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STATE EMPLOYMENT
RELATIONS BOARD

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BARGAINING

AGREEMENT

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**ALLEN COUNTY DEPARTMENT
of JOB AND FAMILY SERVICES
and
COMMUNICATION WORKERS
of AMERICA – LOCAL 4319**

01/01/14 through 12/31/16

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**ARTICLE 1
PREAMBLE**

The parties to this Agreement are the Allen County Department of Job and Family Services ("Employer"), and the Communications Workers of America, AFL-CIO, (Union).

**ARTICLE 2
UNION RECOGNITION**

Section 1. UNION RECOGNITION. The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment for "bargaining unit employees" as defined in Section 2 of this Article. The Employer has recognized the Union pursuant to a representation election in accordance with Revised Code Chapter 4117.

Section 2. BARGAINING UNIT DEFINED. Wherever used in this Agreement, the term "bargaining unit employees" shall mean all regular full-time and all regular part-time employees employed by the Employer who hold the positions listed below. All classifications/positions listed in this section shall include all employees serving an initial probationary period. However, when a vacancy occurs in any position, the Employer is not required to fill the position:

Account Clerk 1
Clerical Specialist 1
Unit Support Worker 2
Eligibility/Referral Specialist 1 and 2
Investigator 1 and 2
Maintenance Repair Worker
Social Service Worker 1 and 2

- A. The term "regular full time employees" shall mean bargaining unit employees who are normally scheduled to actually work 37.5 or more hours per week;
- B. The term "regular part time employees" shall mean bargaining unit employees who are normally scheduled to actually work weekly less than 37.5 hours per week, except that persons who are regularly scheduled to work throughout the year but who may not be regularly scheduled to work each week shall also be considered "regular part time employees."
- C. Use in this agreement of the masculine or feminine gender, in titles or otherwise, shall be

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construed as including both male and female employees and not as specific sex designations.

Section 3. EXEMPT EMPLOYEES. All management, confidential and supervisory personnel, guards and/or independent contractors within the meaning of Ohio Revised Code 4117 -- including the

Account Clerk 2 (Confidential Employee)
Account Clerk Supervisor
Assistant County Job and Family Services Administrator
Business Administrator
County Job and Family Services Administrator
Eligibility/Referral Supervisor 1 and 2
Case Manager/Investigation Supervisor 1
Police Officer
Program Administrator
MIS Specialist 1 & 2
Social Service Supervisor 1 and 2
Quality Control Reviewer
Human Resource Administrator
Clerical Supervisor

and all "casual and seasonal employees" and "students" within the meaning of Revised Code 4117 and independent contractors, any person employed through a government-funded employment program, and all other persons employed by the Employer not included in Section 2 of this Article are excluded from the bargaining unit.

Section 4. NEW POSITIONS. The Employer reserves the right to create and fill new positions without bargaining with the Union. The Employer agrees to notify the Union when a new position has been created and to indicate whether the position is included or excluded from the bargaining unit. Should the Union disagree with the employer's designation, the Union shall notify the Employer within five (5) working days and the parties will meet and attempt to resolve the dispute. If the dispute is not resolved, the dispute shall not be settled by the grievance-arbitration procedures of this Agreement, but the Union shall file a unit clarification petition with SERB within 30 working days of its meeting with the Employer.

If the Union fails to meet the timeframes established by this section, the Employer's determination shall be considered accepted. This Section shall also apply to new classifications created as a result of a job audit.

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**ARTICLE 3
UNION SECURITY**

Section 1. EMPLOYEE AUTHORIZATION OF DUES WITHHOLDING. The Employer and the Union agree that payroll deduction of Union dues is available to all employees in the bargaining unit upon the submission of written authorization by the employee to the Employer, and upon presentation to the Employer by the Union of a copy of the employee's signed union membership card.

Section 2. PAYROLL DEDUCTION OF DUES. The payroll deduction of the regular Union dues shall be in regular amounts each pay period during which an employee is in active pay status.

Section 3. MAINTENANCE OF MEMBERSHIP. Any bargaining unit employee who is a member of the Union on the date of the ratification of this Agreement, or who becomes a member during the term of this Agreement, shall not revoke his/her authorization for regular membership dues deduction, except during the month of October 2016. Revocations submitted during the month of October, 2016, shall become effective on the expiration date of this Agreement. Employees who revoke their membership during the month of October 2016, shall cease to have membership dues deducted during the payroll period in which this Agreement expires.

Section 4. EMPLOYER'S DISCLAIMER OF LIABILITY. It is specifically agreed that the Employer assumes no obligation, 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, and the Union shall reimburse the Employer for any costs in defending such actions. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union. The parties agree and understand that if an employee(s) files an action against the Agency and/or Union regarding any of the deductions made under this Article, the deductions shall cease immediately. It is further agreed and understood that the Union shall solely be responsible for any reimbursement required to be made to the employee(s), the Employer's cost of the action, and the cost assessed and owed to the employee(s) in pursuit of the action.

**ARTICLE 4
UNION REPRESENTATION**

Section 1. BARGAINING REPRESENTATIVE. The Union may select one representative for every thirty (30) bargaining unit employees, with a minimum of three (3) union representatives. The Union shall submit in writing, the names of union officers and the union representatives to the Employer.

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Section 2. UNION TIME. The union representative shall not suffer any loss of regular straight time pay for time spent in the activities listed below, provided such activities are performed during normal working hours:

- A. Representation of bargaining unit employees at presentations at steps in the grievance procedure or pre-disciplinary meetings, including time spent in discussions with the affected employee(s) concerning the grievance/discipline (time spent by union representative under this subsection shall be limited to a maximum of fifty hours per calendar year per representative and sixty five hours per calendar year for the Unit Director); all time spent by union representatives on union activities during normal working hours shall be arranged in advance with the representative's immediate supervisor and shall be subject to the work schedule. Total time spent each calendar week shall be reported in writing to the Director or designee on the Monday immediately following that calendar week. At no time should union activities interfere with scheduled client appointments or other work assignments.
- B. Time spent attending Labor/Management meetings;
- C. The Employer agrees that no more than three (3) bargaining unit employees who are selected as representatives to serve on the Union Negotiating Committee shall be paid at straight time their regular wage rate during negotiating meetings with the Employer for the purpose of reaching a successor to this Agreement, when such meetings are scheduled during normal working hours. For hours which exceed normal work hours, negotiating committee members shall be granted an equal amount of straight time off.
- D. UNION LEAVE. A leave of absence with pay and without loss of seniority will be granted where practicable for up to three (3) employees per year elected or selected by the Union to attend the annual Union convention and to receive training in public sector bargaining and contract implementation. The leave time shall not exceed five (5) days per year per employee and only one employee shall be on such leave at a time, unless otherwise approved by the Director/Designee. No less than two weeks notice shall be given for such leave. Union leave shall be mutually agreed to by the Union officer and the Director/Designee. The Union will reimburse the agency for the employee's wages, the agency's Public Employees Retirement contribution, Workers' Compensation expenses, Medicare and the pro-rated share of health care and life insurance.

Time spent for the purposes set forth in this Article shall be considered work time for the purposes of computing overtime. Union representatives shall not be entitled to straight time or overtime pay for union

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activities (as specified in Section 2 A and B of this Article) conducted after normally scheduled work hours.

Section 3. BULLETIN BOARD. The Employer shall provide a bulletin board at a reasonable location which may be used by the Union for the purpose of posting notices. All notices which appear on a bulletin board for Union posting shall have joint approval in advance of posting by the Job and Family Services Administrator or his or her designee and a union representative and shall be dated. All notices which appear on a bulletin board for union posting shall be posted by a union representative. Union notices related to the following matters may be posted:

- A. Union recreation and social affairs
- B. Notice of Union meetings
- C. Union appointments
- D. Notice of Union elections
- E. Results of Union elections
- F. Reports of standing committees and independent arms of the Union
- G. Publications, rulings or policies of the Union
- H. Items of general interest

Nothing of a political or derogatory nature shall be posted.

Section 4. LABOR/MANAGEMENT COMMITTEE. In the interest of sound labor/management relations, unless mutually agreed otherwise, once each quarter on a mutually agreeable day and time, the Employer and/or his or her designees shall meet with not more than three (3) representatives of the Union to discuss matters of mutual interest concerning:

- A. the administration of this Agreement
- B. notification to the Union of changes made by the Employer which affect bargaining unit members,
- C. grievances which have been processed beyond the final step of the grievance procedure when such discussions are mutually agreed to by the parties to the grievance including the aggrieved employee(s).
- D. ways to increase productivity and improve efficiency,
- E. health and safety matters relating to employees,
- F. suggestions on subjects of interest to bargaining unit employees.
- G. the parties must exchange agendas for the meeting at least five (5) working days in advance of the scheduled meeting with a list of the matters to be taken up in the meeting, and the names of those union representatives who will be in attendance.

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- H. If special labor/management meetings have been requested and mutually agreed upon, they shall be convened as soon as possible.

Section 5. INFORMATION PROVIDED TO THE UNION. Upon written request, with a three (3) working day advance notification, the Union shall be provided written notice of the following:

- A. Intended layoffs in accordance with Article 16
- B. Vacancies in accordance with Article 18
- C. Outside workshops, conferences, and training sessions made available through Allen County Department of Job and Family Services
- D. A list of bargaining unit members, their job classifications and seniority dates in accordance with Article 2 & 15.
- E. A list of regular union dues payers arranged alphabetically, showing the employee's seniority, social security number, date of appointment, home address, job title, and amount of dues paid and forwarded to the Union.
- F. A list of changes in classifications, transfers, and terminations, including the names of the affected employees, and changes in home addresses of bargaining unit employees.

Section 6. CWA REPRESENTATIVES. The Employer agrees that no more than two (2) accredited representative of the Communication Workers of America shall be admitted to the Employer's facility during working hours upon appointment with the Employer. The purpose of these visitations shall be to participate in the adjustment of grievances as provided in Article 12, Grievance Procedure at the request of the employee and to attend any other meetings where such representative's presence is required. The Union agrees that such activities shall not interfere with the normal work duties of employees. The Employer reserves the right to designate a reasonable meeting place for such visits.

Section 7. USE OF AGENCY COPIERS AND FAX MACHINE. The Union will be permitted to use the Agency fax machine. The Union agrees to reimburse the Agency the cost of materials received and transmitted over the fax machine. In addition, the Union shall be permitted to use Agency copy machines provided that a monthly copy count is submitted by the Union to the Job and Family Services

Administrator or his/her designee. The Employer reserves the right to charge to the Union the costs of copies should the number of copies made become excessive.

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ARTICLE 5
PLEDGE AGAINST DISCRIMINATION AND COERCION

Section 1. **JOINT PLEDGE.** Neither the employer nor the union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, age, national origin, citizenship status or because the employee is an individual with a disability or a member of any protected classification recognized by applicable federal or state law.

Section 2. **EMPLOYER PLEDGE.** The Employer, and the Employee's representatives, agree not to interfere with the rights of employees to become members of the Union or to refrain from becoming members of the Union, and shall not engage in disparate treatment, interference, restraint or coercion because of an employee's membership in the Union or lack of membership in the Union or because of any lawful activity engaged in by an employee in his/her official capacity on behalf of the Union.

Section 3. **UNION PLEDGE.** The Union and its representatives agree not to interfere with the rights of employees to become members of the Union or to refrain from becoming members of the Union, and shall not engage in disparate treatment, interference, restraint or coercion because of an employee's membership in the Union or lack of membership in the Union.

