



AGREEMENT BETWEEN
THE WILLIAMS COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AND
AFSCME OHIO COUNCIL 8

Case No.: 16-MED-02-0182

Effective through
June 30, 2019

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PREAMBLE/PURPOSE

This agreement, entered into by the Williams County Department of Job and Family Services, hereinafter referred to as the "Employer" and Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

This agreement has as its purpose the following:

To comply with the requirements of Chapter 4117 of the Ohio Revised Code and to set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms, and other conditions of employment for those employees included in the bargaining unit as defined herein.

In the event that any federal or state legislation, governmental regulation, or court decision causes invalidation of any article or section of this agreement, all other articles or sections not so invalidated shall remain in full force and effect.

ARTICLE 1 MANAGEMENT RIGHTS

Section 1.1. The Employer reserves all the customary rights, privileges, or authority of management, except as modified by the express terms of this agreement, including but not limited to the following:

- A. the right to manage its affairs efficiently and economically, including the determination of quantity, quality, frequency, and type of services to be rendered; the determination, purpose, and control of the types and numbers of materials, machines, tools, and equipment to be used; the selection of the location, number, and type facilities and installations; and the additional discontinuance of any services, facilities, equipment, materials, or methods of operation;
- B. the right to determine starting and quitting times, work schedules, and the number of hours to be worked, including overtime, lunch, coffee breaks, rest periods, and clean up time as agreed in the Hours of Work and Overtime, Article 11; and to determine the amount of supervision necessary and to establish the procedures and means for properly documenting hours worked and not worked for all bargaining unit employees;
- C. the right to determine the method or process by which work is performed; the right to contract and purchase any or all work, processes, or services; to adopt, revise, enforce, or delete working rules in accordance with the applicable terms of this Agreement; and carry out cost control and general improvement programs and to determine the methods and amount of supervision necessary;
- D. the right to establish, change, combine, or discontinue job classifications and prescribe and assign job locations and relocations and job duties, content, and classification and establish wage rates for any new or changed classifications;

- E. the right to establish or continue policies or procedures for the conduct of the Employer's business and its services to the citizens of Williams County and from time to time, to change or abolish such practices or procedures;
- F. the right to establish training programs and upgrade requirements for employees within the department;
- G. the right to transfer, promote, or demote employees, or to layoff in accordance with the applicable terms of this Agreement, terminate, or otherwise relieve employees from duty for financial or workload requirements, reorganization of the department, or other legitimate reasons;
- H. the right to continue, alter, make, and enforce reasonable rules for the maintenance of discipline; to suspend, discharge, or otherwise discipline employees and otherwise to take such measures that the Employer may determine is necessary for the orderly and efficient operation of the Employer's business in accordance with the applicable terms of this Agreement.
- I. the right to subcontract, reorganize, or discontinue the agency or its functions, or to combine with any other public or private agency as a new Employer in accordance with the applicable terms of this Agreement.

Section 1.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this agreement shall remain the function of the Employer.

Section 1.3. The management rights set forth above shall not be subject to arbitration or impairment of the applicable terms except to the extent that they are limited by this agreement. Failure to exercise a right or exercising it in a particular way shall not be deemed a waiver of any management right.

ARTICLE 2

UNION RECOGNITION

Section 2.1. The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in the bargaining representative for purposes of bargaining wages, hours, and other terms and conditions of employment as certified by SERB in case number 2012-REP-08-0800.

Included: All full-time employees in the following classifications: Child Support Case Manager; Clerical Specialist 3 and 4; Eligibility Referral Specialist 2; Labor Crew Leader; Legal Specialist; Social Services Worker 1 and 2; Social Services Worker 2 – Lead Worker; Telephone Operators; and Unit Support Worker 2.

Excluded: All supervisors, management-level, and confidential employees as defined in the Act, and seasonal and casual employees as defined by the Board.

Section 2.2. In the event a new classification is created, it is agreed between the parties that discussions shall take place to determine whether or not such new classification shall be included in the bargaining unit. If it is agreed that the classification should be placed in the bargaining

unit, the Employer and the Union will discuss the hours of work and wages of such new classification. If an agreement cannot be reached between the parties as to whether a classification is to be in the bargaining unit, the parties agree to submit the dispute to the State Employment Relations Board (S.E.R.B.) for its determination. S.E.R.B.'s ruling shall be binding to the parties. If the parties agree on the determination, it shall be implemented as agreed by the parties, provided it involves a change in the classification, the parties agree to jointly petition S.E.R.B. to amend/clarify the unit, and will include the position upon S.E.R.B.'s approval.

ARTICLE 3 **UNION BUSINESS**

Section 3.1. A representative of the Union shall be admitted to the Employer's facilities for the purpose of attending scheduled meetings as authorized in this Agreement, provided the representative notifies the Employer of the intention to attend such scheduled meetings or hearings, no later than twenty-four (24) hours prior to the scheduled meeting. The Union representative shall provide identification to the Employer, or the Employer's designated representative, upon arrival.

Section 3.2. The Employer shall recognize four (4) employees to act as representatives for the purpose of processing and investigating grievances under the grievance procedure. Such employee shall be known as the steward. AFSCME shall provide the Employer a written list of the stewards which shall be kept current at all times.

Section 3.3. The writing and investigating of grievances shall be on non-work time, except where the steward has permission of the Director to investigate a grievance during work time. In no event shall time spent writing grievances or investigating grievances be considered as overtime or paid time outside the employee's regular working hours. If a grievance hearing is held during the employee's working hours, the employee shall not suffer any loss in pay while attending such hearing.

Section 3.4. The Union shall provide the Employer an official roster of its local officers, assigned union representatives, and stewards, which is to be kept current at all times by the Union and shall include the following:

- A. name;
- B. work unit represented;
- C. union position held;
- D. work address and phone numbers of non-employee representatives.

No employee shall be recognized as a union representative until the Union has presented the Employer with written notice of that person's selection.

Section 3.5. The Union agrees that no representatives of the Union, either employee or non-employee, shall interfere with, interrupt, or disrupt the normal work duties of employees.

Section 3.6. Employees shall not have access to the Employer's premises after agency hours except as approved in advance by the Employer. Employees shall not use the county's materials, supplies, or equipment for Union-related functions or activities.

ARTICLE 4 **DUES DEDUCTION**

Section 4.1. The Employer agrees to deduct union membership dues, initiation fees, and assessments in accordance with this article for all employees eligible for the bargaining unit. Neither the Employer nor the Union shall solicit a new employee regarding union membership or non-membership during the employee's first 60 days of employment.

Section 4.2. The Employer agrees to deduct regular union membership dues, initiation fees, or assessments once each month from the pay of any employee in the bargaining unit eligible for such deduction upon receiving written authorization signed individually and voluntarily by the employees. The signed payroll deduction form must be presented to the Employer by the employee. Upon receipt of the proper authorization, the Employer will deduct union dues from the payroll check for the next pay period in which dues are normally deducted following the pay period in which the authorization was received by the Employer.

Authorization cards for payroll deduction of union dues may be submitted any time after the signing of this agreement and shall continue in effect until the annual anniversary date of the agreement or for a period of one (1) year, whichever is greater.

Dues deduction authorizations may be revoked by employees during the period June 1 through June 30 of each year. Dues deduction authorizations not revoked during this 30 day period shall continue in effect for a successive contract year. Written notice of the dues deduction revocation shall be served upon the Employer and the Union by the employee to make the revocation effective.

This provision shall not be construed as requiring an employee to become or remain a member of the Union as a condition of securing or retaining employment.

Section 4.3. For the duration of this agreement, the Employer agrees to remit the dues deducted from eligible bargaining unit employees' pay, in accordance with this article, once each month to AFSCME Ohio Council 8, Comptroller, 6800 North High Street, Worthington, Ohio 43085.

Section 4.4. The parties agree that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this article regarding the deduction of union dues, initiation fees, or assessments. The Union hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions, or proceedings by any employee arising from deductions made by the Employer pursuant to this article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

Section 4.5. The Employer shall be relieved from making such individual "check-off" deductions upon an employee's: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) an unpaid leave of absence; (5)

written revocation of the check-off authorization as provided herein; or (6) any other separation from the Employer's payroll.

Section 4.6. The Employer shall not be obligated to make dues deductions from any employee who, during any dues months involved, shall have failed to receive sufficient wages to make all legally required deductions in addition to the deduction of union dues.

Section 4.7. 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 30 days after the date such an error is claimed to have occurred or was known to have occurred. If it is found an error was made, it will be corrected at the next pay period that the union dues deductions would normally be made by deducting the proper amount.

Section 4.8. The Union and the Employer agree that employees shall have a choice as to whether the agreement shall contain fair share fees. Therefore, an election shall be conducted within thirty (30) days of the effective date of this Agreement. If the Union receives fifty percent (50%) plus one (1) votes for fair share of all eligible bargaining unit employees, the Agreement shall contain a fair share provision. If the Union does not receive fifty percent (50%) plus one (1) votes of all eligible votes for fair share of all bargaining unit employees, the Agreement shall not contain a fair share provision.

Section 4.9. If the Agreement contains a fair share provision, all employees in the bargaining unit who sixty (60) days from date of hire are not members in good standing of the Union, shall pay a fair share as a condition of employment. The fair share fee amount shall be certified to the Employer by the treasurer of the local Union. The deduction of the fair share fee from any earnings of the employee shall be subject to the terms of this article. Payment to the Union of fair share fees shall be made in accordance with regular dues deductions as provided herein.

Section 4.10. The parties shall develop a ballot for the fair share election that is agreeable to both parties. The parties shall develop a mutually agreeable informational poster that defines fair share fees.

