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AGREEMENT

BETWEEN

THE ATHENS COUNTY

DEPARTMENT OF JOB AND FAMILY SERVICES

AND

THE COMMUNICATIONS WORKERS

OF AMERICA, AFL-CIO

March 1, 2016 to March 1, 2019

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**ARTICLE 1
PREAMBLE**

SECTION 1. This Agreement, entered into by the County of Athens, Ohio, hereinafter referred to as "County", the Athens County Department of Job and Family Services, hereinafter referred to as the "Employer," and the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the following:

- A. to achieve and maintain a satisfactory and stable Employer/employee relationship;
- B. to provide for the peaceful and equitable adjustment of differences which may arise;
- C. to attract and retain qualified employees by providing those benefits compatible with the financial resources available;
- D. to assure the effectiveness of service by providing an opportunity for employees to meet with the Employer to exchange views and opinions on policies and procedures affecting the conditions of employment;
- E. to provide an opportunity for the Union and the Employer to negotiate wages, hours, terms and other conditions of employment for employees subject to the terms of the Agreement; and
- F. to provide for orderly, harmonious, and cooperative employee/Employer relations in the interest, not only of the parties, but of the citizens of Athens County, Ohio.

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

SECTION 2. In the event that any provision of this Agreement is contrary to law, it shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect, and the parties shall meet at mutually agreeable times in an attempt to legally modify the invalidated provision by good faith negotiations on the same subject matter.

ARTICLE 2 RECOGNITION

SECTION 1. The County of Athens, Ohio and the Athens County Department of Job and Family Services do hereby recognize and accept the Communications Workers of America, AFL-CIO, as the sole and exclusive bargaining agent for all employees of the Athens County Department of Job and Family Services who are included in the bargaining unit as certified by the State Employment Relations Board and hereinafter defined.

SECTION 2. The term "bargaining unit" shall be defined as the following list of classifications and shall apply only to full time employees, unless specifically excluded by mutual agreement, in those classifications:

Accountant 1	Investigator 2
Accountant 2	Investigator 3
Account Clerk 2	Legal Aide
Account Clerk 3	Maintenance Repair Worker 2
Administrative Assistant 2	Purchasing Agent 1
Administrative Secretary 1	Records Management Officer 1
Clerical Specialist	Secretary 1
Clerk 2	Secretary 2
Custodial Worker	Social Program Coordinator
Data Control Technician	Social Service Aide 1
Data Entry Operator 2	Social Service Aide 2
Employment Contract Specialist	Social Service Worker 1
Employment Service Counselor	Social Service Worker 2
Employment Service Interviewer	Social Service Worker 3
Employment Service Specialist	Teacher
Family Services Aid 2	Teacher Aide 3
Income Maintenance Aide 2	Telephone Operator 1
Income Maintenance Control Reviewer	Trainer
Income Maintenance Worker 2	Training Officer I
Income Maintenance Worker 3	
Investigator 1	

SECTION 3. If the Employer establishes a classification which did not exist on the effective date of this Agreement, the Employer will meet with the Union to discuss whether such position shall be included in the bargaining unit, Employer and Union shall determine the appropriate pay range and position in the classification series for lay-off and recall. If the Employer makes any change in a bargaining unit position which could reasonably be construed to affect bumping rights, then the Employer will meet with the Union to discuss which classification series the position will be placed in for purposes of lay-off and recall. If the parties cannot agree, the decision of SERB will be final for the life of the Agreement.

SECTION 4. All classifications currently populated but not listed in Section 2 above are excluded from the bargaining unit.

ARTICLE 3
PLEDGE AGAINST DISCRIMINATION

SECTION 1. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, disability, marital status, sexual orientation, race, color, creed, national origin, or union, religious or political affiliation or non-affiliation. The Union shall share equally with the County the responsibility for applying this provision of the Agreement.

SECTION 2. All references to employees in this Agreement designate both sexes, and whatever gender is used shall be construed to include male and female employees.

SECTION 3. The Employer and the Union agree that wage rates paid should reflect the working conditions and the degree of skill, responsibility, and effort of the employee, without regard to sex.

ARTICLE 4 UNION REPRESENTATION

SECTION 1. The Employer agrees to admit not more than two (2) Union representatives to the Department during normal working hours for the purpose of processing grievances as permitted herein.

SECTION 2. The Local shall provide the Employer with a roster of its officers and stewards and their addresses and home telephone numbers. The Employer shall recognize only these officers and stewards as local Union representatives. The Union shall report any changes in the roster to the Employer.

SECTION 3. Union stewards shall be permitted two (2) hours per week, to use at their discretion, without loss of pay at each CDJFS office location, for performance of Union business and consultation with employees concerning potential grievances and preparation for grievances and disciplinary hearings. Each steward shall keep a log of times they have engaged in Union business. Union business conducted during breaks or lunch shall not count toward the two (2) hours per week. Employees intending to meet with their steward shall get the permission of their immediate supervisor, which permission shall not be unreasonably withheld.

In addition, officers and stewards and health and safety committee members may attend meetings and conferences scheduled with the Employer during working hours without loss of pay, and the time devoted to these meetings and conferences shall not be counted as the two hours of Union time each week.

SECTION 4. Any representative of the Union conducting Union activity shall cease Union activity upon request of a supervisor, except that Union activity shall not be terminated without good cause. No officer or steward of the Union shall disrupt the normal work duties of other employees. Union business may be conducted during working hours only to the extent specified in this Article.

SECTION 5. The Union may use the normal department distribution system to disseminate Union materials.

SECTION 6. The Union will be permitted to meet with new employees for one hour during the first month of employment and for one-half hour during the month following the end of the employee's probation at a time mutually agreed upon by the Local representative and the employee's supervisor.

SECTION 7. Union stewards may keep a lockable file cabinet belonging to the Union in their individual office space, as space permits.

SECTION 8. The Union may use the Employer's copiers for Union business. The Union shall report to the employer the number of copies made on a monthly basis, and the employer shall bill the Union for reimbursement at the rate of \$.05 (five cents) per copy.

SECTION 9. Space shall be made available at each CDJFS office location for both regular monthly Union meetings and special Union meetings. Special Union meetings and changes in regular meetings must be scheduled in advance with the Employer.

SECTION 10. The Union shall be granted a bank of forty-five (45) days of Union leave time a year, starting on March 1, to be used at the discretion of the Union. This leave will be without pay. Any employee representing the Union may use his vacation or personal time for Union leave without restriction after prior written notification to the Employer.

SECTION 11. The Employer shall provide space for bulletin boards for use by the Local in mutually agreed upon and reasonable locations. Meeting notices may be posted by the Local in any convenient location, but will be removed if the Employer so requests.

Notices or announcements on Local bulletin boards shall not contain controversial or derogatory references to the Employer or employees, or partisan references to a political campaign. Any such notices appearing on the bulletin boards will be removed by the Local at the request of the Employer.

SECTION 12. The Local shall be provided written notice of the following:

- A. Intended layoff (30 days prior notice to the Union president at CWA Local 4320, 4140 E. Broad Street, Columbus, Oh. 43213 and to the chief Union steward).
- B. Vacancies
- C. All disciplinary actions.
- D. Workshops, conferences, and training sessions offered through ODJFS.
- E. Changes and proposed changes of policy, procedure, and rules and regulations affecting bargaining unit employees.
- F. Changes in the administrative procedures manual.
- G. Re-classifications of bargaining unit positions.
- H. Revisions of the table of organization.

ARTICLE 5 UNION SECURITY

SECTION 1. The Employer shall deduct Union membership dues twice each month from the pay of each employee in active pay status who has provided written authorization for such deduction. Dues will be deducted beginning in the pay period following the pay period in which the authorization is received by the Employer.

The Employer shall also deduct twice-monthly voluntary contributions to the Union's political action committee (C.O.P.E.) from the pay of each employee in active pay status who has provided voluntary written authorization for such deduction.

The Employer shall deduct a fair share fee from the pay of bargaining unit employees who are not members of the Union. This deduction shall begin sixty (60) days following the beginning of employment, or on the effective date of this Agreement, whichever is later. The fair share fee shall be equal to the dues required of a Union member.