Section 4. **RESOLUTION.** If a question arises as to a possible violation of this Article, the Employer and Union agree to meet and discuss the issue in an attempt to resolve the matter prior to any filings under ORC 4117.

ARTICLE 6
MANAGEMENT RIGHTS

Section 1. **MANAGEMENT RIGHTS.** Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions of management are retained and vested exclusively in the Employer, including but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion:

- A. to reprimand, warn, suspend, discharge, or otherwise discipline bargaining unit employees for cause;
- B. to determine the number of bargaining unit employees to be employed and adequacy of the work force;
- C. to hire bargaining unit employees, determine their qualifications and assign, direct, and supervise their work, establish caseload sizes and case assignments, set performance standards, and evaluate their performance;

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- D. to promote, demote, transfer, lay off, recall to work, and retain bargaining unit employees;
- E. to set the standards of productivity and the services to be rendered;
- F. to maintain and/or improve the efficiency and effectiveness of governmental operations;
- G. to determine the personnel, process, methods, means, standards and facilities by which operations are conducted;
- H. to set the starting and quitting time and the number of hours and shifts to be worked;
- I. to use independent contractors to perform work or services; to subcontract or contract out work;
- J. to expand, reduce, alter, combine, transfer, assign, or cease any job, position, department, operation or services;
- K. to control and regulate the use of machinery, facilities, equipment and other property of the Employer;
- L. to introduce new or improved methods, materials, machinery, and equipment;
- M. to determine the number, location and operation of departments, divisions, and all other units of the Employer;
- N. to issue, amend and revise policies, rules, regulations, procedures, and practices;
- O. to take whatever action is necessary or advisable to determine, manage and carry out the mission of the Employer;
- P. to determine matters of inherent managerial policy including functions and programs of the public Employer, standards of services, overall budget, mission of the Employer, and organizational structure; and
- Q. to exercise all additional rights and functions reserved to management by the Ohio Revised Code and federal law.

During the term of this agreement, the Employer may make unilateral changes with respect to any and all subjects reserved to management. Should the Employer consult with the Union over the decision to make changes, such consultation shall not be a waiver of the employer's right to make unilateral changes.

Section 2. UNION RECOGNITION OF MANAGEMENT RIGHTS. The Union recognizes that all matters encompassed in Section 1 of this Article which are not expressly modified by this Agreement or ensuing agreements shall remain the function of the Employer.

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ARTICLE 7
NO STRIKE/NO LOCKOUT

In consideration of the Employer's commitment as set forth in Section 4 of this Article;

Section 1. The Union agrees that during the term of this Agreement or any extensions thereof, neither it, its officers agents, representatives, stewards, committeemen, members or bargaining unit employees shall authorize, instigate, aide, condone or engage in any of the following actions or inactions by its members, bargaining unit employees or other employees employed by the Employer:

- A. Strike;
- B. Sympathy strike;
- C. Work stoppage;
- D. Work slowdown;
- E. Concerted action in failing to report to duty
- F. Willful absence from bargaining unit member's position; or
- G. Abstinance, in whole or in part, from the full, faithful and proper performance of the duties of employment.

The Union's agreement to refrain from the actions listed in A through G above is made regardless of whether or not such actions involve:

- A. A matter subject to resolution by the grievance/arbitration provisions of this Agreement; or
- B. A matter specifically referred to or covered in this Agreement; or
- C. A matter which has been discussed between the Employer and the Union; or
- D. A matter which was within the knowledge or the contemplation of the Employer and/or the Union at the time this Agreement was negotiated or executed, except as authorized by Chapter 4117 of the Ohio Revised Code.

Section 2. The Union agrees that it shall at all times cooperate with Management to see that operations are continued in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of this Article. In the event any conduct in violation of the Article occurs, the Union shall promptly notify all employees that the conduct is prohibited and not in any way sanctioned or approved by the Union. The Union shall promptly request all bargaining unit members to cease any violation of this Article. Employees who persist in illegal activities in violation of this Article, after being duly advised by the Employer or the Union of the provisions of this Article, may be subject to disciplinary action.

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Section 3. In accordance with Ohio Revised Code Chapter 4117, the Employer may take action against bargaining unit employees and/or the Union, its officer, agents representatives, or members who violate this Article.

Section 4. In consideration of the Union's commitment as set forth in Section 1 of this Article, the Employer shall not lock out bargaining unit employees.

Section 5. In accordance with Ohio Revised Code Chapter 4117, the Union and/or the Employee(s) may take action against the Employer, its supervisors, agents, or representatives who violate this Article.

**ARTICLE 8
WORK RULES**

Section 1. IMPLEMENTATION OF RULES. The Employer retains the right to unilaterally promulgate work rules which do not violate the express terms of this Agreement. It is the Employer's intention that the Employer's work rules be interpreted and applied uniformly to all employees under similar circumstances. Each employee will be given a current copy of the work rules when effective or at the time of employment. Should the Employer add to, amend, delete, or otherwise change its work rules, such additions, amendments, deletions or changes shall be reduced to writing, distributed to employees and posted on Agency bulletin boards three [3] days prior to implementation.

Section 2. EMERGENCY RULES. This Article does not limit the right of the Employer, in cases of emergency, to change or implement a work rule prior to the conclusion of the posting period.

Section 3. POLICY AND PROCEDURES MANUAL. All employees shall have access to the Department's policy and procedure manual. Any additions or amendments to the policy and procedure manual shall be distributed to all employees.

**ARTICLE 9
INCLEMENT WEATHER**

Section 1. AGENCY CLOSURE. If the Agency is closed by order of the Governor of Ohio or the County Commissioners for an entire regular working day, all employees who were scheduled to work on that day shall be paid their regular straight time rate for any hours they were scheduled to work. If the Agency is closed by order of the Governor of Ohio or the County Commissioners for part of a regular working day, those employees who reported for work on that day and are working at the time of the closing shall be

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paid their regular straight time rate for the remainder of their scheduled hours; when the partial closing occurs at the start of a regular working day, those employees who were scheduled to work and who actually report for work when the Agency reopens, shall be paid their regular straight time rate for the hours the Agency was closed.

Section 2. LATE ARRIVAL OR ABSENCE DUE TO INCLEMENT WEATHER. When Section 1 does not apply, and when inclement weather prevents an employee from reporting for work, the employee shall notify her supervisor as soon as possible. Such employee may request vacation, a personal day, or compensatory time during these absences or may take leave without pay if all paid leaves are exhausted. An employee may also request vacation, compensatory time, or leave without pay when he/she reports late due to inclement weather; however, the employee will still be considered "tardy" in accordance with Article 27, Section 10.

**ARTICLE 10
CONTRACTING OF WORK**

In accordance with the Employer's desire to provide steady employment for employees in the bargaining unit, the Employer will not employ outside contractors for work which will result in the elimination of regular full-time or regular part-time positions of employment and laying off regular full-time or regular part-time employees in the bargaining unit who customarily do such work. The Employer may contract for goods, services, or work of vacant bargaining unit positions if such contracts will result in greater efficiency and/or cost savings. Upon request from a bargaining unit employee, the Employer may utilize individuals under government funded work programs so long as the utilization of these individuals does not result in the layoff of bargaining unit employees. A bargaining unit employee may be assigned no more than one (1) government-funded work programs individual at a time.

**ARTICLE 11
HEALTH AND SAFETY**

Section 1. WORKING CONDITIONS. It is agreed that safety must be a prime concern and responsibility of both parties. Therefore, the Employer accepts the responsibility to provide safe working conditions, tools, equipment and working methods for the employees. The Department will correct unsafe working conditions, and see that the safety rules and safe working methods are followed by employees. The employees so accept the responsibility to maintain their tools, equipment, and work area in a safe and proper manner, and accept the responsibility to follow all safety rules, and work in a safe manner. Unsafe working conditions must be reported orally and in writing to the supervisor or Administrator as soon as said unsafe working conditions are known.

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Section 2. HAZARDOUS WORK. The Employer will not instruct an employee to perform hazardous work which is uncommon to the position or to operate any equipment which in the reasonable exercise of ordinary care might cause injury or illness to the employee or anyone else. An employee shall not be subject to disciplinary action by reason of his/her failure to perform work on the basis of this Section.

**ARTICLE 12
GRIEVANCE PROCEDURE**

Section 1. GRIEVANCE DEFINED.

- A. Should differences arise between the Employer and the Union or any employee as to the meaning or application of the provisions of this Agreement, such differences shall be settled in the following manner. Additionally, any employee who has been disciplined (loss of pay or position discipline) may file a grievance directly at step 3.
- B. Grievances may be filed by the Union as a "class action." This pertains solely to those actions taken by the Employer that affect or potentially affect all employees of the bargaining unit. The Union must present the issue to the Employer in writing within five (5) working days of the facts giving rise to the grievance/issue having occurred. At that time, the Union and the Employer may mutually agree to informal discussions to resolve the issue. If the parties are unable to reach agreement or, when one or both parties determine that a resolution of a dispute cannot be achieved, a written statement shall be presented to the other party with the date of delivery being the "date of occurrence" for the purposes of the five (5) day deadline to file a grievance.

SECTION 2. PROCEDURE. The time limit as provided in this Article may be extended only upon the written consent, obtained in advance of the time limit, of both parties to this Agreement. The aggrieved employee[s] and the Union may withdraw a grievance at any time by submitting a written statement withdrawing the grievance or by permitting the time requirements at any step to lapse without further appeal. Any grievance not taken forward to the next step shall be considered settled based upon the Employer's last response. Any grievance not answered by the Employer's representative within the stipulated time limits may be advanced by the employee and the Union, where appropriate, to the next step in the grievance procedure. For the purpose of this Article, "days" means work days Monday through Friday.

Section 3. GRIEVANCE FORM. To be considered, all grievances must contain the following information:

- A. Aggrieved employee[s] name and signature;
- B. Date grievance was first discussed;

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- C. Date grievance was responded to in writing from Step 2;
- D. Name of supervisor with whom grievance was discussed;
- E. Date grievance was filed in writing;
- F. Date, place and time of incident[s] giving rise to grievance;
- G. Brief description of incident[s] giving rise to the grievance;
- H. Articles and sections of the Agreement violation; and,
- I. Desired remedy to resolve the grievance

Section 4. GRIEVANCE STEPS. The following steps shall be followed in the processing of a grievance. Before a formal grievance is submitted at step one, employees and/or union representatives are encouraged to discuss the matter/issue with the supervisor directly involved in the matter.

Step 1. The aggrieved employee(s) shall present the grievance verbally, and the union representative shall present the grievance in writing to the employee(s) immediate supervisor within 5 days of the occurrence of the grievance. If the grievance directly involves a supervisor other than the employee's immediate supervisor, the grievance shall be presented to the supervisor who was directly involved. The supervisor shall respond within 5 days.

Step 2. If the grievance is not satisfactorily resolved at Step 1, the union representative may present the grievance to the aggrieved employee(s)' Department Head within 5 days after receipt of the supervisor's response. Within 5 days after receipt of the written appeal, the Department Head shall respond in writing to the aggrieved employee(s) and the union representative. If the aggrieved employee(s) immediate supervisor reports directly to the Job and Family Services Administrator, the grievance shall skip step 2 and may be advanced from step 1 to step 3.