ARTICLE 5 **UNION LEAVE**

Section 5.1. The Union shall be granted up to eight (8) unpaid work days per calendar year for the purpose of attending Union conventions, conferences, and training.

Section 5.2. The eight (8) unpaid Union leave days referenced above shall be the total number of Union leave days available for the bargaining unit.

Section 5.3. No more than one (1) bargaining unit member from any work unit shall be granted Union leave to attend a Union convention, conference, or training unless prior approval is granted by the Director.

ARTICLE 6
SUBCONTRACTING/REORGANIZING/COMBINING

Section 6.1. In the event the Employer decides to reorganize, discontinue the agency or its functions, combine with any public agency as a new Employer or contract out services that would result in the layoff of any employee in the bargaining unit, it agrees to meet with the Union upon demand to negotiate the effects of the decision upon affected employees' wages, or hours.

ARTICLE 7
BARGAINING UNIT WORK

Section 7.1. Supervisor(s) may perform bargaining unit work, so long as the performance of such work does not result in the direct layoff of any bargaining unit employee.

This provision will not be used in any way to inhibit bargaining unit growth.

ARTICLE 8
LABOR MANAGEMENT MEETINGS

Section 8.1. The Employer agrees to meet within ten (10) days after one party gives notice to have such a meeting with up to a total of five (5) representatives from the Union at a mutually agreeable time and place to discuss matters which may include the following:

- A. changes contemplated by the Employer that may affect bargaining unit employees;
- B. ways to increase productivity and improve effectiveness;
- C. issues of interest to bargaining unit employees;
- D. health and safety;
- E. matters of contract administration that are not subject to the grievance procedure.

The parties will submit an agenda at least five (5) days prior to the meeting specifying the topics they wish to discuss and the names of the Union representatives who will be attending.

ARTICLE 9
NONDISCRIMINATION

Section 9.1. The Employer agrees not to restrain or coerce any employee because of Union membership or because of any authorized employee activity in an official capacity on behalf of the Union.

Section 9.2. The Union agrees not to interfere with the rights of employees to not become members of the Union, and there shall be no unlawful disparate treatment, restraint, or coercion by the Union or its representatives against any employee exercising the right to abstain from membership in the Union or involvement in Union activities.

Section 9.3. The Employer and the Union agree not to unlawfully discriminate against any bargaining unit employee with respect to compensation, terms, or conditions of employment because of such individual's race, color, religion, sex, age, genetic history, national origin, disability/handicap, ancestry, or veteran's or military status of any person.

Section 9.4. All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 9.5. Discriminatory/sexual harassment is defined in the Williams County Policy Manual.

Section 9.6. The Employer and the Union agree that in the event an employee files a grievance alleging a violation of this article and also files an EEOC, OCRC, or any other form of civil rights complaint with an administrative agency or courts alleging discrimination by the Employer, that such grievance shall be held in abeyance until all appeals outside the scope of this agreement have been resolved.

ARTICLE 10 PERSONNEL FILES

Section 10.1. Each employee may inspect his personnel file which is maintained by the Employer at any reasonable time during business hours provided that the employee gives the Employer reasonable advance notice, and that the inspection will be conducted at a time designated by the Employer. Access to personnel files will be scheduled at a time that does not disrupt the work of the Employer. The Employer maintains the right to have a management representative present at all times during the inspection and to determine the site of the inspection. The employee shall have the right, upon written request, to receive one (1) copy of any materials placed in his personnel file that are not confidential by law.

ARTICLE 11 HOURS OF WORK/OVERTIME

Section 11.1. This article is intended to define the normal hours of work per day or per week in effect at the time of execution of this agreement. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workweek for the purpose of promoting efficiency or improving services, from establishing the work schedules of employees, or establishing part-time positions. This article is intended to be used as the basis for computing overtime and shall not be construed as a guarantee of work per day or per week.

Section 11.2. The work period shall begin at 12:01 a.m. on Sunday and continue for seven (7) consecutive calendar days (168 consecutive hours) ending at 12:00 midnight the following Saturday.

Section 11.3. Each employee's work schedule shall be determined by the Employer. The normal work schedule for full-time bargaining unit employees shall consist of 40 hours of work performed during the seven (7) day work period.

Section 11.4. Employees may arrive anytime between 7:00 a.m. and their scheduled “core” start time, and shall exit from work anytime up until 6:00 .pm. provided the employee has worked the established core time and has provided their immediate Supervisor with their schedule in advance.

Core times will be from 8:30 a.m. until 3:30 p.m.

All bargaining unit employees shall work these core hours each day unless a different schedule is approved in advance by the employee’s immediate Supervisor and/or the Director.

The Employer may schedule meetings and require employees to report to work at specified dates and times. Employees will be provided as much advance notice of such meetings as possible in advance and will be required to flex their work time accordingly. The Union recognizes that there may be certain situations where limited notice may be provided due to operation needs or limited notice being provided to the Employer.

Employees in each unit will be responsible for scheduling and assuring coverage of necessary unit duties as determined by the Supervisor and/or the Director. The Employer retains the right to determine how many staff members are required to assure appropriate coverage.

All units shall be required to have sufficient staffing to meet the operational needs of the agency and based upon the individual needs of each unit.

The scheduled Children’s Services on-call worker shall be required to work until 4:30 p.m. during each day they are scheduled to be on-call, unless previously approved by the employee’s immediate Supervisor.

Employees who are unable to report to work must report their absence to their immediate Supervisor, or in their Supervisor’s absence, another supervisory staff person, no later than 8:30 a.m. The tardiness policy will be in effect at scheduled core start times.

Employees shall record their time as determined by the Employer.

Overtime shall be submitted for prior approval in accordance with Section 11.10. Employees may work less than eight (8) hours per day, but shall not work more than forty (40) hours per week unless prior approval to work overtime has been obtained.

Section 11.5. When an employee is required to work in excess of 40 hours during the seven (7) day work period, he shall be paid overtime pay for such time over 40 hours at the rate of one and one-half times his regular hourly rate of pay. Compensation shall not be paid more than once for the same hours under any provision of this article or agreement.

Section 11.6. For purposes of determining an employee’s eligibility for overtime, all hours actually worked by the employee will be included. All other hours for which the employee is compensated but does not actually work shall not be included in determining eligibility for overtime.

Section 11.7. The Employer may adjust the employee's schedule during the work period in order that the total number of hours actually worked does not exceed the forty (40) hour maximum. However, such adjustment shall not cause any employee to be scheduled to work less than forty (40) hours per scheduled workweek during the seven (7) day work period, unless the employee agrees to such an adjustment. Employees must either work forty (40) hours per week or be in a prior approved leave status.

Section 11.8. All overtime shall be compensated at the rate of one and one-half times the employee's regular hourly rate or one and one-half (1½) hours of compensatory time for each overtime hour worked. The Employer will designate whether the compensation will be monetary or in the form of compensatory time. An employee may normally carry a balance of a maximum of eighty (80) hours of compensatory time. Any overtime worked which would cause the employee to exceed the eighty (80) hours maximum, shall be paid to the employee at the applicable overtime rate until such time as the employee has brought his or her compensatory time balance under eighty (80) hours, unless otherwise approved by the Employer. Upon the recommendation of the employee's immediate Supervisor and the approval of the Director, an employee may be permitted to accumulate up to an additional twenty (20) hours of compensatory time. Compensatory time is not available for use until it appears on the employee's earning statement.

Section 11.9. Whenever the Employer determines the overtime is necessary to meet the operational needs of the department, any or all employees may be required to work overtime.

Section 11.10. Employees shall not begin work prior to their normal scheduled starting time nor work beyond their normal scheduled quitting times unless overtime has been approved by the Employer. Employees shall obtain advance approval of the Employer before working any overtime.

Section 11.11. Employees shall take their lunch period in fifteen (15) minute increments with a minimum of thirty (30) minutes. Lunch periods shall occur between 11:00 a.m. and 2:00 p.m. Employees may flex their work time by taking a longer lunch period with the advance approval of their immediate Supervisor. Lunches taken outside this time frame shall be approved by the Supervisor.

Section 11.12. Employees normally are able to take a 15 minute break during mid-morning and another during mid-afternoon. Breaks usually occur between 9:30 a.m. and 11:00 a.m. and between 2:00 p.m. and 3:30 p.m. Breaks should not be taken before or after these periods of time unless authorized. Employees may leave the building during their break time if they notify the receptionist and have signed the appropriate waiver. Employees shall also notify the receptionist upon their return.

If an employee uses any amount of leave time, such as sick leave, vacation, leave without pay, or comp time, during a half-day, they are not entitled to the 15 minute break.

Work breaks may be taken as stated above provided that work activities are not disrupted.

Work breaks shall not be taken contiguous to the lunch period, within the first half hour or end of the last half hour of the assigned work shift, or half hour either side of the lunch period.

Work breaks shall not be accumulative and employees are not entitled to additional compensation if they are unable to take their work breaks due to work load requirements.

Section 11.13. Nothing in this article shall be construed as permitting or authorizing the compounding or pyramiding of overtime.

Section 11.14. Hours of work and overtime shall be governed by the applicable provisions in this Agreement and shall not be governed by O.R.C. Section 4111.03.

ARTICLE 12 **DISCIPLINE**

Section 12.1. The tenure of every employee shall be during good behavior and efficient service subject to the terms and conditions of this agreement. No non-probationary employee shall be reduced in pay and position, suspended, or removed or discharged except for just cause.

Incompetency, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, absence without leave, failure of good behavior or conduct unbecoming an employee, or any other acts of misfeasance, malfeasance, or nonfeasance shall be cause for disciplinary action.