When an employee enters the bargaining unit for any reason, the Employer shall notify the employee of this Article and provide the employee with the appropriate deduction forms.

SECTION 2. All dues, contributions, and fees shall be remitted by the Employer to the Secretary-Treasurer, Communications Workers of America, 501 Third Street, N.W., Washington, D.C., 20001-2797, by the 30th of the month following the calendar month in which such deductions are made together with a list of employees from whose pay the deductions were made. A copy of this list shall be forwarded to the local chief steward.

SECTION 3. The rate at which dues are to be deducted shall be certified by the Union. One month in advance notice must be given to the Employer prior to any change in this rate.

SECTION 4. No pay deduction for union dues shall be made for any other union on behalf of any bargaining unit employee.

SECTION 5. When a bargaining unit employee is not in active pay status and dues are not deducted, the Employer shall provide an explanation as to the reason the employee is not in active pay status. This explanation shall accompany the list of employees from whose pay deductions have been made. When a bargaining unit employee returns to active pay status, the Employer shall reinstate the dues deduction or fair share fee beginning with the date of return to work.

SECTION 6. The Employer shall not deduct dues during any pay period in which an employee's wages are not sufficient to make all legally required deductions in addition to the deduction.

SECTION 7. The parties agree that the Employer assumes no obligation, financial or otherwise, arising from the provisions of this Article. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any member, arising from deductions made by the Employer pursuant to this Article.

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

ARTICLE 6 MANAGEMENT RIGHTS

Nothing herein shall be construed to restrict any Constitutional, statutory, legal or inherent exclusive appointing authority rights with respect to matters of general legislative or managerial policy. The Employer shall retain the right and the authority to administer the business of its departments and in addition to other functions and responsibilities which are not specifically modified by this Agreement, it shall be recognized that the Employer has and will retain the full right and responsibility to direct the operations of its departments, to promulgate rules and regulations and to otherwise exercise the prerogatives of management, and more particularly, including but not limited to the following:

- A. to manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, or discipline for just cause;
- B. to manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- C. to determine the department's goals, objectives, programs and services, and to use personnel in a manner designed to effectively and efficiently meet these purposes;
- D. to determine the size and composition of the work force, staffing patterns, organizational structure, including the right to lay off employees from duty due to a lack of work, lack of funds, job abolishment, or reorganization;
- E. to determine the hours of work, work schedules and to establish the necessary work rules, policies and procedures for all employees;
- F. to determine when a job vacancy exists, the duties to be included in all job classifications, and the standards of quality and performance to be maintained;
- G. to determine the necessity to schedule overtime and the amount required thereof;
- H. to determine the Employer's budget and uses thereof;
- I. to maintain the security of records and other pertinent information;
- J. to determine and implement necessary actions in emergency situations;
- K. to maintain the efficiency of governmental operations; to exercise control and discretion over department organization and the technology of performing the work;
- L. to set standards of service and determine the procedures and standards of selection for employment, within applicable Civil Service law.
- M. to ensure that rules of the workplace are applied equitably and fairly to all staff.
- N. to conduct personnel matters in as confidential a manner as can be met.

ARTICLE 7
NO STRIKE/NO LOCKOUT

SECTION 1. It is understood and agreed that the services performed by employees included under this Agreement are essential to the public health, safety, and welfare. The Union, therefore, agrees not to interrupt, slow down, or otherwise interfere with work for any cause whatsoever.

SECTION 2. When the Employer notifies the Union that any employees of the bargaining unit individually or collectively are engaged in any strike activity, as outlined above, the union agrees to disclaim approval of the strike and instruct all employees to return to work immediately. Any employee who fails to return to work or who participates in or promotes such strike activities as previously outlined shall be subject to disciplinary action.

SECTION 3. Nothing herein shall restrict any statutory rights of the Employer to act in regard to an illegal strike by its employees.

The Employer agrees that neither it, its officers, agents or representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of employees of the Bargaining Unit.

ARTICLE 8 COMMON INTEREST FORUM

SECTION 1. In the interest of effective communication either party may request a Common Interest Forum meeting. Such request shall be made in writing and presented to the other party. The request shall include an agenda of items the party wishes to discuss and the names of the representatives who will be attending. The meeting shall be scheduled in a timely manner following the request.

The purpose of the Common Interest Forum shall be:

- A. to provide a framework for communication and discussion between the Department and the Union on developments of mutual interest and concern to the parties and their constituencies;
- B. to discuss and review innovative approaches to enhance the efficiency of the Department and improve working conditions of the employees;
- C. to improve understanding and relationships between the Employer and the Union and to avoid unnecessary disputes by cooperatively addressing significant changes and developments in the work environment.

SECTION 2. There shall be no more than four (4) representatives for each party in attendance at the Common Interest Forum.

SECTION 3. A second meeting shall be scheduled during the Common Interest Forum for no later than 30 days with the intent purpose of assuring follow through and/or that progress is being made on the topics of the Common Interest Forum.

SECTION 4. In the interest of balancing workloads between workers and enhance the fairness of labor assignments, the Union and the Employer shall, upon the request of the Union and agreement of the Employer, form a work group to discuss and make recommendations to the Employer concerning the balancing of employees' case loads and work loads. The work group shall meet from time to time per the agreement of The Union and Employer. There shall be no more than four (4) representatives for each party assigned to the work group.

ARTICLE 9 GRIEVANCE PROCEDURE

SECTION 1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may arise as a result of employment. The Employer and the Union encourage efforts by employees and supervisors to discuss and resolve any complaints or differences orally and outside the formal terms and provisions of this Grievance Procedure.

A Union representative may, upon request of any of the parties to a dispute, facilitate informal discussions between the Employer and the Employees. Union representatives so engaged shall suffer no loss of pay or benefits.

SECTION 2. The term "grievance" shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this Agreement. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

SECTION 3. A grievance, under this procedure, may be brought by any member of the bargaining unit, by a group of bargaining unit members or by the union itself. For a grievance brought by a group of bargaining unit members, one employee shall represent the group. For a grievance brought by the Union, any steward shall represent the Union. The grievant may be present at any step of the grievance procedure, and the grievant is entitled to Union representation at every step of the grievance procedure.

If Employer and Employee agree, any matter of grievance may be submitted for mediation before or at any step of the grievance procedure. Time limits relating to steps of the grievance procedure shall be delayed for the period of mediation, from the date the "Request to Mediate" is served upon the Employer. Article 10 of this Agreement contains instructions for invoking the mediation process.

SECTION 4. An employee wishing to submit a formal grievance shall reduce the grievance to writing. All grievances must contain the following information:

1. Aggrieved employee's name and signature.
2. Aggrieved employee's classification.
3. Date of the event leading to the grievance.
4. A description of the incident giving rise to the grievance or a statement of the employee's complaint.
5. Date grievance was filed in writing.
6. Specific Articles of the Agreement or specific work rule or policy violated.
7. Desired remedy to resolve the grievance.

If the Union files a formal grievance on behalf of its membership, only the above steps 3-7 need be followed.

SECTION 5. Where the alleged grievance is of a nature that qualifies for appeal under EEOC or OCRC, the aggrieved employee shall appeal in accordance with the rules of that body. Prior to the appeal, the Employer, the employee and their representatives may meet in an effort to resolve the matter. Such grievances shall not be pursued through the grievance procedure.

SECTION 6. All grievances must be processed at the proper step in the progression in order to be considered at the next step. However, the parties may agree to waive one or more steps of the grievance procedure and process the grievance at a higher step.

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

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

SECTION 7. It is the mutual desire of the Employer and the Union to adjust grievances promptly with a minimum interruption of work schedules. Every reasonable effort shall be made by the Employer and the Union to resolve grievances at the earliest step possible. Toward this objective, the following procedures shall be followed:

STEP 1. The employee, with a Union representative, if desired, shall refer the written grievance to the employee's immediate supervisor within ten (10) work days of the occurrence which gave rise to the grievance. The supervisor shall have five (5) work days in which to schedule a meeting with the grieved employee and his Union representative. The supervisor shall investigate and respond in writing to the grievant and his Union representative within five (5) work days following the meeting date.