Step 3. If the grievance has not been resolved at Step 2, the aggrieved employee(s) and the Union may, within 5 days, complete the next step of the grievance form and submit the grievance to the Job and Family Services Administrator or his or her designee. The Job and Family Services Administrator or his or her designee shall render a written decision within 5 days. If the Director's response does not satisfactorily resolve the grievance, the Union and the Employer agree to meet, discuss, and attempt to resolve the dispute before a request is made by the Union to arbitrate the issue. This meeting shall take place within five (5) days of the issuance of the Job and Family Services Administrator's written decision.

Step 4. ARBITRATION. If the grievance is not satisfactorily resolved at Step 3, it may be submitted to Arbitration upon request of the Union in accordance with this Section of this Article. The Union, based upon the facts presented, has the right to decide whether to seek arbitration of the grievance. Within 30 calendar days from the date of the final answer in Step 3, the Union shall notify the Job and Family Services Administrator of its intent to seek arbitration of a grievance. The Union may withdraw its

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request to arbitrate at any time prior to the actual hearing. Any cancellation fee due to the arbitrator shall be paid by the Union. However, when any grievance scheduled for arbitration and settled before the hearing takes place and which results in a fee due the arbitrator, the fee shall be shared equally by both parties. Any grievance not submitted within the 30 calendar day period described herein shall be deemed settled on the basis of the last answer given by the Job and Family Services Administrator.

- A. **SELECTION OF ARBITRATOR.** After receipt of a request to arbitrate, the Union shall submit a request to the American Arbitration Association for issuance of a list of seven arbitrators. Each party shall be responsible to pay the cost billed by the American Arbitration Association for Arbitrator list(s). The parties shall then choose an arbitrator by alternately striking a name from the list until one (1) name remains as the arbitrator chosen by the parties. The parties will alternate who strikes first. This process shall not take more than thirty (30) calendar days to complete from the date the Union notifies the Employer of its intent to arbitrate.
- B. **PREARBITRATION MEETING.** Either party may request in writing, a pre-arbitration meeting, and a meeting shall be conducted. Such meeting shall be for the purpose of discussing the merits of the grievance, to exchange lists of witnesses (with a description of testimony expected), and to exchange copies of any documents expected to be used in the arbitration hearing. Requests for such meeting shall be in writing and presented to the other party at least thirty (30) calendar days after the Unions request for arbitration was presented. A meeting shall be scheduled for a date no later than ten (10) days after receipt of request for a pre-arbitration meeting, unless parties agree otherwise. If either party should decide to utilize rebuttal documents or witnesses it shall inform the other party no later than seven (7) days after the pre-arbitration meeting. Any documentation or witness lists not exchanged through this procedure cannot be used in the arbitration hearing and the arbitrator shall not allow any documents or witnesses not previously provided or listed.
- C. **QUESTION OF ARBITRABILITY.** 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. The first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.
- D. **LIMITS ON AUTHORITY OF ARBITRATOR.** The power of the arbitrator shall be limited strictly to the interpretation, application or enforcement of the express terms of this Agreement. The arbitrator shall have no power to modify, change, add to or subtract from

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- the express terms of this Agreement. The decision of the arbitrator shall be final and binding upon the parties.
- E. **COST OF ARBITRATION.** The costs and fees of the arbitrator shall be borne by the losing party. In the event that the arbitrator's decision fails to grant the requested award of the aggrieved employee[s], and represents a "split-decision," the costs and fees of the arbitrator shall be borne equally by the parties. All other costs and fees of each party shall be borne by the party incurring the expense. The Arbitrator shall be requested to rule on the assignment of costs at the time of presentation of his/her written award. The fees of the court reporter shall be paid by the party asking for a court reporter; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcripts.
- F. **ATTENDANCE AT HEARINGS.** Any bargaining unit member whose attendance is required for such hearing shall not lose pay or benefits to the extent such hearing hours are during the employee's normally scheduled working hours on the day of the hearing. The grievant and one (1) union representative shall also be entitled to two (2) additional hours of paid time prior to and/or after the scheduled hearing time provided these hours fall during the employee's and representative's normally scheduled working hours. Employee witnesses' testimony shall be scheduled to minimize interruption to the operations of the Department.
- G. **POST HEARING BRIEFS.** Either party, by the close of the hearing, may request that a written post-hearing brief be submitted to the arbitrator in advance of his/her decision. Such requests shall be honored. Where either party to the arbitration requests a transcript of the hearing, no post-hearing brief shall be due before three weeks after receipt of the transcript. The arbitrator has the power to grant reasonable requests for extensions of time to submit post-hearing briefs.

**ARTICLE 13
DISCIPLINE**

Section 1. **DISCIPLINE FOR JUST CAUSE.** No employee who has successfully completed his/her initial probationary period shall be reduced in pay or position, suspended without pay, or forfeit accumulated vacation in lieu of suspension without pay at the employees option, or removed except for just cause. Initial probationary employees may receive oral or written warnings, discipline or discharge at the sole

discretion of the Employer at any time during their probationary period without right of recourse to the

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grievance procedure. For the purposes of this Article, days means working days unless otherwise specified.

Section 2. MANNER OF DISCIPLINE. Any time the Employer or any of his or her designees has reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 3. PRE-DISCIPLINARY PROCESS. Whenever the Employer or his designee determines that an employee may be disciplined for cause (including only suspension without pay, forfeiture of accumulated vacation leave at the employee's option, reduction or termination), a pre-disciplinary meeting will be scheduled to give the employee an opportunity to offer an explanation of the allegation(s).

- A. Pre-disciplinary meetings will be conducted by the Job and Family Services Administrator or his or her designee. It is understood that the Employer has the right to conduct interviews of Employees regarding allegations of misconduct. These interviews shall not be construed to be pre-disciplinary meetings. At these interviews, employees may be accompanied by a union representative. Employees may waive, in writing, the notice of pre-disciplinary meeting.
- B. Not less than two (2) working days prior to the scheduled starting time of the pre-disciplinary meeting, the Employer will provide to the employee a written outline of the charges and proposed disciplinary action. Employees may waive, in writing, their right to union representation during the disciplinary process. Such waivers may be withdrawn by the employee at any time. The employee must choose to: (1) appear at the pre-disciplinary meeting to present oral and/or written statements in his/her defense; or (2) appear at the pre-disciplinary meeting and have a chosen union representative present oral and/or written statements in defense of the employee; or (3) elect in writing to waive the opportunity to have a pre-disciplinary meeting.
- C. At the pre-disciplinary meeting, the Job and Family Services Administrator or his or her designee and/or the Employer representative conducting the pre-disciplinary meeting will ask the employee or his/her union representative to respond to the allegation(s) which were outlined to the employee as provided in Section 3(B) of this Article. It is understood that no employee may refuse to answer questions that pertain to the allegations during the pre-disciplinary meeting. Failure of the employee to respond truthfully may result in further disciplinary action, including termination. The Union representative shall have the right to conduct interviews with employees regarding the allegations of misconduct.

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- D. A written report will be prepared by the Job and Family Services Administrator or his or her designee who conducted the pre-disciplinary meeting. The report will address the allegations and recommendations for discipline. This report shall be provided in writing to the employee within five (5) days after the pre-disciplinary meeting, unless otherwise extended by mutual agreement in writing. Any employee who has been disciplined (loss of pay or position) may file a grievance directly at step 3 of the grievance procedure.

ARTICLE 14
PERSONNEL FILES

Section 1. INSPECTION OF PERSONNEL FILE. Each employee may inspect his/her personnel file or documentation maintained by the Employer or the employee's supervisor or administrator at any reasonable time mutually agreeable to the Employer and the employee. The inspection shall be conducted in the presence of the Job and Family Services Administrator or his/her designee. At the time of inspection, the employee may, upon request, be given a copy of any documents contained therein. The date of inspection of the file shall be noted in the file and signed by the employee and the Job and Family Services Administrator or his/her designee. If an unfavorable statement or notation is in the file, the employee has the right to place a statement of rebuttal or explanation in his/her file within 10 days of discovery of the statement or notation.

Section 2. DISCIPLINE RECORDS. Records of oral and written warnings shall, upon written request of the employee, be removed from the personnel file nine (9) months from the date of issuance, providing no intervening warnings or discipline have occurred. Any record of discipline of any kind shall, upon written request of the employee, be removed from the personnel file two (2) years from the date of issuance, providing no intervening discipline of any kind has occurred. If, as a result of settlement through the grievance procedure or as a result of a decision of an arbitrator:

- A. The employee is deemed not to have engaged in misconduct for which he or she was disciplined, all references to the disciplinary action will be removed from the employee's file; or
- B. The discipline is reduced, the employee's personnel file shall reflect the final disciplinary action.

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ARTICLE 15
SENIORITY

Section 1. GENERAL. Seniority, as defined in Section 2 of this Article, will accrue solely in accordance with the provisions of this Article. Only full-time and part-time employees as defined in Article 2 of this agreement shall accrue seniority.

Section 2. DEFINITION OF SENIORITY. Seniority shall mean uninterrupted length of continuous service with the Employer. Seniority shall not accrue to an initial probationary employee. Employees who successfully complete their initial probationary period shall possess seniority from the first day of the probationary period.

Section 3. BREAK IN SERVICE.

- A. The following situations shall not constitute a break in continuous service:
1. Absence while on approved leave of absence
 2. Absence while on approved sick leave or disability leave
 3. Military leave
 4. A layoff of less than one (1) year's duration
 5. A resignation where the bargaining unit employee is re-employed or reinstated within thirty (30) days after his or her resignation.
- B. The following situations constitute a break in continuous service for which seniority is lost:
1. Discharge for just cause
 2. Retirement
 3. Layoff for one year or more
 4. Failure to return to work within eight (8) calendar days after notice of recall from layoff is mailed, or seventeen (17) calendar days after notice of recall from layoff is mailed to an employee who is employed by another Employer which requires two weeks notice of resignation
 5. Failure to return to work at the expiration of a leave of absence
 6. A resignation where the employee is re-employed or reinstated after thirty-one (31) days or more.

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Employees who have lost seniority as set forth in "3" or "6" above and who, in the sole discretion of the Employer are rehired, shall have their accrued seniority restored when they work an additional two years for the Employer after being rehired.

- C. Seniority shall not accrue during time spent with the Employer in a supervisory, management level, or hybrid supervisory/management level position. However, any seniority accrued while an employee was a member of the bargaining unit shall be maintained, but shall be frozen as of the date the employee left the bargaining unit. Employees who remain employed by the Employer shall have such frozen seniority restored upon return to a bargaining unit position if their promotion was designated as a temporary assignment. Employees permanently promoted to a non-bargaining unit position and who later return to a bargaining unit position shall have their frozen seniority restored after working an additional two (2) years in a bargaining unit position.

Section 4. PART-TIME EMPLOYEES. Regular part-time employees shall accrue seniority in the following manner: one calendar week (7 days) for each 40 hours actually paid.

Section 5. SENIORITY LIST. The Employer will post on an Agency bulletin board one (1) copy of a seniority list within fourteen (14) calendar days after the effective date of this agreement and each quarter beginning in January, showing the seniority of each employee in the bargaining unit. It shall be the burden of the employee to prove any alleged inaccuracies in the seniority list. The Union or any employee shall have thirty (30) calendar days after the list is posted to protest his/her position on that list or his/her date for seniority.