Section 12.2. Discipline may include:

- A. verbal warning;
- B. written reprimand;
- C. suspension without pay or demotion;
- D. working suspension;
- E. termination.

Section 12.3. Verbal warnings and written reprimands and suspensions up to two (2) days shall be grievable to the Director's level. The response to the grievance at the Director's level shall be final and not subject to further appeal. The employee may submit a written rebuttal of the charges contained in the verbal warning or written reprimand which shall be attached to the record of such warning or reprimand. In the event a verbal warning or a written reprimand subsequently leads to a suspension or termination, the employee may introduce evidence in any hearing regarding such suspension or termination which reflects the validity of the previous disciplinary actions.

Section 12.4. In the case of the termination of an employee for insubordination by refusing a clear and concise work-related directive or abuse of a client, child, or another in the care and custody of the Employer, State Personnel Board of Review (SPBR) does not have the authority to modify the termination.

Section 12.5. An employee who is given a working suspension shall be required to report to work to serve the suspension and shall be compensated at the regular rate of pay for hours worked. The working suspension shall be recorded in the employee's personnel file in the same manner as other disciplinary actions having the same effect as a suspension without pay for the purpose of recording disciplinary action.

Section 12.6. Whenever the Employer determines that an employee may be suspended or terminated for disciplinary reasons, the Employer shall notify the employee and the Union in writing of the charges against the employee, the nature of the discipline being contemplated, and generally the explanation of the Employer's evidence supporting the allegations.

The employee shall have an opportunity to respond orally or in writing to the charges prior to discipline being imposed, and may be accompanied by a Union steward or officer during such response.

Notwithstanding the above, the Employer may temporarily suspend an employee pending the predisciplinary conference if his conduct or physical condition presents a threat to the safety, health, or welfare of the employee, other employees, the public, or the operations of the Employer. Such temporary suspension shall be without pay unless the employee is subsequently cleared of the charges; in which case, the employee shall be paid for all regular hours of compensation lost during the period of the temporary suspension.

Section 12.7. Records of disciplinary action shall cease to have force and effect 12 months for verbal and written reprimands and 24 months for suspensions after their effective date, providing that there has been no intervening disciplinary action during that time period. Any disciplinary actions involving actions involving client abuse will remain in full force and effect for the duration of the employee's employment.

Section 12.8. Disciplinary actions involving a termination or a suspension of more than two (2) days may be appealed through the grievance procedure.

Section 12.9. In cases where an employee is alleged to have engaged in severe misconduct and termination would be an appropriate penalty for the alleged misconduct, the Employer, the Union, and the employee may enter into a last chance agreement. A last chance agreement is a non-precedent setting agreement between the parties in which the employee retains his or her employment in exchange for the employee's agreement to engage in no further misconduct as specified in the last chance agreement.

The Employer acknowledges its obligation to negotiate with the Union over the terms of the last chance agreement. However, because a last chance agreement affects the terms and conditions of employment of only the individual employee named herein, the use of a last chance agreement shall not require a vote of the union membership or ratification by the legislative authority.

When the Employer determines that an employee's conduct may warrant discharge, the Employer may agree to use a Last Chance Agreement. An employee may be represented by an available Union steward/officer if requested. If the employee chooses not to be represented by the Union, the employee will sign an AFSCME Waiver of Representation. AFSCME shall be permitted to review Last Chance Agreements prior to agreement and/or signing.

ARTICLE 13
PROBATIONARY PERIOD

Section 13.1. Requirement. Every newly hired employee or employee appointed to a position in the bargaining unit covered by this agreement shall be required to successfully complete a probationary period.

Section 13.2. Initial Period. The first one hundred eighty (180) calendar days of an employee's employment are considered the probationary period. A new hire probationary employee may be removed from employment at any time during their probationary period and shall have no right to appeal such removal.

Section 13.3. Promotion Probation. Each employee that is promoted (as defined in Section 26.4 of this agreement) or transferred will serve a ninety (90) day probationary period. An employee serving a promotional probationary period may be returned to their former position and rate of pay if their work performance, behavior, and/or work attitude is not satisfactory to the Employer.

Prior to the end of a sixty (60) working day period an employee dissatisfied with his/her new position may request to return to the position in which he/she previously worked. The Employer reserves the right to return a newly promoted employee who evidences unsatisfactory work performance at any time during the probationary period.

Section 13.4. Length of Probationary Periods. The Employer reserves the right to extend the new hire probationary period up to an additional one hundred eighty (180) days.

Section 13.5. Probationary employees shall not be eligible for promotion to any other position until they have completed their probationary period.

ARTICLE 14
SENIORITY

Section 14.1. The purpose of this article is to define seniority. Except as otherwise specified herein, "seniority" shall be computed on the basis of uninterrupted length of continuous service with the Employer calculated from the employee's most recent date of hire. Once continuous service is broken, the employee loses all previously accumulated seniority.

The following situations shall not constitute a break in continuous service:

- A. absence while on approved leave of absence;
- B. absence while on approved sick leave;
- C. military leave;
- D. a layoff of less than the recall period specified in Article 15, Layoff and Recall.

The following situations constitute breaks in service for which seniority is lost:

- A. discharge for just cause;
- B. retirement or resignation.
- C. layoff of more than the recall period specified in Article 15, Layoff and Recall;
- D. failure to notify the Employer of his/her intention to return to work within three (3) days after receiving a notice of recall and/or;
- E. failure to return to work within 14 calendar days of a recall from layoff absent extenuating circumstances such as illness, injury, or disability;
- F. failure to return to work at the expiration of leave of absence; and
- G. failure to report to work for three (3) workdays without notification to the Employer.

Section 14.2. Ties in seniority shall be broken by date of hire, then date of application, then alphabetically by surname, in that order.

Section 14.3. “Seniority” applies only where that specific term is used and shall not be confused with “years of service” used to calculate vacation entitlement, sick leave conversion entitlement, etc.

Section 14.4. The Employer shall post a seniority list annually, and provide a copy to the Union.

ARTICLE 15 **LAYOFF AND RECALL**

Section 15.1. When the Employer determines any layoff of bargaining unit employees is necessary, the Employer shall notify the Union at least thirty (30) calendar days in advance of impending layoff. The Employer and the Union may meet upon the request of the Union to discuss possible alternatives and the impact of the layoff on bargaining unit employees.

Section 15.2. The Employer shall determine in which classification(s) layoffs will occur. Within each classification affected, employees will be laid off in accordance with their seniority and their ability to perform the remaining work available without further training. When two (2) or more employees have relatively equal experience, skill, ability, and qualifications to do the work without further training, the employee(s) with the least classification seniority will be laid off first.

Section 15.3. When employees are laid off, the Employer shall create a recall list for each classification. The Employer shall recall employees from layoff within each classification as needed. The Employer shall recall such employees according to seniority, beginning with the most senior employee in the classification and progressing to the least senior employee up to the number of employees to be recalled. An employee shall be eligible for recall for a period of eighteen (18) months after the effective date of the layoff.

Section 15.4. Notice of recall from a layoff shall be sent to the employee by certified or registered mail with a copy to the Union. The Employer may comply by mailing the recall notice by certified or registered mail, return receipt requested, to the last mailing address provided by the employee.

Section 15.5. In the case of a layoff, the recalled employee shall have five (5) calendar days following the date of the mailing of the recall notice to notify the Employer of his intention to return to work and shall have fourteen (14) calendar days following the mailing date of the recall notice in which to report for duty, unless a different date for returning to work is otherwise specified in the notice. If the employee fails to respond within the required timeframes, the employee will be removed from the recall list.

Section 15.6. Any employee receiving a layoff shall have five (5) days following receipt in which to exercise his right to bump any less senior employee within the same classification series, provided the more senior employee does possess the skill, ability, and qualifications to perform the work. Any employee who is bumped from his position shall have five (5) days in which to exercise his bumping rights in a similar manner. Any employee who does not have sufficient seniority and/or the skill, ability, and qualifications to bump another employee within the same classification series shall be laid off and placed on the appropriate recall list. An employee may only exercise his bumping rights once during any layoff affecting his position.

ARTICLE 16 **WORK RULES**

Section 16.1. The Union recognizes that the Employer, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, policies, and regulations consistent with the Employer's authority to regulate the personal conduct of employees and the conduct of the Employer's services and programs.

Section 16.2. The Employer agrees that all work rules shall be applied uniformly under similar circumstances within the group or groups of employees to whom such rules are directed. The Employer further agrees that work rules shall not be applied in violation of the express terms of this agreement, in violation of Ohio Revised Code Section 4117, or that materially affect the wages or hours of bargaining unit employees, subject to Article 17, Severance of Prior Agreements/Mid-Term Bargaining.

ARTICLE 17 **SEVERANCE OF PRIOR AGREEMENTS/MID-TERM BARGAINING**

Section 17.1. This agreement, supersedes and cancels all prior agreements, whether oral or written, unless expressly stated to the contrary herein, and together with any addendums (e.g., letters of understanding, appendices, side letters, etc.) constitutes the complete and entire understanding and agreement between the parties and concludes collective bargaining, except as specifically provided for in Section 2, for the term of this contract. Unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued by the Employer upon notification to the Union.