STEP 2. If the grievance is not resolved in Step 1, the employee with a Union representative, if desired, may refer the grievance to a Department Head, within five (5) work days after receiving the Step 1 reply. This may be either the head of their own department or of the department in which the grievance originates. The Department Head shall have five (5) work days in which to schedule a meeting with the grieved employee and his Union representative. The Department Head shall investigate and respond in writing to the grievant and his Union representative within ten (10) work days following the meeting.

STEP 3. If the grievance is not resolved at Step 2, the employee with a Union representative, if desired, may refer the grievance to the Director within five (5) work days after receiving the Step 2 reply. The Director shall have five (5) work days in which to schedule a meeting with the grieved employee and his Union representative. The Director shall investigate and respond in writing to the grievant and his Union representative within ten (10) work days following the meeting.

STEP 4. Arbitration: If the grievance is not satisfactorily settled in Step 3, the employee with the Union may make a written request that the grievance be submitted to Arbitration. A request for arbitration must be submitted within thirty (30) work days following the date the grievance was answered in Step 3 of the grievance procedure. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

The Employer and the Union representative shall request a list of seven (7) impartial arbitrators from FMCS within fifteen (15) work days of submission of the request for arbitration. The parties shall meet to select an arbitrator within fifteen (15) work days of receipt of the list.

For the first arbitration between the Employer and the Union during the term of this Agreement, the Employer shall be the first to strike a name from the list, then the other party shall strike a name, and alternate in this manner until one name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. Either party shall have the option to completely reject the list of names provided and request another list. All procedures relative to the hearing shall be in accordance with the rules and regulations of the FMCS.

For subsequent arbitrations, the first strike shall alternate between the parties.

The arbitrator shall hold the arbitration promptly and issue his decision within a reasonable time thereafter. The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of those questions. The arbitrator's decision shall be consistent with applicable law.

The arbitrator shall not have the authority to add to, subtract from, modify, change, or alter any provision of this Agreement, nor add to, subtract from, or modify the language therein in arriving at his determination on any issue presented that is proper within the limitations expressed herein.

The arbitrator shall expressly confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him or to submit observation or declarations of opinion which are not directly essential in reaching a decision on the issues in question.

The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous policies, grievance, or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. Cases of written reprimands, suspensions, or discharge shall be grievable and the arbitrator shall have the authority to recommend modification of said discipline. 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 alleged grievance is arbitrable. If the arbitrator determines the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same arbitrator. The decision of the arbitrator shall be binding upon the Union, the employee, and the Employer. All costs directly related to the service of the arbitrator shall be equally divided between the Employer and the Union. Expense of any witnesses shall be borne, if any, by the party calling the witness. The fees of the court reports shall be paid by the party asking for one; such fees shall be split equally if both parties desire a court reporter's recording, or request a copy of any transcript.

SECTION 8. Any grievance that originates from a level above the first step of the grievance procedure may be submitted directly to the step or level from which it originates.

SECTION 9. For purposes of this article, work days shall be defined as those days upon which the employee was regularly scheduled to perform services for the employer. In counting work days at each step of the grievance procedure, the parties agree to count the work days of the employee when the employee is the moving party and the work days of the Employer when the Employer is the responding party.

SECTION 10. Grievance matters involving selection during promotion and transfer shall not be subject to arbitration.

SECTION 11. In grievance matters involving promotion and transfer, Step 1 may begin with the supervisor responsible for making the decision to fill the vacancy.

SECTION 12. The Employer's records of grievances and their responses shall be kept in only one location and shall be accessible only to the director. Records shall be filed by administrative unit. This grievance file shall not be used by the Employer in the consideration and determination of personnel actions, including promotions, transfers, and disciplinary actions. No other records of grievances shall be kept by the Employer.

The Union may keep separate records of grievances and responses.

SECTION 13. Probationary employees shall be allowed to bring grievances, but those who are in the initial probationary period shall not be allowed to grieve disciplinary actions or removals, and those who are in a promotional probationary period shall not be allowed to grieve reduction to their former position.

ARTICLE 10 MEDIATION

It is the desire of the Employer and the Union to utilize mediation as a mechanism for resolving conflicts. If the Employer, an Employee, or the Union, by its representatives identify a problem relating to the work place which cannot be resolved in informal discussions or at a Common Interest Forum, they may submit a request to the opposing party to utilize mediation. Mediation is an optional and voluntary part of the conflict resolution process.

It is the intention of the parties not to limit the subjects which may be submitted for mediation. The problem does not have to be a matter of grievance to be mediated. However, if the issue is a matter of grievance, submitting the issue to mediation does not preclude the Employee from using the grievance process as well. Refer to Article 9 of the Agreement for using mediation within the grievance process.

SECTION 1. Definition - The moving party, also known as the grievant, is the person or entity who has experienced the problem to be resolved. The responding party is the person or entity whom the moving party wishes to meet with in mediation.

SECTION 2. Notification - The moving party must submit in writing a "Request to Mediate" to the responding party, which shall include a concise description of the problem and the steps taken to resolve the problem already, if any. All requests by or to the Employer shall be transmitted to the Director and Union. Request for mediation shall also be transmitted to the chief steward of the Union, if the Union's participation is requested, or if the Union will incur a cost associated with the mediation process. Otherwise, Employees may submit a request for mediation on their own behalf and without notice to the Union.

SECTION 3. Mediation Process - Both parties must agree to mediation. If the responding party consents to go to mediation, the Employer shall go to the Athens Area Mediation Services for assignment of a mediator. Both parties must agree upon the choice of mediators.

The mediation process shall be informal. Rules of evidence shall not apply and no record shall be made of the proceedings. Both sides shall be provided ample opportunity to present evidence to support their case. The grievant shall personally appear for the mediation and may be accompanied by a Union steward or other person or persons of his/her choice. The representative of the Employer shall be vested with authority to resolve the issues being considered.

SECTION 4. The mediator may employ all of the techniques commonly associated with mediation, including private caucus with the parties, but taking of oaths and the examination of witnesses shall not be permitted and no verbatim record of the proceeding shall be taken. The purpose of the mediation effort is to reach a mutually agreeable resolution of the dispute and there will be no procedural constraints regarding the review of facts and arguments. Written material presented to the mediator will be returned to the party at the conclusion of the mediation meeting.

SECTION 5. At the request of both parties, the mediator shall issue a recommendation for settlement.

SECTION 6. If the conflict is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not form a precedent.

SECTION 7. If the conflict is not resolved, the party which withdraws from mediation shall notify the other party in writing within two working days. If the matter is a grievable matter, the applicable time limits begin to run as of the day after the notice of withdrawal is sent. If the parties have not resolved the issue within 30 days, the grievant will be assumed to have withdrawn from mediation and time limits with respect to the filing of grievances shall begin to run on the 31st day from when the joint request for mediation was signed, unless the parties both validate a "Request to Continue with Mediation."

SECTION 8. Nothing said or done by the parties or the mediator during mediation with respect to their positions concerning resolution or offers of settlement may be used or referred to during arbitration.

SECTION 9. All fees incurred in grievance mediation shall be shared equally by the Employer and the Union.

ARTICLE 11
PERSONNEL FILES/EVALUATIONS

SECTION 1. Any employee shall be permitted to review his personnel records and evaluations and may receive a copy of any item in his file at a nominal fee not to exceed actual cost of duplication, during normal working hours. The Employer shall not suffer an undue loss of the employee's services as a result of this activity.

SECTION 2. Representatives of the Union will be accorded the same privilege. Prior to releasing employee medical records, the Union will provide the Employer with prior written consent from the employee.

SECTION 3. All reviews shall be done in the full view of the Employer.

SECTION 4. Employees will be provided a copy of any additions to their personnel folder.

SECTION 5. If an employee, upon examining his/her personnel file, has reason to believe that there are inaccuracies in the documents contained therein, or if the employee feels that there are inappropriate documents contained within their personnel file, the employee may write a memorandum to the director explaining the alleged inaccuracy or inappropriate documentation.

If upon investigation the director sustains that employee's allegation, the Director shall remove the inaccurate or inappropriate material from the personnel file or correct the inaccuracy. If the director determines the information is not inaccurate, but the employee feels that clarification of circumstances surrounding the material in the file is necessary, the employee may submit to the Director a written memorandum clarifying or explaining the material in question. The Director will arrange to have such memorandum attached to the relevant material in the personnel file, unless it is scurrilous or slanderous.