ARTICLE 16
LAYOFF AND RECALL

Section 1. EMPLOYER DETERMINATION. The Employer shall determine whether a layoff or a job abolishment shall occur, the timing of layoffs or job abolishment, the number of employees to be laid off or whose jobs are to be abolished, and in which classifications and units within the Agency layoffs or job abolishments will occur. A reduction in the number of hours scheduled in a work week for other than full-time employees shall not be considered a layoff.

Section 2. NOTICE TO UNION. When the Employer determines that a layoff or job abolishment shall occur, the Employer will notify the Union no less than ten (10) working days in advance of the effective date of the layoff or job abolishment. Upon request from the Union, the Employer agrees to discuss with representatives of the Union the impact of the layoff or job abolishment on bargaining unit employees.

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The Union and Employer may also discuss reduction of work hours for employees either in lieu of layoffs or to reduce the number to be laid off.

Section 3. ORDER OF LAYOFF. Once the Employer determines the classifications and units, the employee(s) with the least seniority will be laid off first. When two or more employees have relatively equal experience, skill, ability and qualifications to do the work without further training, the employee(s) with the least seniority will be laid off first; except that should the employees have the same seniority date, the one with the lowest social security number shall be laid off first. Once the employees to be laid off have been identified, the employer will provide them with a 10-day notice of their lay off.

For each position selected by the Employer for layoff or abolishment, the displaced employee may, within the 10 day notice period, choose to bump into the positions listed below provided that the displaced employee meets the qualifications for that position and can perform the duties of that position without further training. For purposes of this Section, "further training" shall mean training, direction, or orientation, which exceeds four work weeks. The displaced employee may choose to exercise his/her right to bump as follows:

- A. the least senior employee in the same classification and pay range in the classification series;
- B. the least senior employee in the same classification series at successively lower classifications and pay ranges;
- C. the least senior employee in a lower pay range in the open classification series.

Only after bumping options A & B above are exhausted can an employee bump into the open series. Full-time employees shall first bump into other full-time positions in the same or successively lower classifications and classification series before bumping into a part-time position. Part-time employees shall only be eligible to bump into other part-time positions. Under no circumstances can a displaced employee bump an employee in a lower pay range with more seniority than the displaced employee.

For layoff/recall purposes, the following classifications series will be used:

Income Maintenance	Social Services/STEPS
E/R Spec. 2	SSW 2
E/R Spec. 1	SSW 1
USW 2	USW 2

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Fiscal/Clerical
Acct. Clerk 1

WIA Specific
E/R Spec. 1
E/R Spec. 2
USW 2

Overpayment Recovery
Investigator 2
Investigator 1

Open Series
MRW
Clerical Specialist 1

Section 4. **DISPLACEMENT CRITERIA.** Before a layoff in a classification series becomes effective, any employee who, on the effective date of the layoff, is serving a probationary period in a classification selected for layoff because of promotion shall be returned to his/her previous classification. For example, a layoff is proposed in the Social Services/STEPS classification series, and the classification within that series selected for layoff is a SSW 1. If there is a SSW 1 who is serving a probationary period due to promotion, that employee would first be returned to his/her prior classification. If, however, there is a SSW 2 serving a promotional probation, that employee would not be returned to his/her previous classification because the classification selected for layoff (in this example) was that of SSW 1.

All employees who bump into another position shall serve a 4 calendar week probationary period. The supervisor shall evaluate the employee after 2 weeks and at the end of the 4 week period. Employees who fail to adequately perform the duties of the "bumped" position shall be considered laid off.

Employees who bump to a lower classification will retain their original classification held prior to bumping down and shall be paid in accordance with Article 37, Section 8. Employees who are laid off will hold their original classification (if applicable) for the duration of the recall.

Section 5. **DISPLACED EMPLOYEES.** Employees who are displaced as a result of layoffs or job abolishments may designate whether or not they desire to have any accumulated, but unused, vacation and/or compensatory time, to which they are entitled paid off at separation. Such designation shall be made to the Human Resource Administrator, in writing, prior to the last day worked. Employees who elect to leave this time "on the books" will have such time paid off if they later resign or go off the recall list. Any payoff made as a result of resignation or removal from the recall list shall be made at the pay rate in effect at the time the employee was originally laid off.

Section 6. **EMPLOYER DETERMINATION OF RECALL.** The Employer shall determine when and what positions shall be filled during a recall and in which classification series and units within the Agency employees shall be recalled. If the Employer determines to fill a bargaining unit vacancy, such vacancy shall be posted in accordance with Article 18. The most senior employee who has been displaced will be

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offered the job first provided he/she meets the posted qualifications and provided the recall list has not expired. The Employer agrees to send copies of all bargaining unit postings to all laid off employees. It is the responsibility of each employee who is subject to recall to maintain a current address and phone number with the Employer. An employee shall be eligible for recall as described in this Section for a period of one year after the effective date of his/her layoff.

Section 7. RECALL NOTICE. Notice of recall shall be sent by certified mail to the employee, return receipt requested, with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the notice to the last address provided by the employee. The recalled employee shall have 8 calendar days following the date of mailing to return to work (17 calendar days for employees who are otherwise employed by an Employer who requires two weeks notice), unless a later date is specified in the notice. Within 6 days after the notice is mailed to the employee, the employee shall notify the Employer whether he intends to return to work. Any employee who does not return to work on the date specified or who refuses a recall shall be removed from the recall list with no further rights of recall.

ARTICLE 17
APPLICATION OF CIVIL SERVICE LAWS

Except as otherwise expressly provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, no Section of the Civil Service Laws contained in Revised Code Chapter 124 shall apply to employees in the bargaining unit with the exception of O.R.C. Section 124.57. It is expressly understood and agreed that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

ARTICLE 18
JOB POSTINGS, TRANSFERS & PROMOTIONS

Section 1. VACANCY DEFINED/POSTING PROCEDURE. A vacancy shall mean an opening in a position listed in Article 2, Section 2 of this Agreement. A change in position control numbers shall not constitute a vacancy for purposes of this Article. When the Employer determines to fill a vacant or newly created position within the Agency, such vacancy shall be posted on the Agency bulletin board for a period of not less than five (5) working days (excluding the date of posting). A copy of the posting shall be given to the designated union representative. The posting shall include the following:

- A. position title
- B. classification
- C. pay range

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- D. hours of work
- E. description of duties and responsibilities and the percentage of time assigned to each of the foregoing
- F. minimum qualifications required for the position as established by DAS
- G. immediate supervisor
- H. procedure to follow in applying for the position
- I. deadline for submitting applications
- J. date of posting
- K. necessary skills, knowledge and abilities as listed on the position description

The Employer will not consider applications filed after the deadline for submitting applications unless the employee was on an approved leave during the entire five (5) day posting period. In such cases, the affected employee shall have an additional five (5) working days from the last day of the original posting to submit an application. Whenever a test announcement is posted, it shall be accompanied by a list of positions which are covered by the test. No employee who is serving a probationary period in a position shall be eligible to apply for a vacancy covered by this Article.

Section 2. SELECTION CRITERIA. The Employer shall give first consideration to Agency employees who meet the minimum qualifications for the position and who have submitted a bid. The Employer shall also consider each applicant's necessary skills, aptitude, education, experience, health and physical fitness, training, performance evaluations, personnel file, records of tardiness and discipline, the results of any Employer-administered examinations, and seniority. Where two or more applicants are equally qualified based on all of the above criteria, the position will be offered to the applicant with the greatest seniority.

Section 3. PROBATIONARY PERIOD FOR PROMOTIONS AND TRANSFERS. Any employee who is promoted, accepts a lateral transfer to another classification, or bids on or is assigned to another position in the same classification shall serve a training and/or probationary period as specified in Article 19. If the Employer determines that an employee fails to demonstrate his or her ability to perform the duties required in the new position, the employee will be returned to his or her former position or a similar position in the same classification, at the same step/hourly wage held by the employee prior to the promotion with the employer's determination subject to grievance.

ARTICLE 19
PROBATIONARY PERIODS

Section 1. INITIAL TRAINING/PROBATION. All newly hired employees shall serve a training period and a probationary period as listed below:

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- A. Pay ranges 1 & 2: Four (4) week training period followed by a 120 day probationary period;
- B. Pay ranges 3 & 4: Six (6) week training period followed by 180 day probationary period.

Section 2. PROMOTION/LATERAL TRANSFER OR DEMOTION TRAINING/PROBATIONARY PERIODS. All promoted employees, and all employees who laterally transfer or are demoted to another classification shall serve a training period, and a probationary period as listed below:

- A. Pay ranges 1 & 2: Four (4) week training period followed by a 100 day probationary period;
- B. Pay ranges 3 & 4: Six (6) week training period followed by a 160 day probationary period.

Section 3. TRAINING/PROBATION CRITERIA.

- A. An employee serving an initial training or probationary period may be terminated at any time without right of recourse to the grievance procedure.
- B. An employee who is promoted or accepts a lateral transfer into another classification must successfully complete his/her assigned probationary period. An employee serving a training or probationary period due to promotion or lateral classification transfer whose performance is judged unsatisfactory shall be returned to a position in their former classification with right of recourse to the grievance procedure.
- C. Employees who are demoted and do not successfully complete the training and probationary period outlined in Section 2 above, shall be subject to discipline, up to and including termination with right of recourse to the grievance procedure
- D. Employees who bid on, and are accepted for, or are assigned to a different position in their current classification shall serve a training period as specified in Section 2, A or B in this Article, whichever is applicable.

Section 4. EXTENSION OF TRAINING. The training period for any employee shall be extended by one (1) working day for each absence of one (1) day.

Section 5. EXTENSION OF PROBATION. Employees serving an initial probation shall have that

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probationary period extended by one (1) working day for each absence of one (1) day. Promoted, demoted and laterally transferred employees who have absences in excess of ten (10) working days shall have their probationary period extended by one (1) day for each additional day absent (e.g. an employee absent fifteen (15) days will have probation extended by five (5) working days).

Section 6. EXTENDED ABSENCE. Promoted, demoted and laterally transferred employees serving a training and/or probationary period shall start a new training and/or probationary period if they are absent from work, or are expected to be absent from work, for a period in excess of thirty (30) calendar days, if such absence begins during the first half of their probationary period.

ARTICLE 20
NEW CLASSIFICATIONS

Section 1. USE OF NEW CLASSIFICATION. When the Employer utilizes a new classification and it is determined that the classification will be included in the bargaining unit the wages for the new position shall be determined as follows:

- A. If the position or classification is included in the wage clause of this Agreement, the wages specified in that clause shall apply.
- B. If the position or classification is not included in the wage clause of this Agreement, the Employer shall set a temporary wage rate which most nearly matches the bargained rate for employees performing similar duties or requiring similar qualifications and notify the Union of the temporary rate. The Union shall have the right, within 5 working days from receipt of notification to request negotiations concerning the rate. If negotiations are not requested within the 5 working day period, the temporary designation will automatically become final. If negotiations are requested in a timely manner and the parties are unable to reach an agreement within 30 days following receipt of the notice, the issue may be pursued by the Union through the grievance procedure beginning at Step 4, Arbitration. The arbitrator shall have no authority to set any wage rate for nonprofessional positions higher than the highest rate in the wage clause for nonprofessional positions. The arbitrator shall have no authority to set any wage rate for professional positions higher than the wage rate in the wage clause for professional positions.

