



**AGREEMENT
BETWEEN**

**THE GALLIA COUNTY DEPARTMENT
OF JOB AND FAMILY SERVICES
AND
THE COUNTY OF GALLIA, OHIO**

AND

**THE COMMUNICATIONS WORKERS OF AMERICA
LOCAL 4320, AFL-CIO**

Effective:

August 30, 2018 through August 29, 2021

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ARTICLE 1
POLICY STATEMENT

Section 1.1. This Agreement is made by and between the County of Gallia, Ohio and the Gallia County Department of Job and Family Services, which shall hereinafter be referred to collectively as the “Employer,” and the Communications Workers of America, Local 4320, an affiliate of the AFL-CIO, hereinafter referred to as the “Union,” for and on behalf of the employees in the bargaining unit.

Section 1.2. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of those rights and opportunities are set forth in this Agreement. The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, memoranda of understanding (MOU), one time exceptions for operational purposes and past practices, either oral or written, are hereby canceled unless any such prior agreement, MOU, one-time exception and/or past practice is/are specifically included in this Agreement. Invalidation of any provision of this Agreement shall not invalidate the remaining provisions thereof.

Section 1.3. The express provisions of this Agreement may be changed only by mutual agreement by the parties, reduced to writing, and signed by authorized representatives of the parties. Supplemental agreements not in conflict with this Agreement may be reached between the Employer and the Union.

Section 1.4. The Employer and the Union assert and believe that the provisions of this Agreement are not in violation of applicable existing statutes of the State of Ohio, federal law and regulations, and are therefore enforceable in a court of law.

Section 1.5. If any clause, sentence, paragraph, or part of this Agreement, or the application thereof to any person(s) or circumstance(s) shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement, and the application of such provisions to other provisions, persons, or circumstances, but shall be confined in its application to the clause, sentence, paragraph, or part thereof, directly involved in the controversy. The remainder of this Agreement and supplemental agreements shall remain in full force and effect for the Agreement term.

Section 1.6. In the event any provision(s) of this Agreement is declared invalid, pursuant to Section 1.5, where all available appeal procedures have been exhausted, the parties agree to meet within fifteen (15) days and negotiate a legal alternative provision(s).

ARTICLE 2
RECOGNITION

Section 2.1. The Employer recognizes and acknowledges the Union as the certified and exclusive bargaining representative of the probationary and non-probationary, full-time and part-

time employees in the following classifications, which shall comprise the bargaining unit, excepting certain positions explicitly excluded under Article 3:

Account Clerk (16512)
Child Support Unit Aide (26201)
Child Support Case Manager (26211)
Eligibility Referral Unit Aide (17203)
Eligibility Referral Case Manager 1 (17213)
Eligibility Referral Case Manager 2 (17223)
Employment Services Unit Aide (64205)
Employment Services Case Manager (64215)

Section 2.2. All classifications occupied at the time of the execution of this Agreement, not specifically established herein as included in the bargaining unit, shall be excluded from the bargaining unit.

Section 2.3. The job titles of classifications deleted from Section 2.1 shall not be used by the Agency for new jobs created in the future. The Employer will advise the Chief Steward of any proposed new classification and the responsibilities of said classification, and agrees to meet and confer with the Union regarding inclusion of any such new classification. If the Union and the Employer are unable to agree whether said classification shall be included in the bargaining unit, the parties agree that a petition for clarification may then be filed by either party with the State Employment Relations Board pursuant to its rules and regulations solely to determine whether said classification shall be included in the bargaining unit. This section shall also apply to new classifications created as the result of an internal job audit conducted by the Agency or by an external job audit. New classifications or positions not included in the bargaining unit may be implemented by the Employer as non-bargaining unit positions. New positions related to: (a) internship programs, and (b) programs where a program participant is hired on a temporary basis as a result of being “program eligible” and is paid as part of the program activity (such as WIA Youth employment program), are not included in the bargaining unit.

Section 2.4. One time exceptions to the Agreement for operational purposes mutually agreed-to by the parties in writing (signed by Chief Union Steward and Director) shall not constitute revised language, past practice, or precedent regarding such exception(s) and does not constitute a Memorandum of Understanding (MOU) unless signed as such by both parties as an amendment to the Agreement. A MOU must be approved/signed at the same level of authority as the Agreement.

ARTICLE 3 **DEFINITIONS**

Section 3.1. The following terms shall have the meaning indicated, as used in this Agreement.

- A. Agency Seniority is defined as an employee's length of service with the Agency from the employee's most recent date of hire to the date of the employee's separation from employment due to the employee's: 1) resignation, 2) discharge, 3) retirement, 4) failure to return to work from an Article 32 disability separation, or 5) layoff without recall to an Agency position prior to the expiration of an Article 18 layoff recall list.