Section 17.2. Mid-Term Bargaining. Prior to implementing new or changed work rules, policies, procedures, position descriptions, standard operating procedures, or other changes that materially affect the terms or conditions of employment of bargaining unit employees, the Employer will notify the Union within five (5) workdays in advance of the effective date. If the Union requests to bargain over such a change within that notice period, the Employer and the Union will negotiate in good faith. If the Union does not request to bargain, or if the Employer and the Union bargain to impasse, the Employer may implement any proposed change that materially affects the terms or conditions of employment of bargaining unit employees, but the Union may exercise its negotiating rights regarding such matter in the normal course of bargaining as provided in Article 46, Duration, for any applicable succeeding agreement. Notwithstanding the preceding paragraph, if the change is not a mandatory topic of bargaining under O.R.C. 4117, or a state or federal directive or regulation, the Employer is not required to give the five (5) day notice or to bargain over the implementation of the change; however, the Employer may elect to do so, if time permits, without waiving the Employer's rights. The Union reserves the right to file a ULP or grieve the effects/affects of said change.

ARTICLE 18 **JOB DESCRIPTIONS**

The Employer has the right to issue job descriptions and to determine the appropriate qualifications and job functions.

The Employer shall furnish a written copy to the Union of any changed or eliminated job description five (5) days in advance of the effective date of such change.

If the Union requests to meet, the Employer shall meet with the Union to discuss such job changes prior to effective date of such change.

The Union shall have the right to grieve changes to said job description(s), in accordance with Article 25, Grievance Procedure.

ARTICLE 19 **NO STRIKE/NO LOCKOUT**

Section 19.1. Inasmuch as this agreement provides machinery for the orderly resolution of grievances, the Employer and the Union recognize their mutual responsibility to provide for uninterrupted services to the citizens of Williams County.

The Union agrees that the local Union will, within two (2) weeks after the date of the signing of the agreement, serve upon the Employer a written notice, which will list the Union's authorized representative who will deal with the Employer and make commitments for the Union.

The Union agrees that neither it, its officers, agents, representatives, or members will authorize, instigate, cause, aid, condone, or participate in any strike, work stoppage, or any other interruption of operations or services of the Employer by bargaining unit employees during the term of this Agreement.

Section 19.2. Any officer or trustee of the Union, upon notice from the Employer of such job action, all take whatever affirmative steps reasonably within their ability that are necessary to end such job action, and will not, in any fashion or manner, encourage, ratify, condone, suggest, or participate in any such job action.

Section 19.3. In all cases of strike, sympathy strike, slowdown, walkout, or any authorized cessation of work in violation of this agreement, the Union shall be liable for damages resulting from such unauthorized acts of its members. The Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above.

Section 19.4. Nothing in this article shall be construed to limit or abridge the Employer's right to seek other available remedies provided by law to deal with any unauthorized or unlawful strike.

Section 19.5. The Employer agrees that neither it, its officers, agents, or representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of bargaining unit members during the term of this agreement, unless those members have violated Section 1 of this article.

ARTICLE 20 **BULLETIN BOARD**

Section 20.1. The Employer agrees to provide two (2) bulletin boards for the exclusive use of the Union, to be located in an agreed upon area.

Section 20.2. The Union may post the following items without prior permission of the Employer:

- A. Notices of Union meetings;
- B. Notices of elections;
- C. Notices of social or recreational events;
- D. Notices of conferences or conventions;
- E. Notices of appointment of Union representatives.

All other notices must be reviewed by the person designated by the Employer before posting to ensure that the notices are not defamatory, obscene, or politically partisan.

Section 20.3. All postings must bear the date of posting and a signature of the local Union official or steward who is responsible for the posting. Material posted in violation of this article may be removed by the Employer and the responsible party disciplined if appropriate.

Section 20.4. All other notices of any kind not covered by (A) through (E) above must receive prior approval of the Employer or a designated representative. It is also understood that no materials may be posted on the Union bulletin board at any time which contain the following:

- A. Personal attacks upon any other member or any other employee;
- B. Scandalous, scurrilous, or derogatory attacks upon the Employer, or any other governmental units or officials;
- C. Attacks on any employee organization regardless of whether the organization has local membership; or
- D. Attacks on and/or favorable comments regarding a candidate for public office, or for office in any employee organization.

Section 20.5. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin board designated for use by the Union.

Section 20.6. Upon the request of the Employer or his designee, the Union shall cause the immediate removal of any material posted in violation of this article.

ARTICLE 21 **WAIVER IN EMERGENCY**

Section 21.1. In cases of emergency declared by the President of the United States, the Governor of the State of Ohio, the Williams County Board of Commissioners, or the federal or state legislature, such as acts of God or civil disorder, the following conditions of this agreement may be temporarily suspended by the Employer:

- A. Time limits for the processing of grievances; and
- B. All work rules and/or agreements and practices relating to the assignment of employees.

Section 21.2. Upon the termination of the emergency, grievances filed prior to the emergency 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(s) had properly progressed, prior to the emergency.

ARTICLE 22 **SEVERABILITY/SAVINGS CLAUSE**

Section 22.1. This agreement supersedes and replaces all pertinent statutes, rules, and regulations over which it has authority to supersede and replace.

Section 22.2. In the event that any provision of this agreement is found to be 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 negotiate a lawful provision on the same subject matter, if practicable.

ARTICLE 23
HEALTH AND SAFETY

Section 23.1. It is agreed that safety is a prime concern and responsibility of the Employer and the employees. The Union agrees to work cooperatively in maintaining safety in the Department of Job and Family Services.

Section 23.2. The Employer agrees to provide safe working conditions, equipment, and working methods for his employees. The Employer will correct unsafe working conditions and see that safety rules and safe working methods are followed by the employees.

Section 23.3. The employees and the Union accept the responsibility to maintain their equipment and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods of the Employer. All unsafe working conditions shall be reported by the employee to the next higher authority in charge as soon as any unsafe working conditions are known, and the Employer shall take the necessary action to correct the unsafe working conditions, if any exists.

Section 23.4. The Employer and the Union shall consider and discuss safety and health related matters and explore ideas for improving safety.

Section 23.5. No smoking or use of tobacco products will be permitted inside the Department of Job and Family Services Building or on property owned or leased by Williams County or in any vehicle owned by Williams County.

Section 23.6. Employees will not be left in the building after 6:00 p.m. without the prior approval of their immediate Supervisor and/or the Director. It is the employees' responsibility to notify their immediate supervisor or if the supervisor is not available, a member of management prior to the end of the workday. On-call workers will be provided supervisory contact numbers in order to make arrangements to be in the building during non-work hours.

ARTICLE 24
WAIVER OF STATE CIVIL SERVICE AND RELATED LAWS

Section 24.1. In accordance with the provisions of the Ohio Revised Code (O.R.C.) Section 4117.10(A), all provisions listed in the index of this agreement are intended to supersede and/or prevail over conflicting and/or additional subjects found in O.R.C. Section 124.01 through 124.56, O.R.C. Sections 325.19, 9.44, and 4111.03. It is expressly understood that the Ohio Department of Administrative Services (DAS) and the State Personnel Board of Review (SPBR) shall have no authority or jurisdiction as it relates to employees in the bargaining unit, except specifically authorized by this agreement or as prohibited by Ohio Revised Code 4117.08(B).

Section 24.2. For purposes of example, and in no way to be construed as all inclusive or a limitation of Section 1 above, in accordance with the provisions of 4117.10(A) O.R.C., the following contract articles and/or sections thereof specifically supersede and/or prevail over those subjects described in the Ohio Revised Code and the Ohio Administrative Code as follows:

<u>Contract Article</u>	<u>Supersedes/Prevails Over</u>
Article 13, Probationary Periods	O.R.C. 124.27 O.A.C. 123:1-19-01 through 123:1-19-05
Article 15, Layoff and Recall	O.R.C. 124.321 through 124.328 O.A.C. 123:1-41-01 through 123:1-41-22
Article 12, Discipline	O.R.C. 124.03, 124.34 O.A.C. 123:1-31-01 through 123:1-31-04
Article 11, Hours of Work and Overtime	O.R.C. 4111.03
Article 39, Holidays	O.R.C. 325.19
Article 32, Vacation	O.R.C. 9.44, 325.19
Article 27, Sick Leave	O.R.C. 124.38 through 124.387, 124.39, 124.391, O.A.C. 123:1-32, 123:1-33
Article 30, Court Leave/Jury Duty	O.R.C. 124.135 O.A.C. 123:1-34-03
Article 36, Military Leave	O.R.C. 5923.05 O.A.C. 123:1-34-04, 123:1-34-05

ARTICLE 25
GRIEVANCE PROCEDURE

Section 25.1. The term grievance shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of this agreement. The grievance procedure may not be used to effect changes in the terms of this agreement or to remedy any alleged violation of state or federal law or the constitutions of the United States or the State of Ohio.

Section 25.2. A grievance may be filed by any member of the bargaining unit. Where a group of bargaining unit members desires to file a grievance involving a situation affecting more than one (1) member of the bargaining unit in a similar manner, one (1) member selected by such a group shall process the grievance. Such grievance shall be defined as a group grievance. The signatures of each member, on behalf of which the grievance is filed, shall be presented at the first hearing. Persons not signing the grievance who wish to be covered by the grievance, however, must provide a written notice of their desire to be covered by said grievance prior to the case proceeding to arbitration. The grievance procedure outlined in this article shall be used throughout.

Section 25.3. All grievances must be processed at the proper step in the progression in order to be considered at the next step.

Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of the Employer's answer at the last completed step.

Section 25.4. Time limits set forth herein may be extended or steps waived only by written, mutual agreement of the parties. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal. If a grievance is not presented within the time limits set forth below, it shall be considered withdrawn.

The withdrawal of a grievance at any step, either by written statement or lapsing of time limits, or the settlement of a grievance prior to arbitration, does not establish a precedent or prejudice any party.

Section 25.5. A grievance must be submitted within five (5) working days after an employee knows or should have known the facts giving rise to the grievance, otherwise it will be considered not to have existed.

The time limit for initiating a grievance involving an allegation of an error or omission in pay begins on the date the paycheck is received by the employee which contains the alleged error or omission.