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ARTICLE 21
PRESERVATION OF BARGAINING UNIT WORK

In accordance with the Employer's desire to provide steady employment for employees in the bargaining unit, the Employer will not assign work to any person other than a bargaining unit employee if such assignment will result in the elimination of regular full-time or regular part-time positions of employment or laying off regular full-time or regular part-time employees in the bargaining unit who customarily do such work. Nothing in this Section shall prohibit supervisors from performing the duties of positions within their units or other units within the Agency, provided that the performance of these duties does not result in the layoff of bargaining unit employees.

ARTICLE 22
WORKING OUT OF CLASSIFICATION

Section 1. TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATION. An employee who performs the job duties of a higher classification than his or her own for a period of more than five (5) consecutive working days shall receive the rate of pay of the higher rated classification at the step which represents no more than a 4% increase over the employee's normal rate of pay.

Section 2. TEMPORARY ASSIGNMENT OF DUTIES OF A LOWER CLASSIFICATION. Should it be necessary due to work requirements for an employee to perform the duties of a lower classification, the employee shall continue to receive the rate of pay of their classification. Except as provided herein, duties of a lower classification will not be assigned if the assignment would result in a lower classification for the position. The Employer may assign an employee to a position in a lower classification for a period not to exceed 90 calendar days unless the employee agrees, in writing, to a period exceeding 90 days. When an employee is assigned duties of a lower classification, or a position in a lower classification they shall continue to receive their rate of pay for their classification.

ARTICLE 23
POSITION AUDITS

Section 1. CRITERIA FOR REQUEST. All bargaining unit members have the right to proper classification of the position to which they are assigned, except when assigned to work on a temporary basis in a higher classification according to Article 24. A position audit may be requested except that audits shall not be requested:

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- A. On positions which are vacant;
- B. While the employee is on an approved leave of absence; or,
- C. After an employee has been notified that his or her position has been abolished or has been notified, in accordance with Article 17 Layoff and Recall, that his or her position is eliminated because of layoff.

All requests for position audits must first be filed in writing by the employee with the Employer, and at the same time a copy of the request shall be submitted to the Union.

The Union and the Employer shall be informed of all position audits by any bargaining unit employees and also have the right to review all paper work concerning position audits.

Section 2. DETERMINATION OF PROPER CLASSIFICATION. The Employer, the Union, and the employee who desires to request the audit shall exchange copies of the position description within three (3) calendar weeks of the employee's request. Should the position descriptions of the Employer and the employee differ, the Employer, the employee and the Union, shall meet to attempt to resolve their differences. The employee may be required by either party to perform a time study at any time during this process. Once agreement is reached on the position description, the Employer will make a final determination on the appropriate classification, subject to the grievance provisions of this agreement (Article 12). Employees who do not provide required documents or time studies, will be considered to have canceled their request.

Section 3. RESULTS OF RECLASSIFICATION. Employees who are reclassified to a higher rated position shall earn the higher rate of pay for that position by being placed in the step within the new pay range which will result in a pay increase. The higher rate of pay shall be retroactive to the date revised position description was approved, provided the employee has followed all provisions of this Article. If it is determined that the employee should be reclassified to a lower rated position, the employee shall not suffer a reduction in pay. However, the position shall be reclassified to the lower rated position when the position becomes vacant.

ARTICLE 24
PERFORMANCE EVALUATIONS

Section 1. EVALUATION PROCEDURE. Employees who have successfully completed an initial or subsequent probationary period shall be evaluated annually. The immediate supervisor shall meet with the employee to discuss the evaluation. At this time, both the supervisor and the employee shall sign the evaluation. The evaluation shall then be submitted to succeeding levels of supervision for relevant comments and signatures. The employee shall receive a copy of the final evaluation form. One copy of

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the form shall be placed in the employee's personnel file. The employee's signature on this evaluation does not constitute the employee's approval as to the contents of same. It merely signifies that said employee has reviewed their evaluation.

Employees who are serving an initial or subsequent probationary period shall be evaluated no less than midway through the probationary period and at least ten (10) days prior to the end of the probationary period. Additionally, probationary employees progress and performance shall be discussed/reviewed by the supervisor with the employee no less than every 30 days during the entire probationary period.

Section 2. EMPLOYEE COMMENTS. If the employee disagrees with any part of the evaluation, the employee shall submit his/her written comments explaining the disagreement within five (5) days of the time the performance evaluation is discussed with the employee. The employee shall sign and date an acknowledgement that the evaluation has been reviewed with the employee at the time of review, whether or not the employee agrees with the evaluation. The written comments will be reviewed with the supervisor and signed by the employee and supervisor. The employee's comments shall then be submitted to succeeding levels of supervision for signatures. The written comments will be attached to the evaluation and be made a part of the permanent record for as long as the evaluation remains a part of the employee's personnel file.

Section 3. PERFORMANCE CRITERIA/TRAINING. The Union acknowledges the Employer's right to establish performance criteria, train employees, individually or as a group, and individually review with them matters pertaining to performance of their jobs. The Employer agrees to notify the Union if changes are made in the rating scale or percentages on the evaluations. If the Employer determines that an employee needs training to rectify a deficiency, the Employer shall make the training available to the employee. If the employee believes additional training is needed, a written request will be given to his/her immediate supervisor with a copy to the Director. The supervisor will review this request with the employee and additional training will be scheduled within ten (10) working days. If the immediate supervisor believes there is no need for additional training, a written explanation will be given to the employee within ten (10) working days of the request.

Section 4. "Performance Goals" will be established by the supervisor for any area on the employee's evaluation in which the employee received either a (1) or a (2). These performance goals will be reviewed with the employee, and the employee shall sign off on the performance goals. A review of these areas will follow in (6) months. Annual evaluations and performance goals shall be placed in the employee's personnel file.

Section 5. A comprehensive mid-year performance review will be conducted approximately (6) months following the annual evaluation.

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- A. The mid-year review will not be placed in the employee's personnel file, but will be held by the supervisor/administrator.
- B. Performance goals resulting from the previous annual evaluation will be reviewed and renewed if the employee again receives either a (1) or a (2) in that area. Such performance goals will be placed in the employee's personnel file.
- C. If the mid-year performance review defines "new" areas in which the employee receives either a (1) or a (2), a performance goal will be established only for the purposes of

identifying areas of concern and to assist the employee in reaching and maintaining the expected performance level in that area. This performance goal will not be placed in the employee's personnel file.

Section 6. All documents concerning annual and mid-year evaluations and performance goals (whether in the personnel file or held by the employee's supervisor/administrator) may be used by the employer in regards to possible discipline if the employee continues to fail to adequately perform assigned duties.

Employees who have received a counseling, written reprimand or disciplinary action due to receiving a score of "1" on any area of the evaluation shall have further reprimands or discipline held in abeyance if, during the following six (6) month period, the employee reaches his/her performance goal in that area (i.e. receiving at least a score of three). If this improvement occurs in the six month period between the six month evaluation and the annual evaluation, the employee may still receive a score of less than "3" for the year.

Employees who have received either a counseling or written reprimand and who subsequently improve their score(s) in those areas to a score of "2" or better for two (2) consecutive six (6) month evaluation periods shall have the counseling or written reprimand voided. Employees who have received a suspension and who subsequently improve their score(s) in those areas to a score of "2" or better for four (4) consecutive six (6) month evaluation periods shall have the discipline voided.

Section 7. When new duties are assigned to an employee, the supervisor will meet with that employee to discuss the employee's progress and performance of the new duties. Such discussions shall be held every thirty (30) days for at least a ninety (90) day period. Either the supervisor or employee may request that the reviews continue beyond the ninety (90) day period.

Section 8. **QUALITY AND EXCELLENCE AWARDS.** Employees who exhibit outstanding overall performance based upon the scores received on their annual evaluation shall be eligible to receive either a "Quality" or an "Excellence Award." Employees who receive scores of no less than 3 on all areas of their evaluation shall receive a quality award of \$150.00. Employees who receive scores of no less than 4 on all areas of their evaluation shall receive an Excellence Award of \$300.00. If there are areas on an

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employee's evaluation for which a score of "3" is the highest attainable score, that area shall not be counted for purposes of the Excellence Award so long as the employee has earned a score of "3" on that area. This criteria will also be applied to all employees for item 1 of the agency-wide standards entitled "Understanding Agency Policies" (A score of "3" will be required on this area). Employees who receive a score of "1" or "2" on their 6 month evaluation and who achieve their performance goal in that area at a 100% level on the annual evaluation, will have that 100% level considered as a "3" for purposes of eligibility for a quality or excellence award, even if their average score for the full year is still a "1" or "2". This does not apply to the agency-wide evaluation standards. Quality and Excellence awards may be suspended, at the sole discretion of the Director, during times of limited funding, after meeting with the Union.

**ARTICLE 25
RESIGNATIONS**

Section 1. SUBMISSION OF RESIGNATIONS. Resignations should be made in writing to the Employee's supervisor, the Personnel Administrator, or the Job and Family Services Administrator. Whenever possible, at least two weeks notice should be given. Resignations shall be binding upon acceptance of the resignation by the Employer.

Section 2. CONVERSION OF ACCRUED TIME. Any accrued vacation or compensatory time must be disposed of by one of the following methods:

- A. The Employee will be paid for the accrued but unused vacation or compensatory time. Payment will be made on the payroll immediately following the payroll period during which the resignation becomes effective.
- B. Accrued vacation or compensatory time may be taken at mutually agreeable intervals prior to the last day of employment.

**ARTICLE 26
HOURS OF WORK/OVERTIME**

Section 1. WORK WEEK DEFINED. The work week shall commence at 12:01 a.m. Thursday and end at midnight the following Wednesday. The standard Agency work week shall consist of 5 days, Monday through Friday, for all full-time bargaining unit employees constituting forty hours paid at straight time; with a one hour lunch period (30 minutes of which is unpaid) which shall be taken from noon until 1:00 P.M., unless otherwise assigned by the Employer. The lunch hour may be altered periodically with prior approval of the supervisor, provided that it does not interfere with the employee's assigned work duties.

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Employees who return late from lunch will be docked in accordance with Section 10 of this Article. Employees must work a minimum of five hours in order to receive a thirty minute credit for the lunch period. Employees working less than five hours will subtract the hours worked from eight total work day hours to determine the amount of time to be taken as sick, vacation, compensatory time, or leave without pay.

Section 2. EMPLOYER DETERMINATION OF OVERTIME. The Employer retains the exclusive right to determine when overtime shall be worked, and, in accordance with Section 3 of this Article, which employees shall be required to work overtime. All overtime must be approved in advance by the Employer. When the Employer requires an employee to work in excess of the standard work week, in accordance with the Fair Labor Standards Act all additional hours shall be paid for at a rate which is one and one half times the employee's regular hourly rate of pay or shall be compensated as compensatory time off.

Section 3. ASSIGNMENT OF OVERTIME. When the Employer assigns overtime, the overtime shall be assigned, when practicable, to the employee who normally performs such duties. If that employee reasonably declines to work overtime, then the overtime will be assigned to employees in accordance with their qualifications to perform the work, and in order of seniority on a rotating basis. Once an employee, other than the employee who normally performs the duties, refuses overtime, their name shall go to the bottom of the list of names of qualified employees to be offered subsequent overtime. When the Employer determines that it is necessary for all qualified employees to work overtime, those employees have no right of refusal. When the Employer requires overtime, and the number of qualified employees exceeds the number necessary to complete the assigned task(s), the least senior qualified employees shall be required to work if more senior employees refuse the overtime. For example, if five employees are required to perform a task, and there are seven employees who are qualified to do the work, only the two most senior employees may refuse the overtime.