SECTION 6. The purpose of the evaluation is to constructively assess the employee's current job assignment, to identify performance areas requiring improvement, to advise an employee of his or her strengths and deficiencies in meeting performance expectations and to establish performance objectives for the next evaluation.

The evaluation interview shall be conducted as follows:

- A. The supervisor and the employee shall review the satisfactory/unsatisfactory rating in each category and the supervisor shall provide some indication of what each rating is based upon.
- B. The supervisor will review with the employee the written comments on the evaluation.
- C. The employee may, upon written notice of his/her dissatisfaction of the performance evaluation, request a review of his/her final evaluation with the next supervisor, if the employee feels that it would be of benefit. He/she may request a review of his/her performance evaluation with the Director after the discussion of the performance evaluation with the next supervisor.
- D. The employee's signature on any performance evaluation shall be viewed by parties only as a representation that he or she reviewed the evaluation. It shall not be viewed as the

employee's agreement with the contents of the evaluation.

Copies of evaluations and all other personnel records shall be maintained in envelopes, whenever possible and shall otherwise be handled in a confidential manner when they are prepared, copied, transferred or stored.

ARTICLE 12 SENIORITY

SECTION 1. Seniority - It is understood that seniority shall, in all applications except as otherwise specifically provided by this Agreement, be computed on the basis of continuous service within the Athens County Department of Job and Family Services (bargaining unit seniority).

The Employer shall post and provide to the Union, on the effective date of this Agreement, and update every six (6) months thereafter, a seniority list which includes each employee's name, job title, and bargaining unit seniority date.

Any employee desiring to challenge any information on a seniority list must notify the Employer in writing of such challenge within ten (10) work days after the first date of posting or the information on the seniority list shall be deemed correct and binding upon the employees and the Union.

SECTION 2. Seniority shall not accrue during the time spent with the Employer in a non-bargaining unit position (e.g. supervisory), but any previously accumulated seniority shall not be lost.

SECTION 3. Seniority shall be broken when an employee:

- A. resigns;
- B. is discharged for just cause; or
- C. is laid off and not recalled within the time limits outlined in Article 13.

ARTICLE 13 LAYOFF AND RECALL

SECTION 1. In case any long term layoff of bargaining unit employees is anticipated, the Employer shall notify the Union of the impending layoff at least thirty (30) days prior to the layoff. The Employer and the Union shall meet to discuss possible alternatives and the impact of the layoff on bargaining unit employees.

SECTION 2. The Employer may lay employees off due to lack of work, lack of funds, job abolishment, or reorganization. Affected employees shall be notified of any long- term layoff at least thirty (30) calendar days prior to the effective day of layoff.

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

SECTION 4. Any employee receiving notice of layoff shall have five (5) days following receipt in which to bump any employee with less bargaining unit seniority, provided the affected employee meets the minimum qualifications for the position. Non-bargaining unit employees receiving notice of lay-off shall not retain the option of bumping into a bargaining unit position.

If an employee exercises his/her bumping rights to be placed in a lower pay range, that displaced Employee shall be placed on the recall list for his/her previous position.

SECTION 5. When employees are displaced or laid off, the Employer shall create a recall list. The Employer shall recall such employees according to seniority, beginning with the most senior employee and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of two years after the effective date of the layoff.

When Employer recalls persons from the list, they shall be recalled to a previous or lower classification within the agency. If an employee fails to respond to the recall notice, or declines to be recalled into his/her former classification, then his/her name shall be removed from the recall list. If the employee is recalled to a lower paying classification or position within the agency, then failure to accept the recall into a lower classification shall not act to remove that persons name from the list.

SECTION 6. Notice of recall shall be sent to the employee by certified or registered mail with a copy to the president and chief steward of the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the last mailing address provided by the Employee.

SECTION 7. The recalled employee shall have twelve (12) days following the date of mailing of the recall notice to notify the Employer of his/her intention to return to work. The recalled employee shall report for duty on the date specified by the employer. The date specified for the recalled employee to return to work shall be no sooner than fourteen (14) days from the date of notification unless an earlier date is mutually agreed upon by the employee and employer.

ARTICLE 14
PROMOTION AND TRANSFER

SECTION 1. If the Employer determines that a vacancy in a bargaining unit position exists the Employer shall post a notice of the vacancy on specifically designated bulletin boards at each work location for six (6) work days. The posting shall include the identification of the position, a brief description of the job duties, minimum qualifications, rate of pay, and first and last date of posting. A copy of the posting shall be provided to the designated Union representatives in all agency buildings.

If at least three (3) bargaining unit employees apply who meet the minimum qualifications, the Employer must select one from the three bargaining unit members.

SECTION 2. Applications shall be reviewed considering the following criteria:

- A. ability to meet minimum qualifications and education requirements
- B. previous job performance
- C. disciplinary record
- D. seniority shall prevail if all other criteria are equal

SECTION 3. A newly appointed employee shall serve a probationary period of one hundred eighty (180) days. Any employee promoted to a higher classification shall serve a promotional probationary period of one hundred and twenty (120) days. A promoted employee failing to successfully complete his/her promotional probationary period will be returned to his/her same or similar classification at his/her previous rate of pay.

SECTION 4. An Employee who is temporarily assigned to the duties of a position with a higher rate than his/her own shall receive the pay rate of the higher position, beginning with the first day assigned to the new position, if the duties are assigned for a continuous period of more than ten (10) work days. An employee shall be temporarily assigned to a higher position no more than once in any one-year period. If the assignment exceeds twelve (12) weeks, the employee shall return to his/her regular position.

SECTION 5. An Employee may express an interest in transferring within their classification to another work unit. These requests will be maintained in a transfer request file. Requests for transfer will be considered prior to filling a vacancy.

ARTICLE 15 HOURS OF WORK

SECTION 1. The standard work week for all full-time permanent employees covered by this Agreement shall be forty (40) hours, exclusive of the time allotted for meals and shall begin at 12:01 AM on Sunday of each calendar week and end at 12:00 midnight on the following Saturday. Except for custodians, the normal work day shall be 7:00 a.m. to 6:00 p.m., but is subject to change by the Employer with advance notice to the Union. An employee may set his schedule with the approval of his/her supervisor. Extraordinary circumstances will be considered on a case by case basis.

The normal work day of the custodial workers shall be established by the Employer depending upon the needs of the Agency. If an Employee's schedule changes at the Employer's request, the Employee shall be given two weeks advance notice of change.

SECTION 2. Employees may flex within the normal work week on a day-to-day basis with approval from their supervisor. Any conflicts in assigning flex hours shall be settled in favor of maintaining continuity first, and in favor of the Employee with the most seniority second. Each unit shall draft a flex time policy. This policy and any subsequent changes to the policy shall be distributed to the employees of the unit and the Union.

SECTION 3. The normal lunch period shall be between thirty (30) and sixty (60) minutes in length. Breaks totaling fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon may be taken. Such breaks shall not be used to lengthen the lunch period or shorten the work day.

ARTICLE 16 OVERTIME

SECTION 1. Overtime is defined as any time worked in excess of forty (40) hours in active pay status in a standard work week.

SECTION 2. Authorization. Authorization for overtime must be given in advance, and must be only for unusual and clearly defined needs. All overtime requires prior approval by the employee's immediate supervisor. Overtime work will not be authorized and should not be requested to compensate on a consistent basis only certain selected employees when it appears evident that all qualified eligible persons in a given unit have not been afforded similar opportunity for extra work and compensation.

SECTION 3. Overtime Requests, Approval and Reporting. Overtime requests must be in writing to an employee's supervisor. Overtime must be verified by the supervisor and included in a report to the Director before any payment or compensatory time can be approved. When compensatory time is used, it must be reported on the employee time sheet and absence slip.

SECTION 4. The Employer shall submit to the Union a written notice of all overtime authorized and paid on a monthly basis.

SECTION 5. Payment. Eligible employees may be paid for overtime in two ways:

1. Money payment at a rate of one and one-half times the employee's rate of pay.
2. Compensatory time off at the rate of one and one-half times the amount of earned overtime.

This choice of taking overtime pay or compensatory time is the employee's alone. The maximum accumulation of compensatory time for any employee shall be 240 hours.