Section 25.6. All written grievances must contain the following information to be considered:

- A. Aggrieved employee's name unless the aggrieved employee is on a previously approved leave at the time of the alleged grievance and the employee could not sign the grievance with the required timelines;
- B. Aggrieved employee's classification;
- C. Date grievance was first discussed;
- D. Date grievance is being filed in writing;
- E. Name of supervisor with whom grievance was first discussed;
- F. Date and time grievance occurred;
- G. Where grievance occurred;
- H. Description of incident giving rise to the grievance;
- I. Articles and sections of agreement violated;
- J. Relief requested.

Section 25.7. The Union and the Employer shall establish a mutually agreed upon standard form for the submission of grievances. Thereafter, the Union shall be responsible for the duplication and distribution of the forms.

Section 25.8. Each grievance shall be processed in the following manner:

Step 1: Within the time limits stated above, the employee shall submit his written grievance to the immediate supervisor of the work section to which he is assigned. It shall be the responsibility of the supervisor to investigate the matter and to provide a written response to the employee within five (5) working days following the day on which the matter was submitted to him. Any suspension, reduction, or termination may be appealed directly to Step 2.

Step 2: If the grievance is not settled at Step 1, or is initially submitted at Step 2, the employee shall submit the grievance to the Director, or his designee, within five work days of the receipt of the Step 1 response. The Director or his designee shall provide a written response to the employee within five (5) working days following the day on which the matter was submitted to him.

Nothing contained in this agreement shall be construed to interfere with the right of any individual employee or group of employees to present grievances directly to the Employer, provided that a representative of the Union is given an opportunity to be present as provided for in the collective bargaining law.

Step 3: **Arbitration.** If the grievance is not satisfactorily resolved at Step 2, the Union may make a written request that the grievance be submitted to arbitration except as otherwise provided in this article. Effective upon the execution of this agreement, if the grievance involves discipline and is not satisfactorily settled at Step 2, the Union may request that the grievance be submitted to the State Personnel Board of Review and that the employee shall utilize the appeal procedures in accordance with the rules of that body. As to all other grievances, including those over which the State Personnel Board of Review does not have jurisdiction, the grievance shall be submitted to arbitration.

A request for arbitration must be submitted within 14 calendar days following the date the grievance was answered in Step 2 above. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon management's Step 2 reply.

A representative of each of the parties shall attempt to agree on an arbitrator for grievances subject to arbitration. Should the representatives fail to agree on an arbitrator, the arbitrator shall be selected in the following manner: the Federal Mediation and Conciliation Service (FMCS) shall be jointly requested to submit a panel list of nine (9) arbitrators who are domiciled in Ohio and are members of the National Academy of Arbitrators. The representatives shall select an arbitrator by first striking the names of any arbitrators on the list that they wish to eliminate from consideration and notifying the other party of the names they have eliminated. The representative shall then select an arbitrator by alternatively striking the names of arbitrators until only one (1) name remains. Either party may once reject the list and request from the FMCS another list of nine (9) names from the FMCS until a mutually agreeable arbitrator is selected.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of specific articles or sections in this agreement. He may not modify or amend the agreement. The arbitrator shall be without power or authority to make any decision:

1. Contrary to, inconsistent with, or modifying or varying in any way the terms of this Agreement or applicable law;

2. Concerning the establishment of wage rates not negotiated as part of this Agreement;
3. Granting any right or relief on any alleged grievance occurring at any time other than the contract period in which such right originated, or make any award based on rights arising under any previous agreement, grievances or practices; or
4. Contrary to, inconsistent with, changing, altering, limiting or modifying any practice, policy, rules or regulations presently or in the future established by the Employer so long as such a practice, policy, rule or regulation does not conflict with the Agreement.

In the event of a monetary award, not including suspension or discharge, the arbitrator shall limit any retroactive settlement to the date the employee knew or should have known of the occurrence of the event or other matters subject to SPBR processes.

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 nonarbitrable or beyond the arbitrator's jurisdiction. Unless either party elects to bifurcate the question of arbitrability and the merits of the grievance, the first question to be placed before the arbitrator will be whether or not the grievance is arbitrable. If the arbitrator determines that the grievance is within the purview of arbitrability, the grievance will be heard on its merits before the same arbitrator.

The decision of the arbitrator shall be final and binding on the grievant, the Union, and the Employer. The arbitrator shall be requested to issue his decision within 30 calendar days after the conclusion of testimony and argument or submission of final briefs.

The cost of the services of the arbitrator, the cost of any proofs produced at the direction of the arbitrator, the fee of the arbitrator, if any, or hearing room, shall be borne equally by the Employer and the Union. The expenses of any non-employee witnesses shall be borne, if any, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees split equally if both parties desire a reporter, or request a copy of any transcripts. 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 normally scheduled working hours on the day of the hearing.

Section 25.9. When employees covered by this agreement choose to represent themselves in the presentation of grievances, no adjustment of such grievances will be inconsistent with the terms of this agreement. Prior to the adjustment of any such grievance, the appropriate Union grievance representative will be notified of the representative's right to be present at the adjustment.

Section 25.10. If a grievant's or the Union's arguments in support of a grievance depend on interpretation of laws external to the agreement (e.g. ADA, FLSA, Worker's Compensation, FMLA, etc.), the grievance shall not be arbitrable and may only be appealed in accordance with said laws.

Section 25.11. Any grievance which the employee or the union fails to process to the next step of the grievance procedure with the time limits expressed herein, or which is withdrawn by the employee or the Union, shall be considered invalid and not subject to arbitration, unless expressly agreed in writing by the Employer and the Union. In the event that the Employer has not answered a Step within the timelines prescribed, the union shall be responsible for advancing the grievance to the next step in the grievance procedure.

Section 25.12. In any grievance not having an immediate, actual, net value of less than \$2,000.00, exclusive of arbitration costs; the full cost of the arbitrator shall be borne by the losing party. In any decision where there is a split decision, the full cost of the arbitrator shall be borne by equally by the Employer and the Union.

ARTICLE 26

VACANCIES, PROMOTIONS, AND TRANSFERS

Section 26.1. The Employer shall determine when a vacancy exists within the bargaining unit. The Employer shall post internally on a bulletin board where employee notices are usually posted for five (5) workdays, including the date it was first posted, prior to filling the vacancy. All such notices shall contain the title and nature of the job, the required qualifications, rates of pay, and the deadline and place of application. Any employee who wishes to be considered for a vacancy shall submit a letter of interest detailing why they are the most qualified applicant based upon the qualifications contained in Section 26.2 and the position description with the Director or designee no later than the end of the posting period. Letters of interest not timely submitted shall not be required to be considered.

Section 26.2. The Employer will consider the following criteria in selecting the successful applicant: seniority; experience; ability to perform the essential functions of the position; records of attendance and discipline; education; and other qualifications. The Employer will select the most qualified applicant based on these criteria. In the event there are two (2) or more candidates determined to be "most qualified," the position will be awarded giving preference in seniority order. In any case where the Union appeals the Employer's decision regarding the filling of a position, the Union must show that the selected employee was not the most qualified.

Section 26.3. Prior to considering applicants for promotion, the Employer shall first consider those applicants for a vacancy who are applying for a lateral transfer (same classification and pay range). Any vacancy which occurs as a result of a lateral transfer shall be posted and filled in accordance with this Article.

Section 26.4. For the purposes of this Article, a promotion shall be defined as the movement of a bargaining unit employee from one position to a vacant position which is assigned to a different classification and a higher pay rate.

Section 26.5. Nothing in this Article shall prevent the Employer from temporarily transferring employees to another bargaining unit position. For the purpose of this Article, a transfer shall be defined as placing an employee in a position which carries the same, or a lower, salary range than that previously held. In no case shall the temporary transfer last more than sixty (60) days, or in cases involving an employee on FMLA leave, the length of the FMLA leave.

Section 26.6. Nothing in this article shall prevent the Employer from temporarily transferring an employee, within a classification, to a vacant position during the posting and consideration period outlined in this article.

ARTICLE 27 **SICK LEAVE**

Section 27.1. Accrual. All employees, regardless of employment status, accrue .0575 hours of sick leave for each hour in active pay status. Employees working 80 hours per pay period accrue 4.6 hours each biweekly pay period, up to a maximum accumulation of 120 hours per year. Sick leave is not earned while on an unpaid leave of absence, or if absent without approved leave. Employees may accumulate and carry over all sick leave accrued with no limits. Employees will receive quarterly reports indicating sick leave balances. Any discrepancies should be reported immediately.

Section 27.2. Usage. Upon approval of the Director, sick leave may be used for the following reasons:

- A. Personal illness, injury, pregnancy-related condition, or exposure to contagious disease which could be communicated to other employees/clients;
- B. Illness, injury, or pregnancy-related condition of employee's immediate family where the employee's attendance is reasonably necessary for the health and welfare of the affected family member;
- C. Death of a member of the employee's immediate family (see Article 29, Funeral Leave);
or
- D. Medical, dental, psychological, or optical examinations or treatment of employee, or of a member of the employee's immediate family when the employee's attendance is reasonably necessary and when such examination or treatment cannot be scheduled during non-work hours.

Section 27.3. Immediate Family. For purposes of this policy, "immediate family" is defined as the employee's: mother, father, stepparent, brother, sister, child, stepchild, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in the place of a parent.

Section 27.4. Charging Sick Leave. Employees absent on approved sick leave shall be paid at their applicable hourly or salaried rate. Sick leave payment shall not exceed the employee's normal straight time hourly, daily, or weekly earnings. If an employee is paid for sick leave which is subsequently denied, the amount overpaid shall be deducted from the employee's next

paycheck. Sick leave shall be charged in minimum increments of one-quarter (1/4) hour. Employees shall be charged for sick leave only for those days the employee would have otherwise been scheduled to work.