Section 4. CALL-IN PAY. When a bargaining unit employee is called at home after his or her scheduled hours of work have ended, the employee who responds to the request to work shall be paid at the rate of one and one-half times his or her hourly rate of pay for the time worked or compensated as compensatory time.

Section 5. COMPENSATORY TIME. If an employee wishes to receive time off in lieu of overtime pay, he or she shall indicate that choice to his or her supervisor before the end of the pay period in which the overtime work was performed. Compensatory time shall be earned at a rate of one and one half times the employee's normal hourly rate of pay and may be accumulated to a maximum of 60 hours and must be used within 12 months of the date it was earned. Any compensatory time not taken within the 12 month period will be paid to the employee at the pay rate in effect when the compensatory time was earned. An

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employee shall request compensatory time off by submitting a written request to his/her supervisor in advance, unless prohibited by an emergency beyond the control of the employee. The advanced request shall be an amount of time equal to or greater than the amount of time off being requested, and shall be subject to approval by the supervisor.

Section 6. WORK HOURS. The normal work hours at the Agency are from 7:00 a.m. to 3:00 p.m., 7:30 a.m. to 4:00 p.m. and 8:00 a.m. to 4:30 p.m. The Employer retains the right to change work schedules. When such changes are to be made, the Employer shall, except when circumstances do not permit, give five (5) days notice to employees whose work schedule is to be changed. If schedules are changed for some but not all employees in the same classification and work group, employees may exercise their seniority to determine who works each schedule.

Section 7. TIME CLOCK. Employees shall not swipe/punch in at the time clock prior to 6 minutes in advance of their scheduled starting time, and shall swipe/punch out no later than 6 minutes past their scheduled quitting time, unless prior authorization for overtime has been approved by the Employer for each occurrence of overtime. All employees shall swipe/punch in and out any time they are leaving the building for any reason, including lunch, other than for Agency business, or with prior approval of the supervisor. No employee shall swipe/punch the time card of another employee. Any error in swiping/punching

Section 8. NOTIFICATION OF ABSENCE BY EMPLOYEE. When an employee is unable to report to work, he/she shall notify his/her immediate supervisor or other designated person, prior to 9:00 a.m. (unless prohibited by emergency) each day of absence, unless other arrangements are made with the employee's supervisor. If the employee fails to timely notify the Agency the employee will be subject to discipline and will not be paid for the time off, unless a documented emergency prohibited the employee from providing timely notification. If an employee has not arrived or called in by 9:00 a.m. he or she will be considered to be absent without leave.

Section 9. ABSENTEE POLICY. An "Incident of Absence" shall be defined as full or partial absence from work without proper reporting. If an employee does not timely report to his or her supervisor, (not the Switchboard operator or by leaving voice mail) or leaves the building during his/her scheduled work hours without approval of the supervisor, the employee shall be considered absent from work without proper approval and will not be paid for the lost time. If the employee can verify or offer substantiating proof that an emergency existed which prohibited proper notification of the Agency/supervisor in a timely manner, he/she may be permitted to take vacation, compensatory time, leave without pay, or sick leave, if applicable.

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Section 10. TARDINESS. Tardiness is defined as swiping/punching in after an employee's scheduled starting time. Employees who have submitted a written leave request to their supervisor in advance of the late arrival (and have had such request approved) shall not be considered tardy. Employees who report to work late due to a documentable emergency may be granted emergency vacation to cover that time. However, the employee would still be considered tardy. Employees who are tardy, or who return late from lunch without prior approval, shall be docked on the basis of tenth of an hour increments, (e.g. 1-6 minutes tardy, docked .1 hours; 7-12 minutes late, dock .2 hour).

ARTICLE 27
LEAVES

Section 1. INCREMENTS FOR USE OF LEAVE. When any leave is taken in an amount not equal to whole days, the leave or vacation shall be debited in increments of not less than one tenth of an hour.

Section 2. FAMILY DEFINED. For the purpose of this Article, the definition of immediate family shall be the employee's mother, father, child, step-child current spouse, and a person for whom the employee or the employee's current spouse is the legal guardian. The definition of extended family shall be the employee's brother, sister, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or other person who stands in place of a parent (loco parentis). The definition of additional family members shall be the employee's uncle, aunt, niece, and nephew.

Section 3. SICK LEAVE.

- A. ACCRUAL. Sick leave shall be earned at the rate of 4.6 hours for each eighty (80) hours of service in active pay status including paid vacation and sick leave, but not during an unpaid leave, layoff, or disciplinary suspension. Unused sick leave shall accumulate without limit.
- B. EVIDENCE REQUIRED FOR SICK LEAVE USAGE. In advance of leave, if possible, but no later than the day of return to work, an employee shall complete an "Employee Request for Leave/Overtime Form" to justify and document the use of sick leave. The Employer shall, when absence is three consecutive days or more, require the employee to furnish a written statement from a physician, dentist or other medical practitioner.
- C. While an employee is on sick leave including approved Family Medical Leave, the employee is expected to engage in those activities which are consistent with the reason for his or her sick leave and with his or her medical practitioner's directions. Any employee who decides not to come into the Agency due to a scheduled doctor's appointment and any

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employee who declines to return to the Agency after such an appointment must take vacation, compensatory time or leave without pay along with sick time using the following formula: only the time from when the employee leaves home or the Agency, the time during the doctor's appointment, and the time to return home or to the Agency can be used as sick time. All other time away from the Agency on such an occasion must be taken as vacation, compensatory time, or leave without pay.

Management may initiate investigations when it is suspected that sick leave privileges are being abused. Bargaining unit employees will not be assigned to make such investigations. Employees who fail to comply with sick leave rules and regulations will not be paid, and will be subject to discipline. The application for or use of sick leave with intent to defraud may result in dismissal from employment and refund to the county of salary or wages paid during such sick leave.

- D. USES OF SICK LEAVE. Sick leave may be granted to an employee upon approval of the Employer for the following reasons (Note: Employees who are on paid sick leave which is subject to the Family Medical Leave Act shall follow the provisions of the County's Family Medical Leave Policy.):
1. Illness or injury of the employee or member of his immediate family, where the employee's presence is required.
 2. Death of a member of the employee's immediate family to maximum usage of five working days per occurrence, and including, for this subsection only, current step-children and current step-parents.
 3. Death of a member of the employee's extended family to a maximum of three (3) working days per occurrence.
 4. Death of a member of the employee's additional family to a maximum of one (1) working day per occurrence.
 5. Medical, dental, or optical examinations or treatment of the employee or a member of his/her immediate family, which requires the presence of the employee and which cannot be scheduled during non-working hours.

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6. A member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee, or the employee whose exposure to a contagious disease would jeopardize the health of other employees.
7. Up to 4 personal days may be taken per calendar year charged to sick leave, provided that the remaining sick leave balance does not drop below 104 hours. Personal days may not accumulate from one year to the next. A personal day must be taken in either two (2), four (4) or eight (8) hour increments, and shall be subject to approval, in advance, by the supervisor unless a documented emergency exists.
8. Employees who use 24 hours or less of sick leave in the prior calendar year shall be awarded one (1) personal day not charged to sick leave (For the purposes of calculating the "24 hours or less" described above, sick leave used for the purpose of bereavement (or leave subject to the provisions of the County's Family Medical Leave Policy) shall not be counted). This personal day may not accumulate from one year to the next, and must be taken in either four (4) or eight (8) hour increments. To take the personal day, the employee must have the absence approved in advance by the supervisor, unless a documented emergency exists. Eligibility for the personal day for part-time employees and employees who were not employed for the entire preceding calendar year shall be calculated as follows:
 - a. Part-time employees shall have their total sick leave use converted to a full-time equivalent (FTE) amount. If this calculation results in an FTE sick leave use of 24 hours or less, the part-time employee shall be entitled to the personal day.
 - b. Employees not employed for the entire preceding calendar year shall have their actual sick leave use converted to an FTE amount. If this calculation results in an FTE sick leave use of 24 hours or less, the employee shall be entitled to personal day.
 - c. Employees not employed for the entire preceding calendar year shall not be entitled to personal day in the next calendar year if they were serving their initial probationary period on December 31 of the preceding calendar year.

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9. On December 1st of each contract year, all full time employees who have a balance of 1000 sick leave hours and who have limited sick leave utilization in the prior year (December through November) shall be awarded the option to convert to cash a portion of their sick leave balance according to the following schedule:
 1. Employees who use sixteen (16) hours or less of sick leave may convert up to forty (40) hours;
 2. Employees who use twenty-four (24) or less of sick leave may convert up to thirty-two (32) hours;
 3. Employees who use thirty-two (32) hours or less of sick leave may convert up to twenty-four (24) hours;
 4. Employees who use less than forty (40) hours of sick leave may convert up to sixteen (16) hours of their sick leave balance.

Employees must notify the human resource administrator no later than November 15th of each year of their desire to convert sick leave.

This conversion is optional. The employee may elect not to convert if he/she wishes to build the number of hours.

Eligibility for the conversion option for part-time employees will be determined by their actual sick leave use converted to full-time equivalent amount. If this calculation results in a full-time equivalent amount within the parameters listed above, the employee shall be entitled to the appropriate conversion award prorated to his/her percentage of time worked. Sick leave conversion may be suspended by the Director during times of limited funding. This provision shall also be subject to renegotiation of this agreement before December 31, 2011.

- E. CHARGING. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings. Any employee who becomes sick while on approved vacation or other leave shall not be charged with any sick days; except that if an employee is admitted to the hospital while on vacation, such time spent in the hospital may be charged to sick leave upon the employee's submission of verification of such hospitalization.

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- F. **CONVERSION OF SICK LEAVE AT RETIREMENT.** In the event of the retirement from active service or the death of an employee while in active service with more than ten (10) years of service with the Employer, the employee or his/her beneficiary or estate shall be paid twenty-five percent (25%) of the value of his/her unused sick leave (maximum payment not to exceed thirty (30) days/240 hours). Such payment will be based on the employees hourly wage rate at time of retirement or death. Payment of sick leave for retirement or death shall be considered to eliminate all sick leave credit accrued by the employee. No payment will be made for an employee who resigns or who is dismissed and later decides to retire.

Section 4. MILITARY LEAVE. Military leave is provided for by law and any employee contemplating such a leave should contact the Personnel Administrator for details.

Section 5. COURT LEAVE. Court leave is permitted without loss of pay when an employee is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body as listed in this Article; provided: all compensation for such duty is reimbursed to the Agency unless such duty is performed totally outside of normal working hours. An employee released from jury or witness duty prior to the end of his scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from Worker's Compensation, Unemployment Compensation, and State Employment Relations Board. An employee who has returned to work after being off on worker's compensation and who is a party to a worker's compensation claim will be paid for the time of his/her hearing as long as the claim is with the Employer. If the hearing is scheduled outside of Lima, the employee will be paid for the time to travel to and from the hearing and for the hearing itself up to a maximum of the employee's scheduled work hours for the day.

It is not proper to pay employees when appearing in court for criminal or civil cases or before other adjudicatory bodies when the case is being heard in connection with the employee's personal matters (i.e. where the employee is a party to the action), such as traffic court, divorce proceedings, custody, whether or not the employee is subpoenaed. These absences shall be considered leave without pay, vacation, personal leave, or compensatory time at the discretion of the employee.

