ARTICLE 22 VACATIONS

Section 1. Full-time bargaining unit employees shall be entitled to vacation leave with pay after one (1) year of continuous service with the Employer. The amount of vacation leave to which an employee is entitled is based upon the length of continuous service as follows:

After 1 year of service	80 hours vacation (3.1 hours per pay period)
After 8 years of service	120 hours vacation (4.6 hours per pay period)
After 15 years of service	160 hours vacation (6.2 hours per pay period)
After 25 years of service	200 hours vacation (7.7 hours per pay period)

An employee shall not be entitled to vacation leave until she has completed one (1) year of continuous service with the Employer.

Section 2. Vacation leave requests are subject to the work load requirements and staffing levels of the Employer. The Employer shall have the right to deny vacation requests should operational considerations require such action. Therefore, requests for vacation leave shall be submitted to the Employer based on the following schedule:

One (1) week (forty [40] hours) or more - at least thirty (30) calendar days prior to the start/date of such leave requested.

One (1) day (eight [8] hour) increments - at least forty-eight (48) hours prior to the start/date of such leave requested.

Section 3. Vacation leave shall normally be taken by an employee between the year in which it was earned and the employee's next anniversary date of employment. The Employer may, upon written request from an employee, permit an employee to carry over accumulated but unused vacation leave from one (1) year to the next. Such carryover vacation leave shall not exceed three (3) years and shall be limited to a maximum of thirty (30) days.

Section 4. An employee is entitled to compensation, at her current rate of pay, for the pro-rated portion of any earned but unused vacation leave for the current year to her credit at time of separation, and in addition shall be compensated for any unused vacation leave accrued to her credit, to the maximums set forth in this article.

Section 5. In the case of the death of an employee, the unused vacation leave to the credit of such employee shall be paid to the deceased employee's spouse, or to the estate of such employee. Employees shall be required to provide written documentation as to their beneficiary for the purposes of this section.

ARTICLE 23 WAGES

Section 1. The parties agree that effective March 1, 2012, bargaining unit employees shall receive a three percent (3%) increase.

Effective March 1, 2013, the parties agree to a wage reopener for the remaining two (2) years of the contract with a guarantee of not less than three percent (3%) increase to be effective March 1, 2013, and three percent (3%) effective March 1, 2014. The parties agree to begin negotiations sixty (60) days prior to March 1, 2013.

Section 2. Bargaining unit employees hired on and after the effective date of this agreement shall be paid at a starting rate of twelve dollars (\$12.00) per hour. Upon the successful completion of his/her initial probationary period, the employee shall be compensated at the applicable hourly rate of pay of the classification they are performing work in.

ARTICLE 24 LONGEVITY PAY

Section 1. Full-time bargaining unit employees shall receive a longevity payment based on the following schedule:

Years with the Department

Rate

0 – Completion of 4 years	\$-0-
5 – Completion of 9 years	\$.25 per hour
10 – Completion of 14 years	\$.50 per hour
15 – Completion of 19 years	\$.75 per hour
20 – Completion of 24 years	\$1.00 per hour
25 years and over	\$1.25 per hour

**ARTICLE 25
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 27.2. 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) calendar day advance notice of such modifications/change.

Section 27.3. A bargaining unit employee who attends a health care committee meeting scheduled during his normal work hours shall suffer no loss of straight time pay for such participation. Attendance at such meeting(s) shall not be unreasonably denied.

**ARTICLE 26
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, 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 three (3) 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, 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, the employee shall be assigned to a similar classification. If no similar classification exists, then a layoff situation may occur pursuant to Article 17, "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 Employer, 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. 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.

E. 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.

F. 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.

G. 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 17, "Layoff and Recall."

H. Family And Medical Leave

Requests for Family and Medical Leave shall be complied with in accordance with the policy adopted by the Board of County Commissioners. The Employer agrees to provide a copy of the policy, prior to the effective date, to the Union and bargaining unit employees in accordance with Article 3 herein.

I. Union Leave

A duly-elected Union delegate who is in the bargaining unit may be granted time off without pay for the purpose of participating in the CWA International Convention. Such time off shall be limited to one (1) employee, with not more than a total of eight (8) work days per contract year for such activity. The granting of such leave shall be subject to the operational needs of the Department, at the discretion of the Employer.

The Union/affected employee shall provide the Employer at least one (1) month's advance written notice of the request for said leave.

Section 2. Paid Leaves.

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. 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 one 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.

**ARTICLE 27
WAIVER IN CASE OF EMERGENCY**

Section 1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Board of Jefferson County Commissioners, the Jefferson County Sheriff, the Federal or State Legislature, such as acts of God and civil disorder, the following conditions of this agreement shall automatically be suspended:

- A. Time limits for Management replies or the Union's appeals on grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of all employees.

Section 2. Upon the termination of the emergency, should grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this agreement and shall proceed from the point in the grievance procedure to which they (the grievance[s]) properly progressed. All work rules and/or agreements and practices relating to the assignment to all employees will be in effect upon the termination of said emergency.

**ARTICLE 28
SEVERABILITY**

Section 1. It is the intent of the Employer and the Union that this agreement comply with all applicable law(s) and legal statutes.

Section 2. If any provision of this agreement is subsequently declared by legislature or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, all other

provisions of this agreement shall remain in full force and effect for the duration of this agreement.