Section 27.5. Written Statement for Approval. Employees are required to report any sick time used regardless of the length of time they are absent. The employee is required to provide the Director a written statement justifying the use of sick leave. If medical attention is required by the employee or a member of the employee's immediate family, a physician's certificate is required. The Employer maintains the right to investigate the circumstances surrounding an employee's request for sick leave. A request for sick leave may be denied if:

- A. The employee fails to comply with the procedure for proper sick leave usage;
- B. The employee fails to present a required physician's certificate or a properly completed Request for Leave form by 8:30 a.m. on the Monday following the end of the two (2) week pay period in which the sick leave was used;
- C. An investigation of a sick leave request discloses facts inconsistent with the proper use of sick leave, such as a pattern of using sick leave before or after regular days off, falsification of sick leave records including a physician's statement/certificate, acting inconsistent with the request for sick leave, or other evidence of intent to defraud; or
- D. The employee requesting sick leave is working another job or participating in any recreational or social activity which is inconsistent with the reason the employee requested sick leave.

These circumstances shall also be grounds for disciplinary action which may include dismissal.

Section 27.6. Sick Leave Abuse. Application by an employee for sick leave through fraud or dishonesty will result in denial of such leave together with disciplinary action up to and including dismissal. Employees are expected to be home or hospitalized while on sick leave unless on a medical-related errand or appointment.

The Employer can require a medical verification and/or take disciplinary action if excessive use or any abuse of sick time is suspected and proven. Examples would include, but are not limited to:

- Patterned use of sick leave (i.e., every Monday or Friday);
- Consistent use of sick leave (i.e. every Tuesday);
- Consistent use of hours as they are accrued;
- Limited or no sick leave on the books consistent with seniority or without a verifiable illness of the employee or family member (FMLA time would not apply);
- Calling off on days when vacation or comp time was previously denied.

To avoid unnecessary discipline and provide the appropriate number of employees to complete the work, employees shall receive counseling if sick leave abuse is suspected but unproven. All employees may also receive such counseling after using forty (40) undocumented hours of sick

leave in the contract year. FMLA and funeral leave will not be considered when calculating the forty (40) hours of sick leave for coaching purposes of sick leave.

Section 27.7. An employee requesting sick leave for a scheduled medical appointment shall notify the employee's immediate supervisor as soon as possible and complete a Request for Leave form prior to the appointment. An employee requesting sick leave for other than a scheduled appointment must notify the supervisor of the employee's absence and reason therefore as soon as possible and no later than the scheduled start of the employee's shift. Employees must follow this notification requirement each and every day the employee will be absent, unless otherwise instructed by the supervisor or Director. In the case of a condition exceeding three (3) consecutive workdays, a medical practitioner's statement specifying the employee's inability to report to work and the probable date of recovery shall be required.

Section 27.8. An employee must complete a Request for Leave Form and submit to the supervisor within eight (8) hours after returning to work. Sick leave cannot be paid if a Request for Leave Form is not received by 8:30 a.m. on the Monday following the end of the two (2) week pay period in which the sick leave was used. If the employee is sick the last day of the pay period the employee must make arrangements to complete and submit a Request for Leave Form within above described time frames.

Section 27.9. Any employee leaving the agency for sick leave purposes during scheduled work hours must obtain approval from the supervisor prior to departure. Employees must clock-out when leaving and clock-in upon return.

Section 27.10. If the employee's absence due to illness or injury exceeds accrued sick leave, the employee must seek and obtain approval for other leave (i.e., FML, vacation) prior to exhausting all sick leave or will be considered absent without approved leave.

Section 27.11. When an employee is unable to report to work, she will notify the supervisor or other designated person, no later than 8:30 a.m. on each day of absence and, whenever possible, shall leave a telephone number where the employee may be reached by the Supervisor.

Section 27.12. If an employee sought medical treatment for an illness or injury or in cases of a pattern of sick leave usage, the Employer may require a Medical Practitioner's Statement stating the date and nature of the illness or injury and when the employee is able to return to work and perform the duties of the position.

Section 27.13. If the employee is unable to return to work and perform the duties of the position on the original date the physician expected in the Medical Practitioner's Statement, the Employer shall require another Medical Practitioner's Statement to be provided which indicates the new date when the employee will be able to return to work.

Section 27.14. Sick Leave Incentive. Any full-time employee using eight (8) hours or less of sick leave during any quarter of the calendar year as specified herein, shall receive one (1) personal leave day during the following quarter to be used or cashed in as follows:

- Option 1: eight (8) hours of paid personal leave time off

- Option 2: eight (8) hours added to the employee's accumulated sick leave

Quarters begin for purposes of this policy on January 1, April 1, July 1, and October 1.

New employees must work a full quarter before being eligible to earn a personal leave day.

Any employee who must use leave without pay during any quarter shall be ineligible to earn a personal day during that same quarter.

At the end of each quarter, employees who have used eight (8) hours or less of sick leave will be provided a form to complete to designate how the employee desires to be granted or compensated for the personal leave day.

If the employee chooses Option 1, the time off must be approved at least 24 hours in advance by the supervisor and must be used by the end of the quarter subsequent to the quarter in which the personal day was earned. Personal leave cannot be taken in less than four (4) hour increments.

If the personal day is taken as time off, the employee's sick leave balance will be reduced by eight (8) hours.

Section 27.15. The use of sick leave shall be governed by the applicable provisions in this Agreement, and shall not be governed by O.R.C., Sections 124.38 and 124.387.

ARTICLE 28 **SEVERANCE PAY**

Section 28.1. Severance pay shall be provided to employees upon retirement from active service with Williams County. "Retirement" means eligibility to receive disability or service retirement benefits under the Ohio Public Employees Retirement System at the time the employee leaves employment with Williams County. The maximum accumulated sick leave days that shall be paid as severance pay which may be made under this section shall be for one-fourth ($\frac{1}{4}$) of 120 days, or 30 days.

Section 28.2. Payment of accrued sick leave upon retirement or resignation shall be governed by the applicable provisions in this Agreement, and shall not be governed by O.R.C. Section 124.39.

Section 28.3. When an employee separates from employment with the Employer, the employee shall be paid for all accrued but unused vacation time provided they have completed at least one year of service with the Employer. Employees shall also be paid for all authorized compensatory time they have accumulated but not used as of the date of their separation. Such compensatory time shall be paid at the employee's regular hourly rate of pay at the time of separation.

ARTICLE 29 **FUNERAL LEAVE**

Section 29.1. Funeral Leave. Three (3) days for death of the employee's mother, father, step parent, brother, sister, child, step child, step sibling, spouse, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, legal guardian, or other person who stands in the place of a parent, to be deducted from accumulated sick leave.

Additional days may be approved at the discretion of the Employer. Additional days, as needed, shall be allowed for the death of a spouse, parent, or child.

Section 29.2. Usage. Funeral leave may be used to attend the funeral, make funeral arrangements, or attend to other matters directly related to the funeral. Funeral leave shall not be granted for any days following the date of the funeral unless approved by the Director.

Section 29.3. The Employer may require the employee to furnish a copy of the obituary or other documentation to verify the employee's relationship to the deceased immediate family member.

ARTICLE 30 **COURT LEAVE / JURY DUTY**

Section 30.1. Bargaining unit employees shall be granted leave with pay from previously scheduled work when subpoenaed to appear before the court or summoned for jury duty by the United States, the State of Ohio, or any political subdivision, unless such court appearance is in connection with the employee's personal business (e.g., criminal or civil cases, traffic court, secondary employment, divorce proceedings, etc.). If the employee is a party to the action, the employee may request vacation time for a court appearance. This subsection shall not apply to employees who appear in court on behalf of Williams County as part of their employment; such appearances are compensated as hours worked.

Section 30.2. Any employee appearing in court on behalf of Williams County shall receive pay for such time at the employee's applicable hourly rate. If any employee is called to appear in court or is called for jury duty, outside of the employee's regularly scheduled working hours or while on authorized paid leave, all monies received as compensation for such court service shall be retained by the employee.

Section 30.3. Employees on court leave shall report for work before or following such leave if two (2) or more hours remain in the employee's scheduled workday, unless the employee has chosen to take a pre-approved leave of absence.

Section 30.4. An employee who is on vacation and who is required to serve on jury duty during their scheduled vacation may at the discretion of the Employer have their vacation extended or withdrawn (to be used at a later date) by the number of days the employee is required to serve jury duty.

Section 30.5. Employees shall submit a Request for Leave Form with a copy of the subpoena or summons to the supervisor as soon as possible after receipt. Proper documentation will be forwarded to the Director for final approval.

ARTICLE 31 **INCLEMENT WEATHER**

Section 31.1. On certain days it may be difficult for a scheduled employee to come into work, due to excessive snow, ice, or other inclement weather. In such case, all employees are encouraged to make every reasonable effort to report to work even if they may arrive later than

usual. If the Employer determines that inclement weather conditions exist, the following will be applied.

- A. Scheduled employees able to come to work shall be paid their regular wage for actual time worked. If such employees are unable to come to work they may either receive a leave of absence without pay or use accrued vacation or compensatory time. Inclement weather is not a valid reason for the use of sick leave. Employees unable to report to work due to inclement weather shall contact their supervisor by no later than 8:30 a.m.
- B. If the Employer is declared closed due to an emergency, employees will be paid their regular wages for the day. The Employer will only close due to weather conditions if a driving ban is issued for Williams County.