SECTION 6. Compensatory time will be used at a time mutually agreeable to the employee and his supervisor, but within 180 days from the date it is earned. In case of disagreement between an employee and his supervisor as to the scheduling of the time off, the Director will upon hearing both sides of the issue, make a final decision. Use of compensatory time off requires prior approval (request for time off). Any compensatory time left after 180 days will be paid for at that time.

Pay or compensatory time off for working on a holiday will be in addition to the automatic eight hours of holiday pay and will be computed at one and one-half times the regular rate of pay.

SECTION 7. It is understood and agreed by the parties that when an emergency condition exists as defined in Article 29, Waiver in Case of Emergency, any or all employees may be required to work overtime.

ARTICLE 17
MEDICAL LEAVE/PERSONAL LEAVE

SECTION 1. Crediting of Sick Leave. Sick leave credit shall be earned at the rate of 3.7 hours per pay period, for each pay period in active pay status, including paid vacation, overtime and sick leave, but not during a leave of absence or layoff. An employee is in Aactive pay status@ during each pay period in which an employee receives a pay check, but not during pay periods for which that employee does not receive a pay check. Unused sick leave accrual shall be unlimited.

SECTION 2. Retention of Sick Leave. An employee who transfers from a public agency to the Employer or who has prior service with a public agency shall retain credit for any sick leave earned in accordance with current Civil Service law.

SECTION 3. Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave, without pay, for a period not to exceed two years.

SECTION 4. Charging of Sick Leave. Sick leave shall be charged in minimum units of one-fourth (1/4) hour. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled work day or work week earnings.

SECTION 5. Evidence Required For Sick Leave Usage. The Employer may require an employee to furnish a standard written statement to justify the use of sick leave, or a certificate stating the nature of the illness from a licensed physician, dentist, chiropractor or psychologist.

SECTION 6. Notification by Employee. When an employee is unable to report to work, he shall notify his immediate supervisor within one-half (2) hour of the time scheduled to report to work on each day of absence, unless other arrangements are made with the employee's supervisor or unless emergency conditions prevent such notification. When reporting off sick, the employee must advise his immediate supervisor of the nature of his illness and how long he expects to be absent.

Should an employee's immediate supervisor be unavailable when an employee calls in to report his/her absence due to illness, the absence shall be reported to the person who answers the call. Any employee receiving a call from an employee reporting in sick must advise that Employee's supervisor as soon as possible.

SECTION 7. Abuse of Sick Leave. Employees failing to comply with sick leave rules shall not be paid for sick leave. The Employer may initiate investigations when an employee is suspected of abusing sick leave privileges.

SECTION 8. Uses of Sick Leave. Paid sick leave may be granted to an employee only after approval of the Employer for any of the following reasons:

1. Illness or injury of the employee or a member of his immediate family, wherein the employee's presence is required.
2. Death of a member of his immediate family. Sick leave usage is limited to a maximum of five (5) work days.
3. Medical, dental or optical examinations or treatment of the employee or a member of his immediate family, which requires the presence of the employee, and which cannot be scheduled during non-working hours.
4. If a member of the immediate family is afflicted with a contagious disease, or requires the care and attendance of the employee or if through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others.
5. Pregnancy, maternity leave, childbirth and other conditions related to child birth.

SECTION 9. Definition of Immediate Family. Definition of immediate family for sick leave purposes only: mother, father, brother, sister, child, spouse, grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardians, foster child, or other person who stands in place of a parent (loco parentis), or significant other.

SECTION 10. Retirement Conversion. An employee may request conversion of sick leave upon retirement. An employee shall be paid in cash for one-half of the value of any unused accumulated sick leave to a maximum of the value of 30 days, or 240 hours, of such sick leave, based on the rate of pay at the time of retirement. All unused accumulated sick leave credit shall be eliminated at the time of the conversion payment.

SECTION 11. Personal Leave.

1. Each employee shall be entitled to Forty (40) hours of personal leave as of March 1st of each calendar year. Newly hired employees shall receive personal leave on a prorated basis in their first year of employment.
2. Each request for personal leave must be made at least one day in advance of the intended day of usage.
3. All personal leave shall carry over from year to year up to a maximum of forty (40) hours. All personal leave over 40 hours not used by the last day of February of each calendar year shall be converted to sick leave and shall have no monetary value.

SECTION 12. Family Leave. Any Employee shall be granted up to a six (6) month leave of absence per year without pay for one or more of the following:

- A. The birth of a son or daughter to the employee and in order to take care of such son or daughter.
- B. The placement of a son or daughter with the employee for adoption or foster care.
- C. To care for a spouse, significant other, son, daughter, or parent of the employee, if such spouse, significant other, son daughter, or parent has a serious health condition.
- D. Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Said leave may be taken intermittently or on a reduced leave schedule when medically necessary, but shall not exceed a total period of six (6) months. The employer shall pay its share of the cost of all

negotiated insurance premiums.

The authorization for leaves without pay for reasons other than those listed above, or for periods of time exceeding those stated, shall be granted at the discretion of the employer.

SECTION 13. Rehabilitation Leave. Any Employee who has completed his/her probationary period shall be granted one unpaid leave of absence for up to sixty (60) days for the purpose of entering into a rehabilitation program due to chemical or alcohol dependency. Upon admission to such a program, the Employee may have all notification regarding the duration and the nature of the leave made by the designated EAP Coordinator. The EAP Coordinator shall, at the Employee's request, represent the Employee's interest, and all communication to or regarding the Employee shall be routed through the EAP Coordinator.

SECTION 14. Maternity/Paternity Leave. Any Employee who is expecting to become or has become a new parent shall be granted a leave of absence for maternity/paternity purposes. The date of departure and the date of return to work shall be established by the Employee in compliance with this Article. The Employee at his option, may use any or all of his sick leave and vacation leave for said purposes, or may be granted leave without pay. In any case, said leave is not to exceed six (6) months.

Any additional leaves under this section will be granted at the discretion of the Employer.

**ARTICLE 18
LEAVES OF ABSENCE**

SECTION 1. Authorization for Leave. The authorization of a leave of absence without pay is a matter of administrative discretion. The Employer shall decide in each individual case if a leave of absence is to be granted within the limitations of the Department of Job and Family Services.

A leave of absence shall be requested and authorized on a form designated by the Employer.

SECTION 2. Reinstatement from Leave. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied, or to a similar position, if the employee's former position no longer exists. Any replacement in the position while an employee is on leave is to be on a temporary basis.

An employee may be returned to work before the scheduled expiration of leave if requested by the employee and agreed to by the Employer. An extension of leave may be granted at the Employer's discretion if requested by the employee before the expiration of the original leave. If an employee fails to return to work within five (5) days of the expiration of an approved leave of absence, and does not submit a resignation, he/she will be considered "absent without leave" and shall be subject to immediate termination.

SECTION 3. Sick Leave Credit and Vacation Credit. An employee on leave of absence without pay does not earn sick leave or vacation credit. However, the time spent on authorized leave of absence is to be counted as service credit when computing seniority.

SECTION 4. Abuse of Leave. If a leave of absence is granted for a specific purpose, and it is found the leave is not actually being used for such purpose, the Employer may cancel the leave and direct the employee to report for work by giving written notice to the employee.

ARTICLE 19
BEREAVEMENT LEAVE

Each employee shall be entitled to forty (40) hours of bereavement leave with pay per death, to make, participate, arrange and/or attend funeral and burial services, or participate in religious or memorial observances for a member of his immediate family.

"Immediate family" shall be defined as the employee's mother, father, brother, sister, child, spouse, significant other (a person who stands in place of spouse), grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardians, foster child, or other person who stands in place of a parent (loco parentis). For purposes of this Article, the mother, father, brother, sister, or child of an employee's "significant other" shall be considered "in-laws" of the employee.

Sick leave or other paid leave (personal, vacation, or compensatory time) may be used in addition to bereavement leave at the employee's request if additional days are needed.

ARTICLE 20
EMERGENCY LEAVE

Each employee shall be entitled to twelve (12) hours of unpaid emergency leave per year. Emergency leave is intended to be used at the employee's discretion. This leave must be taken in units of not less than one-half (2) hour.