In the event any provision of this agreement is declared by legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes, the parties shall meet within two (2) weeks of the publication of such a determination for the purpose of negotiating a lawful alternative provision. Any mutually agreeable resolution of such provision shall be reduced to writing, signed by the parties, and incorporated into the agreement. In the event the parties are unable to negotiate an alternative provision, the matter shall be postponed until contract negotiations are reopened for a successor agreement.

ARTICLE 29 APPLICATION OF CIVIL SERVICE

In accordance with the provisions of Ohio Revised Code (ORC) 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 (OAC):

<u>Contract Article</u>	<u>Supercedes and/or Prevails Over</u>
Article 6, Probationary Period	ORC 124.27 OAC 123: 1-19-01; 123: 1-19-03; 123: 1-23-03 – 12
Article 10, Corrective Action	ORC 124.34
Article 13, Grievance Procedure	ORC 124.34
Article 14, Seniority	ORC 124.321-328
Article 15, Vacancy and Promotions	ORC 124.27 – 124.32
Article 16, Temporary Assignments	ORC 124.33
Article 17, Layoff and Recall	ORC 124.321 – 124.328 OAC 123: 1-41-01-23
Article 18, Hours of Work & Overtime	ORC 4111.03
Article 19, Sick Leave	ORC 124.38 – 124.391; 124.396
Article 20, Conversion of Unused Sick Leave	ORC 124.391 OAC 123: 1-32-05; 123: 1-32-07-10
Article 21, Holidays	ORC 325.19

Article 22, Vacations

ORC 325.19

Article 26, Leaves of Absence

ORC 124.382; 124.386

OAC 123: 1-34-01

ARTICLE 30 DURATION OF AGREEMENT

Section 1. This agreement shall be effective as of March 1, 2012, and shall remain in full force and effect until midnight February 28, 2015.

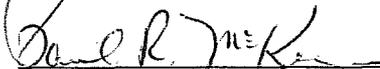
Section 2. If either party desires to modify or amend this agreement, it shall give written notice of such intent no earlier than ninety (90) calendar days prior to the expiration date nor later than forty-five (45) calendar days prior to the expiration date of this agreement. Such notice shall be by 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 the negotiations which resulted in this agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the 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 canceled.

SIGNATURE PAGE

**FOR THE JEFFERSON
COUNTY RECORDER**



Paul R. McKeegan, Recorder

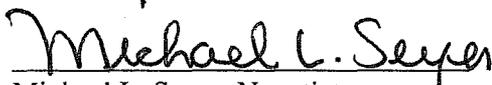
Dr. Thomas Graham, President
Jefferson County Commissioners



Thomas G. Gentile, Commissioner

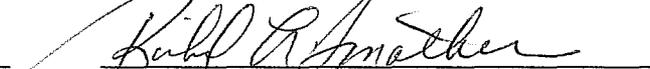


David C. Maple, Commissioner

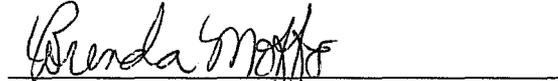


Michael L. Seyer, Negotiator

**FOR THE COMMUNICATIONS
WORKERS OF AMERICA**



Richard L. Smathers, Chairman



Brenda Moffo, Chief Steward

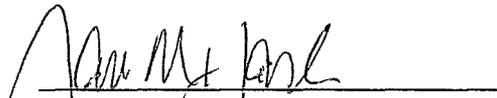


Seth Rosen, Vice President, District 4



William H. Bain, CWA Staff Representative

APPROVED AS TO FORM



Jane Hanlin, Prosecutor

SIGNATURE PAGE

**FOR THE JEFFERSON
COUNTY RECORDER**



Paul R. McKeegan, Recorder

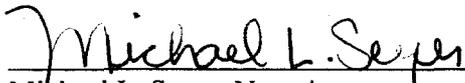
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Thomas G. Gentile, Commissioner

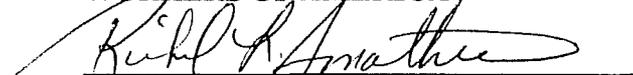


David C. Maple, Commissioner



Michael L. Seyer, Negotiator

**FOR THE COMMUNICATIONS
WORKERS OF AMERICA**



Richard L. Smathers, Chairman



Brenda Moffo, Chief Steward

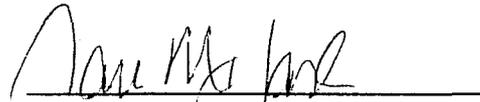


Seth Rosen, Vice President, District 4



William H. Bain, CWA Staff Representative

APPROVED AS TO FORM



Jane Hanlin, Prosecutor

LETTER OF UNDERSTANDING

The Jefferson County Recorder, hereinafter referred to as the "Employer," and the Communications Workers of America, hereinafter referred to as the "Union," agree to the following.

Whenever a bargaining unit employee is temporarily assigned to the duties of a non-bargaining unit employee(s), the parties agree the provisions of Article 16, Temporary Transfers, shall apply.

LETTER OF UNDERSTANDING

The Jefferson County Recorder, 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) and Ohio's Public Sector Risk Reduction Act, Section 4167 of the Ohio Revised Code.

LETTER OF UNDERSTANDING

Effective March 1, 2009, and for each month of the agreement, bargaining unit employees shall be reimbursed their full monthly parking expense. An employee shall submit his parking expense receipt to the Recorder on a monthly basis in order to be eligible for such reimbursement.