ARTICLE 32 **VACATION LEAVE**

Section 32.1. Accrual. Bargaining unit employees accrue paid vacation leave according to the following schedule:

1. **After Service of One (1) Year:** The employee accrues 3.1 hours of paid vacation leave for each pay period in active pay status provided the employee is normally scheduled to work 40 hours per week. Maximum accumulation per year = 80 hours. The accrued vacation is not credited to the employee's account and cannot be used until the employee has completed one (1) year of service with the Employer.
2. **Eight (8) or More Years of Service Completed:** 40 hours of vacation is added to the employee's balance upon completion of eight (8) years of service. Thereafter, 4.6 hours of paid vacation leave is earned for each pay period in active pay status for employees normally scheduled to work 40 hours per week. Maximum accumulation per year = 120 hours.
3. **15 or More Years of Service Completed:** 40 hours of vacation is added to the employee's balance upon completion of 15 years of service. Thereafter, 6.2 hours of paid vacation leave is earned for each pay period in active pay status for employees normally scheduled to work 40 hours per week. Maximum accumulation per year = 160 hours.
4. **25 or More Years of Service Completed:** 40 hours of vacation is added to the employee's balance upon completion of 25 years of service. Thereafter, 7.7 hours of paid vacation leave is earned for each pay period in active pay status for employees normally scheduled to work 40 hours per week. Maximum accumulation per year = 200 hours.

Vacation leave is earned while on other paid leave provided by the Employer but additional vacation is not accrued when working overtime hours or when in non-paid status (e.g., absence without leave, disciplinary suspension, etc.).

Section 32.2. Employees shall not be entitled to vacation leave under any circumstance until after they have completed one (1) year of service with the state, county, or another political subdivision of the state. Newly hired employees who have completed one (1) year of service with the state, county, or another political subdivision may use vacation as it accrues and is shown on the employee's most recent pay stub.

Employees are entitled to credit for prior service with the state or any political subdivision of the state for purposes of determining the rate at which the employee will accrue vacation.

However, an employee who has retired in accordance with the provisions of any retirement plan offered by the state and who is employed by the County on or after June 24, 1987, shall not have the employee's prior service counted for purposes of computing vacation leave. Notwithstanding any of the above, any person removed for conviction of a felony "within the meaning of R.C. 124.34" who is subsequently reemployed by the County is only qualified to accrue vacation as if the individual was a new employee receiving no prior service credit.

Section 32.3. Scheduling and Approval:

1. A Request for Leave form shall be submitted by the employee to the immediate supervisor to schedule vacation. Vacation scheduling is subject to the approval of the Director based on the recommendation of the immediate supervisor and the operational needs of the Employer. The Director shall either approve or deny the request for vacation and return the Request for Leave form to the supervisor to review with the employee. Once approved or denied, employees may not make changes to the Request for Leave Form without the approval of the Director.
2. Vacation leave is to be taken in minimum units of fifteen (15) minutes or more and must be requested on the Request for Leave form.
3. Vacation scheduling is subject to the following guidelines for notification:

<u>Request</u>	<u>Minimum Notice</u>
1 day	24 hours
2 – 3 days	1 week
more than 3 days	2 weeks

Any employee requesting less than one (1) full day of vacation can submit this request to their immediate supervisor. Less than one (1) day vacation requests do not require a minimum notice but is subject to the approval of the Director based on the recommendation of the immediate supervisor.

4. Employees may request to withdraw previously approved vacation requests provided they do so no later than one (1) hour prior to the normal start time on the already approved vacation date.
5. An employee who has commenced vacation time, cannot call in to change vacation time to sick time except for two (2) situations: (1) death of an immediate family member, or (2) hospitalization of the employee. Both must be verified.

6. Employees using sick time preceding or following vacation must submit proper medical verification (e.g., physician, dentist statement, etc.).

Section 32.4. Vacation leave is to be taken within 12 months following the employee's anniversary date. An employee, in special and meritorious cases and upon written approval of the Director and the Board of Commissioners, may be permitted to carry over accumulated vacation leave to the following year. Any excess vacation leave not approved for carryover shall be eliminated from the employee's leave balance.

Any employee hired under the previous agreement, shall have any uncredited service time restored.

Section 32.5. An employee with one (1) or more years of service, who resigns or retires, is entitled to compensation at the employee's current rate of pay, for any earned but unused vacation leave to the employee's credit at the time of separation. In the event of the death of an employee, the unused vacation balance shall be paid to the employee's estate.

Section 32.6. Vacation leave shall be governed by the applicable provisions in this Agreement, and shall not be governed by O.R.C. Sections 9.44 and 325.19.

ARTICLE 33 **ON-CALL STATUS**

Section 33.1. All social service worker IIs are required to rotate on-call assignments. Employee IIs will rotate approximately every six (6) weeks as scheduled by their supervisor.

Section 33.2. Each on-call assignment will begin at 2:00 p.m. on Friday and continue until 8:00 a.m. the following Friday. The scheduled Children's Services on-call worker shall be required to work until 4:30 p.m. during each day they are scheduled to be on-call, unless previously approved by the employee's immediate Supervisor.

Section 33.3. Employees assigned to be on-call shall be paid on-call pay of \$20.00 per day except on recognized holidays. Employees assigned to be on-call on any of the ten (10) recognized holidays, shall receive \$75.00 for each holiday they are so assigned. On-call pay will be paid to the employee in the pay period following the week the employee was on-call. On-call pay shall be added to the employee's base rate of pay when computing the employee's overtime rate.

Section 33.4. The daily on-call pay shall be considered as compensation for the handling of after hours business related telephone calls lasting less than 30 minutes. Employees shall be entitled to additional pay at the applicable hourly rate for each business related telephone call lasting 30 minutes or longer and for any time spent responding to and investigating child abuse or neglect emergencies outside their normal working hours. Special circumstances should be discussed with the employee's supervisor as soon as possible and will be reviewed on a case by case basis.

Section 33.5. Employees responding to an after hours emergency situation will be paid round-trip mileage from the employee's home if the employee resides in Williams County or from Williams County line if the employee's home is outside the county.

ARTICLE 34
WAGES

Section 34.1. Effective with the beginning of the first full pay period following execution of the Agreement, employees shall receive a three percent (3%) increase or receive the minimum pay rate contained in Appendix B, whichever is greater.

Section 34.2. Either party may reopen this article by providing written notice to the other party no earlier than ninety (90) calendar days prior to June 30, 2017, nor later than sixty (60) calendar days prior to June 30, 2017, for the sole purpose of conducting negotiations on wage rates to be effective on or after July 1, 2017.

If the Employer and the Union cannot agree to wages for both years 2 and 3 during the first reopener period, either party may then reopen this article by providing written notice to the other party no earlier than ninety (90) calendar days prior to June 30, 2018, nor later than sixty (60) calendar days after June 30, 2018, for the sole purpose of conducting negotiations on wage rates to be effective on or after July 1, 2018.

Section 34.3. In the event that cuts in state and federal funding during the term of this Agreement are of sufficient magnitude that the Employer is unable to implement the wage rates under this Article and maintain existing benefit and staff levels, the Employer may reopen the provisions of this Article for renegotiation, together with consideration of needed layoffs, upon notice to the Union. In the event of such a reopener, the statutory dispute resolution procedure shall govern the negotiations.

Section 34.4. New employees hired after the effective date of this Agreement shall normally be employed at the minimum rate of the applicable pay. The Employer reserves the right to assign new employees above the minimum rate of the applicable pay range when, in the Employer's judgment, the new employee possesses exceptional knowledge, skills, education, and/or experience which justifies a higher entrance rate into the classification.

ARTICLE 35
INSURANCE

Section 35.1. The Employer shall, for the duration of this agreement, make available to each full-time employee in active pay status the same level of health insurance benefits as provided to other non-bargaining unit employees under the control and jurisdiction of the County Commissioners. Effective January 1, 2017, the employee will pay thirteen percent (13%) of the total premium for health insurance benefits each calendar year. The parties agree that insurance percentages will be reopened in accordance with the provisions in Article 34.

Section 35.2. The Employer may determine the carrier and the nature of the plan to be provided to employees. Nothing in this article shall be construed to limit the Employer's right to solicit and implement various "cost containment" features in its comprehensive health care benefits package for employees, provided such changes are applicable to all employees or to avoid Employer penalties under applicable state or federal laws, regulations, executive orders, directives, rulings, or the like, or to avoid the treatment of the benefits under the plan as taxable

to an employee or a person covered under the plan. The Union will be provided notice in advance of any changes to the health insurance policy.

Section 35.3. The Employer will provide \$15,000 of group term life insurance to all employees for the duration of this agreement. The Employer will pay the entire cost of the group basic life insurance.

Section 35.4. Waiver of Insurance Coverage.

Effective January 1, 2017, employees electing to waive coverage altogether for themselves shall be paid two (2) installments of seven hundred fifty dollars (\$750.00) the first pay period in January each year and \$750.00 the first pay period in July of each year.

Effective January 1, 2017, employees electing to waive coverage altogether for themselves and their family shall be paid two (2) installments of \$1,100.00 the first pay period in January each year and \$1,100.00 the first pay period in July of each year.

Insurance waiver payments will be considered in lieu of health insurance coverage. The payments are not to be considered as wages for calculating overtime pay, pension, or related fringe benefits.

If the national or state government creates changes to health care that removes the need for an incentive to move spouses or other dependents off of the County's plan, the Employer shall serve the union notice to reopen this Article for negotiations pursuant to ORC 4117, no later than 60 days in advance prior to the effective date of the desired change.