When an employee is unable to report to work, or to remain at work due to an emergency, he shall notify his immediate supervisor or other designated person within one-half (2) hour of the time scheduled to report to work, or when leaving work, unless conditions prevent such notification. Intent to use emergency leave and estimated length of time to be used must be reported at this time.

Employees may request conversion of emergency leave up to 12 hours per year to vacation, personal, or accrued compensatory time.

ARTICLE 21
INCLEMENT WEATHER/EMERGENCIES

If, in the opinion of the Athens County Commissioners or the Director of the Department of Job and Family Services, inclement weather conditions exist, the Department will be closed, and all employees affected by a shutdown shall receive an excused day with pay. Any approved leaves that conflict with inclement weather days shall be credited accordingly.

Each employee shall be notified as soon as possible by whatever means available of any shutdown due to inclement weather.

In the event of a dismissal for inclement weather after the work day has begun, employees who are unable to get to work, or those who had scheduled leave, shall be credited as excused with pay for the number of hours elapsed from the time of the shutdown to the end of their normal working day.

The Employer and the Union will determine which positions will have to be staffed in the event of a shutdown of the Agency. A written plan will be devised to fill these positions. It will be the responsibility of those employees chosen to notify the agency within a reasonable amount of time if they are unable to report to work. Those employees reporting to work shall receive time and half their hourly rate of pay.

All Employees will be notified in writing of any responsibility they may have to report to the agency or another work site under emergency conditions.

The agency will provide a list of all Employees who are assigned emergency duties to the Sheriff's Department and Emergency Management Agency, and those Employees shall receive an identification card to carry.

ARTICLE 22
JURY DUTY

SECTION 1. Any employee required to serve as a juror on any Municipal, County, or Federal jury shall receive excused time with pay. Any fee paid to the employee for serving on the jury shall be remitted to the employer.

SECTION 2. An employee who appears in court as a named party to a Civil or Criminal suit shall receive excused time without pay. However, if an employee is subpoenaed to appear as a witness in fulfillment of his or her duties as a citizen or employee of this agency, that employee shall receive time with pay.

ARTICLE 23
MILITARY LEAVE

SECTION 1. Any permanent employee who is a member of the Ohio National Guard, the Ohio Military Reserve, the Ohio Naval Militia, or any reserve component of the armed forces of the United States shall be allowed military leave with pay not to exceed twenty-two (22) work days per calendar year. The Employer shall pay the employee's normal rate of pay for military leave.

SECTION 2. If such employee is ordered to active duty, the Employer shall pay the difference between the employee's normal rate of pay and the military base rate of pay for a period of twenty-six (26) weeks, or 130 work days, following the expiration of the time period specified in Section 1.

SECTION 3. An employee on military leave of absence shall continue to accrue seniority.

SECTION 4. Upon the employee's return, the employee shall be re-employed in the same or similar position held prior to military service.

SECTION 5. The Employer shall comply with all federal, state, and local laws regarding former and current military service of employees.

**ARTICLE 24
HOLIDAYS**

SECTION 1. All employees shall be entitled to eight (8) hours of holiday pay for each of the following holidays:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

Any holiday declared by the Athens County Commissioners

All employees shall be entitled to four (4) hours of holiday pay on the following holiday, provided the holiday falls on a workday:

Christmas Eve

SECTION 2. If an employee is required to work on any of the listed holidays, she/he shall be entitled to pay for such time worked at one and one-half times her/his regular base rate of pay, plus the eight (8) hours of holiday pay in accordance with this Section.

**ARTICLE 25
VACATION**

SECTION 1. Employees shall be entitled to vacation leave with pay as follows:

LENGTH OF SERVICE	ANNUAL VACATION	PER PAY PERIOD
6 mos. but less than 7 yrs.	80 hours	3.1 hours
7 but less than 15 yrs.	120 hours	4.6 hours
15 but less than 25 yrs.	160 hours	6.2 hours
25 years or more	200 hours	7.7 hours

Length of service shall be defined as service with the Athens County Department of Job and Family Services, State of Ohio or any of its political subdivisions.

Newly hired employees shall be credited with forty (40) hours of vacation leave upon completion of the first six (6) months of service.

SECTION 2. All vacation requests shall be granted in order of bargaining unit seniority during the posting period for requests of forty (40) hours or more. The posting period will be mutually agreed upon by the Union and the Employer. After the posting period all other requests will be granted on a first come, first serve basis. If two or more employees within the same classification request the same day or days on the same date, such time shall be granted in order of bargaining unit seniority. Vacation time once approved shall not be canceled except in case of an emergency.

The employee shall be notified of the Employer's decision within five (5) work days after the close of the posting period. For all other requests, the Employee shall be notified within five (5) work days.

Vacation may be taken in minimum units of one-quarter (1/4) hour.

SECTION 3. Carry over of vacation leave shall be limited to no more than 3 times the employee's current annual vacation.

Upon termination of employment, the employee shall be entitled to compensation at his current rate of pay for vacation accrued within the limits of this section.

ARTICLE 26
TRANSPORTATION REIMBURSEMENT

The mileage reimbursement for employees who are authorized and required to operate their own vehicles shall be the standard mileage rate allowed by the Internal Revenue Service.

Employees who are required to use their automobiles for agency business shall receive an additional ten dollars (\$10.00) for every 200 miles driven that month as reimbursement for excessive wear on their car.

Employees who must travel outside the county on agency business, will receive fifteen dollars (\$15.00) a day to cover the cost of meals, parking, and other incidentals. Employees who are required to stay overnight may claim an additional \$20.00 for each night. Expenses for the actual cost of a motel room will be reimbursed in full when an employee travels out of county on official business and such travel requires an overnight stay. All out of county travel must have prior approval of the Director or Director's Designee.

A work site is defined as the location of normal work office of the employee. When an employee travels from his normal assigned work site to another location, or from another location to his normal work site, he shall be reimbursed for mileage. If an employee travels directly from his home to another location, or from another location to his home, the reimbursement shall be based on the mileage from the employee's home or from the normal work site, whichever is shorter.

ARTICLE 27
JOB TRAINING

SECTION 1. Each bargaining unit employee shall be granted one (1) testing day per year without loss of pay for current positions within the agency.

SECTION 2. The Employer shall develop adequate and continuing job training for all employees.

SECTION 3. Notice of all ODJFS workshops, conferences and training sessions shall be posted conspicuously on the bulletin boards.

ARTICLE 28
SAFETY, FIRST AID AND SECURITY TRAINING

SECTION 1. The Employer shall provide training so that each employee is knowledgeable in the following situations:

1. First Aid and under what conditions such assistance maybe used to clients or co-workers. First Aid kits will be readily available on each floor.
2. Fire, tornado, and other hazards, with drill procedures stressing building evacuation, emergency lighting, location maps on hallway walls, fire extinguisher location and use, etc.
3. Dealing with potentially dangerous client/employee conditions.

SECTION 2. Emergency phone numbers are to be posted on every phone and telephones with speed dialing will all be coded for emergency numbers.

SECTION 3. The Employer shall install effective protective glare shields for each video display terminal and provide wrist or forearm support for each employee, if the employee desires.

SECTION 4. All vehicles owned by the Employer shall be operated and maintained as specified in the transportation manual.

SECTION 5. All ACDJFS buildings are smoke free. Smoking shall be permitted outside agency buildings in designated smoking areas. No smoking shall be allowed in county vehicles.

SECTION 6. Employees shall not be required to work in the presence of noxious or toxic substances, excessive noise levels, or other hazardous conditions without appropriate protective equipment which will be provided by the Employer.

SECTION 7. The Employer will comply with OSHA guidelines regarding a safe and healthy work environment.

SECTION 8. Chilled drinking water shall be provided on each floor at both North Lancaster Street and Route 13.

SECTION 9. Agency parking areas, walkways, and steps shall be kept free of snow and ice each working da.

SECTION 10. Work stations shall be evaluated for ergonomic conformity to standards of design. Those stations deemed unsafe or unhealthy will be improved.

SECTION 11. The Employer will comply with OSHA guidelines regarding vision testing and VDT use. Employees will be encouraged to take appropriate breaks.

SECTION 12. The Employer may require necessary physical examinations related to physical job requirements. Any expense for required testing that exceed insured coverage will be provided by the Employer.