Section 6. DISCRETIONARY LEAVE WITHOUT PAY. Any employee may ask for a non-paid leave of absence. The Employer, in his or her sole and reasonable discretion, may grant or deny such requests. Such leaves may not exceed three months. Requests for such leaves shall be submitted in writing through the immediate supervisor to the Job and Family Services Administrator. Employees must use all other paid leaves to which they may be entitled prior to the granting of discretionary leave without pay. (Note:

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Employees who are on unpaid leave which is subject to the Family Medical Leave Act shall follow the provisions of the County's Family Medical Leave Policy).

**ARTICLE 28
VACATIONS**

Section 1. ACCRUAL. Regular full-time employees can accumulate vacation credit up to the maximum number of hours which could be earned in accordance with the chart below. No additional vacation can be accrued until sufficient vacation is used to lower the accrued vacation hours below the maximum allowed. For the purposes of this Section, years of service shall mean years of service with the Employer. Nothing in this Section shall affect the vacation accrual of employees who are employed on the effective date of this Agreement.

After Service of	Bi-Weekly Rate	Vacation Earned/Yr	Max/Allowed
1 year	3.1 hours	80 hours	200 hours
8 years	4.6 hours	120 hours	300 hours
15 years	6.2 hours	160 hours	400 hours
22 years	7.7 hours	200 hours	400 hours

Section 2. ADVANCE REQUEST. Vacation must be requested in advance by the employee by using the ACDJFS "Employee Request for Leave/Overtime Form". Requests are subject to approval at administrative discretion. Disapprovals are subject to the grievance procedure and must show abuse of discretion. Minimum lead time prior to a vacation request shall be the number of working days or working hours requested to be taken as vacation. The advance notice requirements of this Section may be waived in emergency situations which are completely beyond the employee's control. If a request for any leave is for less than nine (9) hours, the Supervisor may, at his/her sole discretion, waive the minimum lead time requirements and approve the leave.

Section 3. SEPARATION PAYOFF. Upon separation from service, an employee is entitled to compensation for unused vacation at the wage rate at the time of separation; however, no payment will be made to any employee who has not completed one year of service with the Employer.

Section 4. Employees shall not be entitled to take any vacation time before the expiration of one year of service with the Employer.

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**ARTICLE 29
HOLIDAYS**

Section 1. The Agency shall be closed on the following holidays:

NEW YEAR'S DAY	January 1
MARTIN LUTHER KING DAY	3rd Monday in January
PRESIDENTS' DAY	3rd Monday in February
MEMORIAL DAY	Last Monday in May
INDEPENDENCE DAY	July 4
LABOR DAY	1st Monday in September
COLUMBUS DAY	2nd Monday in October
VETERANS' DAY	November 11
THANKSGIVING DAY	4th Thursday in November
DAY AFTER THANKSGIVING	Friday after Thanksgiving
*ONE-HALF DAY – CHRISTMAS EVE	December 24
CHRISTMAS DAY	December 25
*ONE-HALF DAY – NEW YEAR'S EVE	December 31

and any other day designated by an act of the President of the United States, Governor of Ohio, or Allen County Commissioners for all county employees. Should any of the aforementioned holidays fall on Saturday, the Friday immediately preceding shall be observed as the holiday; should any of the aforementioned holidays fall on Sunday, the Monday immediately succeeding shall be observed as the holiday. *Employees will not have the half-day off on Christmas Eve and New Year's Eve during any year in which Christmas or New Years falls on Saturday, Sunday or Monday.

Section 2. ELIGIBILITY FOR HOLIDAY PAY. A regular part-time and regular full-time employee shall be entitled to receive holiday pay when the holiday falls on his or her normally scheduled work day and if the employee works (or is on an approved paid leave for all or part of the day) on his or her regularly scheduled day immediately preceding and immediately succeeding the holiday. No other employees shall be eligible for holiday pay. The amount of holiday pay shall be the employee's hourly rate multiplied by the number of hours he or she would have been normally scheduled to work on the holiday. Regular part-time employees shall not be entitled to holiday pay except for those holidays which fall within any week for which they are scheduled to work for more than three days. No employee shall receive holiday pay if the holiday falls on a day when the employee is on an unpaid leave, disciplinary suspension, or is laid off.

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ARTICLE 30
MEDICAL EXAMINATIONS

Section 1. MEDICAL EXAMS/LEAVE. The Employer may require, in accordance with Federal Law, and with just cause, an employee to take an examination, conducted by a licensed medical practitioner, to determine the employee's physical or mental capability to perform the material and substantial duties of the employee's classification. If found not able to perform the material and substantial duties, the employee may request available sick leave, vacation, or leave without pay. If an employee is unable to return to duty within 12 months from the date the leave(s) began (any combination of paid or unpaid leave) the employee will be deemed separated from service.

The cost of an examination required by the Employer shall be paid by the Employer. If the employee disagrees with the determination he may be examined by a medical practitioner of his choice at his expense. If the two reports conflict, a third opinion shall be rendered by a third physician chosen by the Employer and the employee. The opinion of the third physician shall be final and binding, and said opinion is not subject to the grievance procedure. Further, the cost of the third neutral examination shall be borne by the Employer.

Section 2. REQUIREMENT TO TAKE EXAM. Refusal of an employee to submit to an examination will be considered as insubordination which may be grounds for discipline.

Section 3. LEAVE STATUS; RETURN FROM LEAVE. If an employee after any examination, including Workers' Compensation examinations, is found or determined to be unable to perform the material and substantial duties of his position, the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to Workers' Compensation, if eligible). If an employee is unable to return to duty within 12 months from the date the leave(s) began (any combination of paid or unpaid leave) the employee will be deemed separated from service.

Section 4. INVOLUNTARY DISABILITY LEAVE. If an employee refuses to go on a leave status or refuses to request paid or unpaid leave, the Employer may place the employee on unpaid leave. Such leave shall continue for a period of 12 months unless the employee is certified as being able to return to work by a physician within the 12 month period. If the employee is not able to return to work at the end of that 12 month period, he or she shall be deemed permanently separated from employment with the Employer.

Section 5. EXAMINATION PRIOR TO RETURN TO DUTY. In addition to examination results presented by the employee, the Employer shall have the right to have the employee examined prior to his return to work. If a dispute exists regarding the employee's and the Employer's designated physicians then the dispute shall be resolved in the same manner presented in Section 1 above.

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Section 6. COST OF EXAMINATIONS/REPORTS SUBMITTED BY EMPLOYEES. Any cost for examinations required by the Employer shall be paid by the Employer. The employee shall have the right to submit examination reports to the Employer which would respond to the question of the employee's ability to perform the material and substantial duties of his position.

**ARTICLE 31
TRAVEL AND EXPENSES**

Section 1. MILEAGE & EXPENSE REIMBURSEMENT. All employees shall be reimbursed for mileage and travel-related expenses in accordance with the policies and reimbursement rates established by the Allen County Commissioners.

Section 2. TRAVEL EXPENSE FORMS. Reimbursement for all travel expenses shall be made by the employee on forms prescribed by the Employer, and shall be itemized in adequate detail to account for all mileage and expenses claimed. The employee's signature on travel request forms denotes that all entries on the form are accurate and correct. All out-of-county travel expense forms shall be submitted to the supervisor within 3 working days of return. All other travel shall be submitted at least monthly.

Section 3. TRAVEL TIME. Employees shall not be authorized compensatory time nor overtime for hours spent in travel prior to their scheduled starting time, or after their scheduled quitting time to attend conferences or meetings where such attendance is voluntary. For a meeting the employee is required to attend for one day: he/she will be paid overtime or compensatory time for hours in excess of the employee's normal workday (7.5 hours). Travel time is exempt from overtime pay, except for the driver who will be compensated for the time spent driving between the meeting site and the agency or the employer's residence, whichever is closer. Employees must deduct from overtime any time in excess of one hour for lunch, and any breaks taken during the day.

**ARTICLE 32
WORKERS COMPENSATION**

Section 1. USE OF LEAVE WHILE AWAITING WORKERS COMPENSATION APPROVAL. An employee who is injured or who incurs an occupational disease in the course of and arising out of employment, who timely files an injury report with the Employer and who, as soon as possible thereafter, files an initial application for a worker's compensation claim, may be compensated while absent from work through use of his/her accrued sick leave, vacation time and compensatory time. The employee may continue to receive full pay through the use of sick leave, vacation, and compensatory time for the time that Workers

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Compensation has approved temporary total benefits, but for a period not to exceed either of the following:

- A. The employee's total accrued sick leave, vacation, and compensatory time balance; or
- B. Six (6) months from the date of the injury, however, the time may be extended for up to an additional six (6) months at the discretion of the Director.

Section 2. RESTORATION OF SICK LEAVE AND VACATION. An employee who returns to work, and who has been approved for Worker's Compensation payment, will have his/her sick leave and vacation restored (to the extent the compensation replacement equals the number of sick or vacation hours used) upon the employee's release of those monies to the Employer. In order to be eligible for restoration of sick leave or vacation the employee must make application for and be determined eligible to receive temporary total (compensation) benefits--i.e. living maintenance or wage loss compensation. This benefit must be endorsed to the Employer upon receipt in order to purchase any used leave falling into the categories stated above.

**ARTICLE 33
LIFE INSURANCE**

The County Commissioners will supply each regular full-time and each regular part-time employee with life insurance provided the employee regularly works 32 or more hours per week. This insurance will be provided at no cost to the employee.

**ARTICLE 34
PAYROLL DEDUCTIONS**

Section 1. VOLUNTARY DEDUCTIONS. At the discretion of the employee and upon his or her written request, the following may be deducted from the employee's paycheck:

- A. Ohio Public Employees Deferred Compensation
- B. County Commissioners Association of Ohio Deferred Compensation
- C. American Family Life Insurance
- D. Colonial Life Insurance
- E. Superior Federal Credit Union
- F. United Way
- G. Union dues
- H. Medical insurance premiums

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Section 2. **ADDITIONAL DEDUCTIONS.** Should the County Commissioners make available deductions for additional programs through payroll deduction during the term of this Agreement, such payroll deductions will be made available to bargaining unit employees.

**ARTICLE 35
MEDICAL INSURANCE**

Section 1. **MEDICAL COVERAGE.** Group medical insurance shall be available to all full-time employees and their families. The Employer will pay 75% of the monthly premium, and the excess shall be paid by the employee. Premiums shall be established each January (or when established by the insurance carrier). During the term of this agreement, the employees' co-payment shall not be increased by more than ten percent (10%) per year.

Employees shall also have made available to them vision coverage in such amounts as authorized and provided by the Allen County Commissioners for other county employees.

Employees who do not have sufficient compensation in any given pay period to cover their premium contribution shall be discontinued from coverage unless the employee makes a direct payment to the Employer of their share of the health insurance premium.

Employees on an approved unpaid leave of absence which is not subject to the Family Medical Leave Act may continue their insurance coverage for up to 3 months by making direct payments to the Employer for the entire insurance premiums. Such payments must be made by the 15th of the month prior to the month for which coverage is desired. Employees who are on unpaid leaves which are subject to the Family Medical Leave Act shall be subject to the County's Family Medical Leave Policy.

Any re-enrollment or reinstatement of an employee to the insurance plan shall be subject to the re-enrollment provisions of the insurance contract.