An employee who waives insurance coverages and then due to divorce, death of a spouse, or spouse's loss of insurance will be permitted to reapply to the insurance plan subject to the provisions of the plan. Upon acceptance into the plan, the waiver supplement shall be eliminated and any prepaid waiver will be prorated by the County and repaid to the Employer through payroll deduction. Employees terminating employment and new employees will also have their waiver prorated.

ARTICLE 36
MILITARY LEAVE

Section 36.1. Military Leave. Military leave shall be provided in accordance with the requirements of the Ohio Revised Code.

ARTICLE 37
FAMILY AND MEDICAL LEAVE

Section 37.1. Employees shall be eligible for Family and Medical Leave (FML) in accordance with the Employer's policy which shall be in compliance with federal law [i.e., Family and Medical Leave Act (FMLA)]. Any period of leave (i.e., sick leave, vacation, etc.) due to a qualifying condition under the FMLA, shall run concurrent with the employee's entitlement to leave under the Act.

2.	Martin Luther King Day	third Monday in January
3.	Presidents' Day	third Monday in February
4.	Memorial Day	last Monday in May
5.	Independence Day	July 4
6.	Labor Day	first Monday in September
7.	Columbus Day	second Monday in October
8.	Veterans' Day	November 11
9.	Thanksgiving Day	fourth Thursday in November
10.	Christmas Day	December 25

Section 39.2. Observance of Holidays. Any holiday which falls on a Saturday shall be celebrated on the preceding Friday and any holiday which falls on a Sunday shall be celebrated on the succeeding Monday.

Section 39.3. Work Performed on Holidays. Employees who are required to work on a holiday due to the nature of the position shall be paid at their regular rate of pay for the hours actually worked in addition to the holiday pay.

Section 39.4. Eligibility. Employees must work the day before and the day after a holiday or be on vacation, in order to receive holiday pay. Employees shall not be eligible if they are in an inactive pay status the day before and the day after a holiday. If a holiday occurs during a period of paid sick leave or vacation leave, the employee will draw holiday pay and will not be charged for sick leave or vacation. Employees using sick leave immediately preceding or following a holiday, must provide medical verification of the illness or injury from a licensed physician.

Section 39.5. The granting of holidays shall be governed by the applicable provisions in this Agreement and shall not be governed by O.R.C. Section 325.19.

Section 39.6. In addition to the holidays listed in Section 39.1 above, bargaining unit employees shall also receive one-half (½) day on Good Friday and the day after Thanksgiving as holidays and any other holiday granted to non-bargaining unit employees by the Board of Commissioners by means of an official resolution.

Section 39.7. Bargaining unit employees shall receive their birthday as a holiday. Employees shall schedule their birthday off within the pay period in which the birthday falls. Employees shall provide notice of the day they intend to take off at least twenty-four (24) hours in advance.

ARTICLE 40 **PERSONAL DAYS**

Section 40.1. All bargaining unit employees are allowed to exchange accumulated sick time for up to three (3) personal days. One (1) sick day may be traded for one (1) personal day. No more than three (3) personal days may be exchanged in any one (1) calendar year. Personal days may not be carried over from one calendar year to the next.

Section 40.2. An employee shall make a request for personal days to their supervisor in advance. However, an employee may request a personal day utilizing the same procedure for the

use of vacation leave under Article 32, Section 3. For the purposes of this Article, a day is a day and employees must use personal days in whole day increments.

Section 40.3. Personal days may not be exchanged back in for sick days.

Section 40.4. Employees that are disciplined for excessive sick leave abuse shall be excluded from participating in this exchange program for a six (6) month period.

ARTICLE 41 **MEALS AND TIPS**

Section 41.1. Upon prior written authorization of the Employer, expenses incurred for meals while on official Employer business during a normal meal period will be reimbursed at the actual cost of the meal, not to exceed the amount authorized on the approved travel request. Employees shall order reasonably priced meals while traveling at the Employer's expense. If meals are included in registration fees, duplicate meals shall not be reimbursable.

Section 41.2. Tips for meals purchased while on official Employer business will be reimbursed up to a rate of 15% of the total bill for food and non-alcoholic beverages.

Section 41.3. No meals will be reimbursed for travel within Williams County.

Section 41.4. Meal expense reimbursement is considered a taxable fringe benefit. In order for meal expenses to be excluded from an employee's yearly income, the employee must be on Employer business requiring overnight travel.

ARTICLE 42 **TRAINING**

Section 42.1. The Employer shall provide job-related training for all newly hired and promoted employees. In addition, the Employer shall provide training during working hours when introducing new equipment, methods, policies, procedures, and regulations.

ARTICLE 43 **TRAVEL REIMBURSEMENT**

Section 43.1. The Employer shall maintain a travel reimbursement policy. Employees shall refer to the Williams County policy.

ARTICLE 44 **CERTIFICATION/LICENSURE REIMBURSEMENT**

Section 44.1. Employees shall be reimbursed for licensure and certification fees, including renewal fees that are required by management and/or included in their position description in order to perform the functions of their job. Employees receiving such reimbursement for a license or certification as described herein shall commit to continue their employment with the agency for such license/certification renewal period or pay the cost of such license/certification and/or renewal fees back to the agency on a pro-rated basis.

ARTICLE 45
FITNESS FOR DUTY

Section 45.1. In any of the following situations, the Employer may, at its discretion, rely on medical evidence presented by the employee or require the employee to submit to an Employer paid examination conducted by a physician selected by the Employer:

1. If an employee has demonstrated an inability to perform the required duties of the employee's position satisfactorily;
2. If an employee has used sick leave in an excessive manner;
3. If the Employer desires a medical determination of whether an employee is mentally and physically able to effectively perform the essential functions of the position and represent the Employer.

Section 45.2. If the employee's physician and the physician selected by the Employer disagree regarding the medical condition of the employee, a third physician shall be selected by the two (2) physicians to make a final determination regarding the employee's condition.

Section 45.3. In the event an employee becomes unable to perform the essential functions of his/her position, even if granted a reasonable accommodation, and has no approved leave time available, the parties will utilize the disability separation process contained in Ohio Administrative Code Chapter 123:1:30, Disability Separations—Reinstatement.

ARTICLE 46
DURATION OF CONTRACT

Section 46.1. This agreement shall be effective as of July 1, 2016 or upon signing, whichever occurs later, and shall remain in full force and effect through midnight, the last day of the pay period including June 30, 2019.

Section 46.2. If either party desires to modify or amend this agreement, it shall give written notice of such intent no earlier than 120 calendar days prior to nor later than 60 calendar days prior to the expiration date of this agreement.

Section 46.3. The parties acknowledge that the entire understandings and agreement reached by the parties during negotiations after the exercise of that right and opportunity are set forth in this agreement.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed to and have executed this Agreement at Williams County, Ohio, this 13rd day of August, 2016.

FOR THE EMPLOYER:



Fred Lord, Director

FOR THE AFSCME:



Tracey Rupp, Committee Member



Mike Smith, Committee Member



Emily Monroe, Committee Member



Vicki Blair, Committee Member



Dawn Bailey, AFSCME Representative

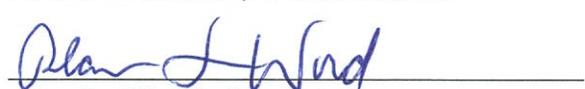
FOR THE WILLIAMS COUNTY COMMISSIONERS:



Brian A. Davis, Commissioner



Lewis D. Hilkert, Commissioner



Alan L. Word, Commissioner

**APPENDIX A
BARGAINING UNIT CLASSIFICATIONS
AND PAY RATES**

	<u>PAY RANGE</u>
Child Support Case Manager	06
Clerical Specialist 3	02
Clerical Specialist 4	03
Eligibility Referral Specialist 2	06
Labor Crew Leader	05
Legal Specialist	07
Social Services Worker 1	04
Social Services Worker 2	08
Social Services Worker 2 – Lead Worker	09
Telephone Operator	01
Unit Support Worker 2	03

APPENDIX B
EFFECTIVE THE FIRST FULL PAY PERIOD FOLLOWING RATIFICATION OF
THE AGREEMENT

Pay Range	Rate Type	Minimum Rate	Maximum Rate
01	Hourly	\$ 9.95	\$ 12.11
	Biweekly	\$ 796.00	\$ 968.80
	Annual	\$20,696.00	\$25,188.80
02	Hourly	\$ 10.66	\$ 12.97
	Biweekly	\$ 852.80	\$ 1,037.60
	Annual	\$ 22,172.80	\$26,977.60
03	Hourly	\$ 11.09	\$ 13.49
	Biweekly	\$ 887.20	\$ 1,079.20
	Annual	\$23,067.20	\$28,059.20
04	Hourly	\$ 11.64	\$ 14.15
	Biweekly	\$ 931.20	\$ 1,132.00
	Annual	\$24,237.20	\$29,432.00
05	Hourly	\$ 12.02	\$ 14.62
	Biweekly	\$ 961.60	\$ 1,169.60
	Annual	\$25,001.60	\$30,409.60
06	Hourly	\$ 12.97	\$ 15.78
	Biweekly	\$ 1,037.60	\$ 1,262.40
	Annual	\$26,977.60	\$32,822.40
07	Hourly	\$ 13.00	\$ 15.81
	Biweekly	\$ 1,040.00	\$ 1,264.80
	Annual	\$27,040.00	\$32,884.80
08	Hourly	\$ 14.06	\$ 17.10
	Biweekly	\$ 1,124.80	\$ 1,368.00
	Annual	\$29,244.80	\$35,568.00
09	Hourly	\$ 16.66	\$ 20.27
	Biweekly	\$ 1,332.80	\$ 1,621.60
	Annual	\$34,652.80	\$42,161.60