SECTION 13. The Employer shall make a reasonable effort to assure that each Employee shall not be exposed to threats to their physical health and safety. Employees shall not suffer reprisals for notifying the Employer of unreasonable work conditions.

SECTION 14. The Employer and the Union shall establish a standing Health and Safety Committee which shall meet at least once every three months to set and implement health and safety procedures for employees. The committee shall consist of four (4) bargaining unit members, at least one representative from each building.

SECTION 15. Management will attempt to ensure that room temperatures be kept at a reasonable range of 60 - 80 degrees. Employees exposed to unreasonably low or high temperatures will notify their immediate supervisor of the temperature conditions. If temperatures cannot be brought to within the reasonable range, the employee must be assigned to a different work area with a suitable temperature. If the situation is not rectified, the employee shall be entitled to remove him/herself from the unreasonable condition.

SECTION 16. Employees shall be offered an eye examination annually, or at the commencement of employment. These exams, in addition to routine optical testing, shall include refraction, acuity and accommodation testing, tests for color vision and function and examination of the cornea and the lens for opacity and the retina for detachment. The employer shall pay for these exams, except for the portion of the cost which is covered by the Employee's insurance provider.

ARTICLE 29
WAIVER IN CASE OF EMERGENCY

SECTION 1. If an emergency such as an act of God or civil disorder is declared by the President of the United States, the Governor of the State of Ohio, the Sheriff of Athens County, or the Federal or State Legislature, the following conditions of this Agreement may be temporarily suspended by the Employer:

- A. time limits on grievances;

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

SECTION 2. Upon termination of the emergency, should valid grievances exist, they shall be processed in accordance with the provisions outlined in the grievance procedure of this Agreement and shall proceed from the point in the grievance procedure to which the grievance had properly progressed, prior to the emergency.

**ARTICLE 30
INSURANCE**

SECTION 1. The Employer shall retain the present health insurance coverage or its equivalent for the life of this Agreement unless changes to the present health coverage are mutually agreed upon.

SECTION 2. The following percentages of the monthly premium for basic and major medical insurance coverage shall be paid:

For monthly premiums for "Plan 1" paid after:	Employer:	Employee:
1. March 1, 2016	91%	9%
2. March 1, 2017	89.5%	10.5%
3. March 1, 2018	88%	12%

For monthly premiums for "Plan 2"* paid after:	Employer:	Employee:
1. March 1, 2017	90%	10%
2. March 1, 2018	90%	10%

*For employees hired after February 1, 2017 Plan 2 shall be the only insurance option available to them.

The Employer shall deduct the employee's share of the premium twice each month from the employee's pay.

SECTION 3. The Employer shall provide individual and family dental and vision insurance at no cost for employees and their families.

SECTION 4. The Employer shall pay the full cost for group term life insurance in the amount of \$20,000 for each employee.

SECTION 5. The Employer will provide employees with the opportunity to purchase optional group disability and optional additional term life insurance benefits at the employee's expense.

SECTION 6. The Employer will provide employees information regarding all available group insurance to each employee.

SECTION 7. The parties agree that should the insurance premiums increase more than 8.5% over the previous year the Union and the County shall meet to negotiate on healthcare and wages.

**ARTICLE 31
WAGES**

SECTION 1. NEW RATES FOR BARGAINING UNIT PERSONNEL

Classification	Pay Range	Current	3/1/2016 Base Wage	3/1/2016 With Cola	3/1/2017 Base Wage	3/1/2017 With Cola	3/1/2018 Base Wage	3/1/2018 With Cola
Acct Clerk 2	26	\$ 16.96	\$ 17.30	\$ 17.47	\$ 17.73	\$ 17.82	\$ 18.17	\$ 18.26
Acct Clerk 3	27	\$ 17.70	\$ 18.05	\$ 18.23	\$ 18.51	\$ 18.60	\$ 18.97	\$ 19.06
Accountant 1	27	\$ 17.70	\$ 18.05	\$ 18.23	\$ 18.51	\$ 18.60	\$ 18.97	\$ 19.06
Accountant 2	29	\$ 19.37	\$ 19.76	\$ 19.95	\$ 20.25	\$ 20.35	\$ 20.76	\$ 20.86
Administrative Asst. 2	30	\$ 20.47	\$ 20.88	\$ 21.08	\$ 21.40	\$ 21.51	\$ 21.94	\$ 22.04
Admin. Secretary 1	28	\$ 18.46	\$ 18.83	\$ 19.01	\$ 19.30	\$ 19.39	\$ 19.78	\$ 19.88
Clerical Specialist	25	\$ 16.38	\$ 16.71	\$ 16.87	\$ 17.13	\$ 17.21	\$ 17.55	\$ 17.64
Clerk 2	3	\$ 15.65	\$ 15.96	\$ 16.12	\$ 16.36	\$ 16.44	\$ 16.77	\$ 16.85
Custodial Worker	3	\$ 15.65	\$ 15.96	\$ 16.12	\$ 16.36	\$ 16.44	\$ 16.77	\$ 16.85
Data Control Tech.	27	\$ 17.70	\$ 18.05	\$ 18.23	\$ 18.51	\$ 18.60	\$ 18.97	\$ 19.06
Data Entry Operator 2	4	\$ 16.19	\$ 16.51	\$ 16.68	\$ 16.93	\$ 17.01	\$ 17.35	\$ 17.43
Employment Contract Specialist	28	\$ 18.46	\$ 18.83	\$ 19.01	\$ 19.30	\$ 19.39	\$ 19.78	\$ 19.88
Employment Service Counselor	28	\$ 18.46	\$ 18.83	\$ 19.01	\$ 19.30	\$ 19.39	\$ 19.78	\$ 19.88
Employment Service Interviewer	27	\$ 17.70	\$ 18.05	\$ 18.23	\$ 18.51	\$ 18.60	\$ 18.97	\$ 19.06
Family Service Aid 2	4	\$ 16.19	\$ 16.51	\$ 16.68	\$ 16.93	\$ 17.01	\$ 17.35	\$ 17.43
Income Maintenance Aide 2	4	\$ 16.19	\$ 16.51	\$ 16.68	\$ 16.93	\$ 17.01	\$ 17.35	\$ 17.43
Income Maintenance Worker 2	27	\$ 17.70	\$ 18.05	\$ 18.23	\$ 18.51	\$ 18.60	\$ 18.97	\$ 19.06
Income Maintenance Worker 3	28	\$ 18.46	\$ 18.83	\$ 19.01	\$ 19.30	\$ 19.39	\$ 19.78	\$ 19.88
Income Maintenance Case Control Reviewer	29	\$ 19.37	\$ 19.76	\$ 19.95	\$ 20.25	\$ 20.35	\$ 20.76	\$ 20.86
Investigator 1	26	\$ 16.96	\$ 17.30	\$ 17.47	\$ 17.73	\$ 17.82	\$ 18.17	\$ 18.26
Investigator 2	27	\$ 17.70	\$ 18.05	\$ 18.23	\$ 18.51	\$ 18.60	\$ 18.97	\$ 19.06
Investigator 3	29	\$ 19.37	\$ 19.76	\$ 19.95	\$ 20.25	\$ 20.35	\$ 20.76	\$ 20.86
Legal Aide	27	\$ 17.70	\$ 18.05	\$ 18.23	\$ 18.51	\$ 18.60	\$ 18.97	\$ 19.06
Maintenance Repair Worker 2	5	\$ 16.78	\$ 17.12	\$ 17.28	\$ 17.54	\$ 17.63	\$ 17.98	\$ 18.07
Nurse 1	30	\$ 20.47	\$ 20.88	\$ 21.08	\$ 21.40	\$ 21.51	\$ 21.94	\$ 22.04
Purchasing Agent 1	27	\$ 17.70	\$ 18.05	\$ 18.23	\$ 18.51	\$ 18.60	\$ 18.97	\$ 19.06