Section 2. **CHANGES IN COVERAGE.** The Union agrees that the Employer may change the content of the insurance plan and/or the insurance carrier after consultation with the Union. The Union further agrees to meet and discuss alternatives to contain cost, including, but not limited to, alternate insurance coverage and/or alternate means of providing coverage. To that end, there is hereby established an insurance committee. The committee will be comprised of three (3) employees selected by the Union (including a Union Representative), and three (3) persons selected by the Employer (excluding the Director). All members of the committee with the exception of the Union Representative and the Personnel Administrator must be covered by the medical insurance. The committee shall meet beginning March 1, 1993, to determine if any changes are needed in the existing medical package. The committee shall also meet any time during the period of this Agreement when the Employer is notified of premium increases of seven percent (7%) or more, or upon mutual agreement of the parties. The committee will

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begin discussion to review coverage, benefits, carriers, deductibles, co-pays, etc. and make recommendations to the Director. Such recommendation, even if it is no change, shall be submitted to the Director immediately after the committee convenes. The committee must make a recommendation, even if the recommendation is no change in the medical benefit level. If the committee cannot come to a majority recommendation, then the recommendation shall be considered to be to remain at existing benefit levels. No changes will occur until the insurance committee has met and made its recommendations. If the Employer rejects the recommendations of the insurance committee, or a portion of the recommendations of the insurance committee, the Employer shall provide written rationale of its rejection and an alternate plan. If the Union disputes/disagrees with the alternate plan of the Employer the Union may appeal the Employer's decision to binding arbitration which is provided for in this Agreement. The arbitration will be expedited. Any submission to the arbitrator shall include the following:

- A. The committee recommendation;
- B. The Employer's rationale for rejection;
- C. The Employer's alternate plan; and
- D. The Union's rationale for rejection of the employer's alternate plan.

The costs of the Arbitrator shall be borne by the Employer. No changes will be implemented until the arbitration decision is received.

If a plan implemented results in savings, the Employer agrees to discuss distribution of at least fifty percent (50%) of said savings to employees.

Additionally, it is agreed and understood that during the term of this Agreement that specific private carriers/providers under the plan may unilaterally institute payments or conditions under which modifications will be required for subscription to that carrier/provider. The Union understands and agrees that any increase in the premium rates for medical insurance shall be a factor considered in the total economic proposals for successive negotiations.

ARTICLE 36
WAGES

Section 1. Bargaining unit employees shall remain in the same step which they were in on the effective date of this Agreement, and shall be compensated at the rate shown on the "2014" wage chart. The parties agree to re-open negotiations for the purpose of consideration of wages for each of the second and third years of this agreement.

- A. All current Bargaining Unit employees (not serving an initial "new hire" probation) employed before January 1, 2014 and still employed at the time of implementation of this

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agreement will receive a 1.5% lump sum bonus based on their hourly wage on December 31, 2013, and will receive an additional 1.5% lump sum bonus in October of 2014 (provided employee is in active pay status at the time of payment of that bonus).

- B. Any employee serving an initial probation at the time of the ratification of this agreement will not receive the initial 1.5% bonus, but will be eligible for the 1.5% bonus in October if still employed and having successfully completed probation.

Section 2. LONGEVITY. Those employees who are currently compensated with an hourly longevity supplement will continue to receive that supplement, unchanged, through the life of this contract (04/2014 through 12/2016). Promotions or demotions will not affect this supplemental rate.

Longevity increases shall be frozen for the life of this contract.

YEARS OF SERVICE

5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20

PAY RANGE 1	15	18	21	24	27	30	34	37	40	43	46	49	52	55	58	61
PAY RANGE 2	17	20	24	27	30	34	37	40	44	47	50	54	57	61	64	67
PAY RANGE 3	18	22	25	29	32	36	40	43	47	50	54	58	61	65	68	72
PAY RANGE 4	19	23	27	31	34	38	42	46	50	53	57	61	65	69	72	76

Section 3. When an employee is demoted, his or her wages shall be in the pay step of the range for the demoted classification which results in no more than a four percent (4%) decrease. If there is no step in the lower pay range using this calculation, the employee will be placed in the last step of the demoted pay range.

Section 4. When an employee is laterally transferred into the Agency, he or she shall be placed in the step within their pay range which does not result in a pay increase and thereafter shall be compensated in accordance with Section 1 of this Article. Employees who, at the Employer's sole discretion, laterally transfer into the Agency shall be subject to the same training/probationary period as any newly hired employee as specified in Article 19, Section 1.

Section 5. When an employee is transferred into the Agency at a higher classification than at their former employment, he or she shall be compensated in accordance with Sections 1 and 9 of this Article.

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Employees who, at the sole discretion of the Employer, transfer into the Agency at a higher classification shall be subject to the same training/probationary period as any newly hired employee as specified in Article 19, Section 1.

Section 6. When an employee displaces another employee because of layoff or job abolishment in accordance with Article 16 of this Agreement, the employee shall be placed in the same range as that of the displaced employee at a step which represents the least amount of wage loss and thereafter compensated in accordance with Section 1 of this Article.

Section 7. When an employee is promoted, his or her rate of pay shall be in the pay step of the range for the promoted classification which results in a pay increase.

2014

1	11.72	12.07	12.46	12.87	13.34	13.83		
2	12.87	13.34	13.83	14.25	14.70	15.15		
3	14.25	14.70	15.15	15.59	16.03	16.51	17.00	17.51
4	15.59	16.03	16.51	17.00	17.51	18.04	18.60	19.15

*A supplement of \$1.00 per hour will be given to any employee who also serves as interpreter on an ongoing basis, for the agency, as agreed to by the Director and the Union.

Section 8. For the purposes of this Article the following classifications shall be assigned to the pay range as indicated below:

Pay Range 1: Clerical Specialist 1

Pay Range 2: Account Clerk 1, USW 2, Maintenance Repair Worker

Pay Range 3: Investigator 1 and 2, Social Service Worker 1, E/R Specialist 1

Pay Range 4: E/R Specialist 2, Social Service Worker 2,

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**ARTICLE 37
SEVERABILITY**

Section 1. LIMITATIONS OF THIS AGREEMENT. This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provision of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 2. DISCUSSION FOR ALTERNATE LANGUAGE. The parties agree that should any provision of this Agreement be found to be invalid, that they will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language.

**ARTICLE 38
SCOPE OF THE AGREEMENT**

It is acknowledged that during the negotiations which resulted in this Agreement, the Union and the Employer each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, the Employer expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Employer to bargain collectively with respect to all matters as to which Ohio Revised Code Chapter 4117 imposes an obligation to bargain, whether or not:

- A. such matters are specifically referred to in this Agreement,
- B. such matters were discussed between the Employer and the Union during negotiations which resulted in this Agreement, or
- C. whether or not such matters were within the contemplation or knowledge of the Employer or the Union at the time this Agreement was negotiated and executed.

As used in this Article, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate and the right to obtain information from the other party. Changes in this Agreement, whether by addition, waiver, deletion, abandonment, or modification, must be reduced to writing and executed by both the Employer and the Union.

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01/01/14 THROUGH 12/31/16

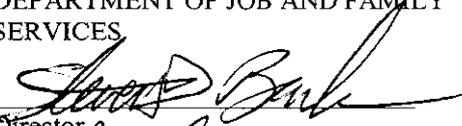
**ARTICLE 39
DURATION**

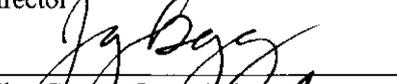
Section 1. This Agreement shall be effective as of January 1, 2014, and shall remain in full force and effect for three years until December 31, 2016 unless otherwise terminated as provided herein.

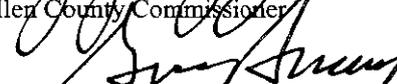
Section 2. If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred and twenty (120) calendar days prior to the expiration date, nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt requested. Notice to the Employer shall be sent to the Allen County Commissioners and a copy to the Job and Family Services Administrator. Notice to the Union shall be sent to CWA Local 4319, Attention President. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

IN WITNESS WHEREOF, the parties hereto have executed this instrument at Lima, Ohio, this 6th day of February, 2014

FOR THE ALLEN COUNTY
DEPARTMENT OF JOB AND FAMILY
SERVICES

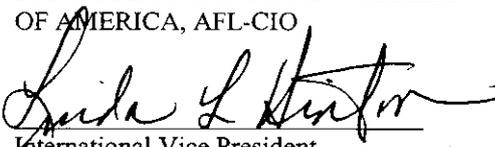

Director

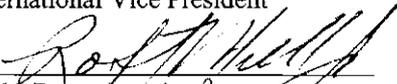

Allen County Commissioner

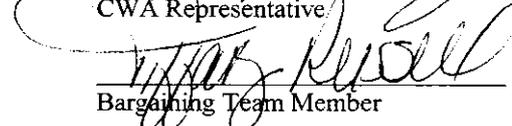

Allen County Commissioner


Allen County Commissioner

FOR COMMUNICATIONS WORKERS
OF AMERICA, AFL-CIO


International Vice President


CWA Representative


Bargaining Team Member

Bargaining Team Member

Bargaining Team Member

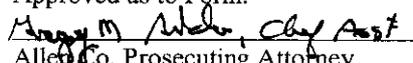
Approved as to content:

Marc A. Fishel, Esq.
Labor Relations Attorney
Allen County Commissioners

Approved and journalized by the Allen County Commissioners on

February 6, 2014 . Resolution No.: 54-14

Approved as to Form:


Allen Co. Prosecuting Attorney

RECEIVED

STATE EMPLOYMENT
RELATIONS BOARD

FEB 11 2014

County Commissioners' Office
Allen County, Ohio

February 6, 2014 Resolution #54-14

2014 FEB 14 AM 11: 42

ACDJFS

RE: BOARD OF COUNTY COMMISSIONERS APPROVES A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE ALLEN COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND COMMUNICATIONS WORKERS OF AMERICA LOCAL 4319.

The Board of County Commissioners of Allen County, Ohio, met in regular session on the 6th day of February, 2014 with the following members present: Greg Sneary, Jay Begg and Cory Noonan

Commissioner Noonan moved for the adoption of the following:

RESOLUTION

WHEREAS, the Board of County Commissioners have been presented with a proposed collective bargaining agreement with the Communication Workers of America, Local 4319 Bargaining Unit employees of the Allen County Department of Job and Family Services; and

WHEREAS, Steve Barker, Department of Job and Family Services Director, is requesting the Board approve and adopt said collective bargaining agreement with the Bargaining Unit employees of the Allen County Department of Job and Family Services; and

WHEREAS, the Board deems this necessary and hereby approves same; now therefore

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, ALLEN COUNTY, OHIO, hereby adopts the collective bargaining agreement with the Communication Workers of America, Local 4319 Bargaining Unit employees of the Allen County Department of Job and Family Services effective January 1, 2014 through December 31, 2016, a copy of which is attached hereto and made a part hereof.

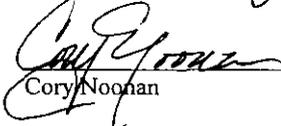
Commissioner Begg seconded the resolution and upon the roll being called, the vote resulted as follows: Commissioner Sneary, Yes; Commissioner Begg, Yes; Commissioner Noonan, Yes.

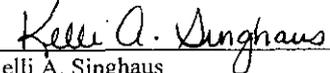
Adopted this 6th
day of February, 2014

BOARD OF COUNTY COMMISSIONERS
ALLEN COUNTY, OHIO


Greg Sneary


Jay Begg


Cory Noonan


Kelli A. Singhaus
Clerk of Board