Records Management Officer 1	28	\$ 18.46	\$ 18.83	\$ 19.01	\$ 19.30	\$ 19.39	\$ 19.78	\$ 19.88
Secretary 1	26	\$ 16.96	\$ 17.30	\$ 17.47	\$ 17.73	\$ 17.82	\$ 18.17	\$ 18.26
Secretary 2	27	\$ 17.70	\$ 18.05	\$ 18.23	\$ 18.51	\$ 18.60	\$ 18.97	\$ 19.06
Social Program Coordinator	30	\$ 20.47	\$ 20.88	\$ 21.08	\$ 21.40	\$ 21.51	\$ 21.94	\$ 22.04
Social Service Aide 1	4	\$ 16.19	\$ 16.51	\$ 16.68	\$ 16.93	\$ 17.01	\$ 17.35	\$ 17.43
Social Service Aide 2	5	\$ 16.78	\$ 17.12	\$ 17.28	\$ 17.54	\$ 17.63	\$ 17.98	\$ 18.07
Social Service Worker 1	26	\$ 16.96	\$ 17.30	\$ 17.47	\$ 17.73	\$ 17.82	\$ 18.17	\$ 18.26
Social Service Worker 2	27	\$ 17.70	\$ 18.05	\$ 18.23	\$ 18.51	\$ 18.60	\$ 18.97	\$ 19.06
Social Service Worker 3	28	\$ 18.46	\$ 18.83	\$ 19.01	\$ 19.30	\$ 19.39	\$ 19.78	\$ 19.88
Teacher	28	\$ 18.46	\$ 18.83	\$ 19.01	\$ 19.30	\$ 19.39	\$ 19.78	\$ 19.88
Teacher Aide 3	28	\$ 18.46	\$ 18.83	\$ 19.01	\$ 19.30	\$ 19.39	\$ 19.78	\$ 19.88
Trainer	28	\$ 18.46	\$ 18.83	\$ 19.01	\$ 19.30	\$ 19.39	\$ 19.78	\$ 19.88
Training Officer 1	29	\$ 19.37	\$ 19.76	\$ 19.95	\$ 20.25	\$ 20.35	\$ 20.76	\$ 20.86
Pay Ranges	3	\$ 15.65	\$ 15.96	\$ 16.12	\$ 16.36	\$ 16.44	\$ 16.77	\$ 16.85
	4	\$ 16.19	\$ 16.51	\$ 16.68	\$ 16.93	\$ 17.01	\$ 17.35	\$ 17.43
	5	\$ 16.78	\$ 17.12	\$ 17.28	\$ 17.54	\$ 17.63	\$ 17.98	\$ 18.07
	25	\$ 16.38	\$ 16.71	\$ 16.87	\$ 17.13	\$ 17.21	\$ 17.55	\$ 17.64
	26	\$ 16.96	\$ 17.30	\$ 17.47	\$ 17.73	\$ 17.82	\$ 18.17	\$ 18.26
	27	\$ 17.70	\$ 18.05	\$ 18.23	\$ 18.51	\$ 18.60	\$ 18.97	\$ 19.06
	28	\$ 18.46	\$ 18.83	\$ 19.01	\$ 19.30	\$ 19.39	\$ 19.78	\$ 19.88
	29	\$ 19.37	\$ 19.76	\$ 19.95	\$ 20.25	\$ 20.35	\$ 20.76	\$ 20.86
	30	\$ 20.47	\$ 20.88	\$ 21.08	\$ 21.40	\$ 21.51	\$ 21.94	\$ 22.04

SECTION 2. Each bargaining unit employee shall receive pay increases as specified by their job classification in Section 1. All pay ranges will increase 2% effective March 1, 2016, 2.5% effective March 1, 2017, and 2.5% effective March 1, 2018. In addition each pay range shall receive a Cost Of Living increase (COLA) 1% effective March 1, 2016, .5% effective March 1, 2017, and .5% effective March 1, 2018. The COLA increases shall not be cumulative.

SECTION 3. The wage rate for any newly created bargaining unit position will be established using the same pay range base rates in effect at that time and shall thereafter, be subject to the same increases shown in Section 1.

SECTION 4. A bargaining unit employee who is laterally transferred shall retain his pay rate in effect at that time.

SECTION 5. All bargaining unit members shall be entitled to longevity pay effective on each member's anniversary date beginning October 1, 2003. Such longevity pay shall be paid annually and will be included in the next regular pay following the employee's anniversary date as follows:

Beginning 5th year - \$.25 per hour

Beginning 10th year - \$.38 per hour

Beginning 15th year - \$.49 per hour
Beginning 20th year - \$.61 per hour

Beginning on March 1, 2008, the longevity pay shall change as follows:

Beginning 5th year - \$.25 per hour
Beginning 10th year - \$.43 per hour
Beginning 15th year - \$.54 per hour
Beginning 20th year - \$.66 per hour

Such longevity pay shall be based on total service time accrued. This is defined as service with the Athens County Department of Job and Family Services.

ARTICLE 32
DONATION OF LEAVE

SECTION 1. Employees of the Athens County Department of Job and Family Services may donate paid leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the leave donation is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to the serious illness or injury of the employee or a member of the employee's immediate family. The definition of immediate family is provided in Article 17, Section 9 of the ACDJFS/CWA Contract.

SECTION 2. An employee may receive donated leave, up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave:

- a. or a member of the employee's immediate family has a serious illness or injury and the employee's presence is required
- b. has no accrued sick, personal, vacation, or compensatory time and
- c. has applied for any paid leave or workers' compensation for which the employee is eligible.

SECTION 3. Employees may donate leave if the donating employee:

- a. voluntarily elects to donate leave and does so with the understanding that donated leave will not be returned and
- b. donates a minimum of eight hours and
- c. retains a combined balance of at least eighty hours. Leave shall be donated in the same manner in which it would otherwise be used.

SECTION 4. The Leave Donation Program shall be administered on a pay period by pay period basis. Employees using donated leave shall be considered in active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued by an employee while using donated leave shall be used, if necessary, in the following pay period before additional leave may be received. Donated leave shall not count toward the probationary period of an employee who receives donated leave during his or her probationary period. Donated leave shall be considered sick leave, but shall never be converted into a cash benefit.

SECTION 5. Employees who wish to donate leave shall certify:

- a. The name of the employee for whom the donated leave is intended and
- b. the type of leave and number of hours to be donated and
- c. that the employee will have a minimum combined leave balance of at least eighty (80) hours and
- d. that the leave is donated voluntarily and the employee understands that the donated leave will not be returned.

SECTION 6. The Department shall ensure that no employees are forced to donate leave. The Department shall respect an employee's right to privacy, however the Director may, with the permission of the employee who is in need of leave or a member of the employee's immediate family, inform employees of their co-workers critical need of leave. The Department shall not directly solicit leave donations from employees, the donation of leave shall occur on a strictly voluntary basis.

ARTICLE 33
DISPLACEMENT of WORKERS

The employers use of temporary employees, work experience participants, or contracted employees shall not result in the layoff, reduction of hours, reduction of pay, or prevent the recall of laid off bargaining unit employees.

**ARTICLE 34
SUCCESSOR CLAUSE**

This agreement shall be binding upon both parties hereto together with their respective successors and assignees for the duration of Agreement.

ARTICLE 35
DURATION OF AGREEMENT

This Agreement shall be effective as of the date of signing and shall remain in full force and effect until 12:01 a.m. March 1, 2019.

If either party desires to modify, or amend this AGREEMENT, it shall give a written notice of such intent no earlier than one hundred twenty (120) calendar days prior to the expiration date, nor later than sixty (60) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

The parties may mutually agree to re-open bargaining on any issue involving a modification or deletion of the existing provisions of this agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the employees and the Union for the life of this Agreement, each voluntarily and unequivocally waives the right, and each agrees that the other shall not be obligated, to bargain collectively or individually with this Agreement, even though such subjects or matters may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have set their hand this 17~~th~~ day of June, 2016.

ATHENS COUNTY DEPARTMENT OF
JOB AND FAMILY SERVICES

THE COMMUNICATIONS WORKERS
OF AMERICA



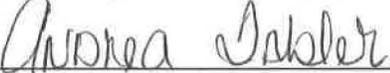
Director, A.C.D.J.F.S.



President, CWA Local 4320



Athens County Commissioner



Union Steward



Athens County Commissioner



Union Steward



Athens County Commissioner



APPROVED AS TO FORM:



Athens County Prosecuting Attorney