- B. Bargaining Unit means a single unit composed of the individual employees in the classifications established and identified as included in the bargaining unit pursuant to SERB certification or agreement of the parties.
- C. Classification is defined as both the title and number of a position, as per the classification plan agreed to by both parties.
- D. Classifications Series: All positions whose classification has the same first 3 numbers.
1. Employment Services Unit Aide (64205)
Employment Services Case Manager (64215)
 2. Eligibility Referral Unit Aide (17203)
Eligibility Referral Case Manger 1 (17213)
Eligibility Referral Case Manager 2 (17223)
 3. Child Support Unit Aide (26201)
Child Support Case Manager (26211)
- E. Confidential Employee means any employee who works in the personnel offices of the Employer and deals with information to be used by the Employer in collective bargaining; or any employee who works in a close, continuing relationship with the public officers or representatives directly participating in collective bargaining on behalf of the Employer. The positions of Fiscal Specialist and Fiscal Officer are hereby classified as being a confidential employee.
- F. Consultant/Negotiator means the Employer's Labor/Management Consultant.
- G. Day means calendar day, unless specifically stated otherwise.
- H. Demotion means the involuntary movement of an employee from a higher pay grade to a lower pay grade. This does not include temporary assignments. An employee who is demoted will not serve a probationary period.
- I. Employee Status: All employees shall be categorized into one of the following definitions.
1. Full-time Employee is an employee whose regular hours of duty total forty (40) hours per week; or those hours per week which make up the standard work week considered full-time, which may be less than forty (40) hours per week.
 2. Part-time Employee is an employee whose regular hours are less than those hours per week which make up the standard work week considered full-time.
 3. Laid-Off Employee is an employee who has been laid off and is on the recall list as provided in Section 18.4.
- J. Employer (or Agency) means the Gallia County Department of Job and Family Services.

- K. Lateral Transfer is defined as the transfer of an employee to a job vacancy in the same pay range as the employee's existing pay range, subject to the provision of Article 10. An employee who changes positions as a result of a lateral transfer shall not serve a probationary period nor shall there be any restriction on bidding for a new position.
- L. Position is defined as the specific job performed within a classification as designated by the Position Control Number.
- M. Promotion is defined as the transfer of an employee to a job opening assigned to a higher pay grade. This does not include temporary assignments, subject to the provisions of Article 10.
- N. Union means the Communication Workers of America, AFL-CIO, the employee organization which has been certified by the State Employment Relations Board as the exclusive bargaining representative of the employees in the bargaining unit. The duly authorized representative of the Union shall be the president or his/her representative, designated in writing.
- O. Vacancy is defined as a regular full-time or part-time position where the Employer has created a new classification, or has increased the number of jobs in an existing classification, or when an opening occurs in a classification as a result of a separation, promotion, transfer, resignation, or discharge.
- P. Volunteer means a person who is not an employee of the Agency; who voluntarily works without compensation. No outside volunteer shall perform any existing bargaining unit work. (This does not apply to Program participants.)
- Q. Work Schedules are defined as an employee's assigned hours of the day, days of the week, and shift assignment.
- R. Employee. The term "employee" or "employees" where used herein refers to all employees in the bargaining unit.
- S. Voluntary demotion means the voluntary movement of an employee from a classification to another classification with a lower pay range rate. An employee who takes a voluntary demotion shall not serve a probationary period and shall have no restriction on bidding for a new position.
- T. Program Participant means a person who is deemed program eligible and performs services under the guidelines of that program.
- U. Intern means a student trainee who works at the Agency in order to gain supervised practical work experience pursuant to a program jointly sponsored by an institution of higher learning (e.g., Rio Grande University, Rio Grande Community College, Ohio University, Marshall University) and the Agency.

- V. Internship means a limited period of supervised practical work experience offered by an institution of higher learning and jointly sponsored by the Agency for which college credits are received by the student intern.

ARTICLE 4 **NONDISCRIMINATION**

Section 4.1. No person or persons or agencies responsible to the Employer, nor the Union and its officers and members, shall discriminate for or against any employee on the basis of race, religion, color, national origin, sex, marital status, employee organization, political affiliation, age, military status, genetic information, disability, ancestry, or for the purpose of evading the spirit of this Agreement. The Employer and the Union agree to abide by the provisions of applicable federal, state, and local laws and executive orders regarding these matters.

Section 4.2. The Employer recognizes the right of all bargaining unit employees to be free to join the Union and to participate in lawful concerted Union activities. Therefore, the Employer agrees there shall be no discrimination, interference, restraint, coercion, or reprisal by the Employer against any employee because of Union membership, or because of any lawful activity in an official capacity on behalf of the Union, nor shall the Union practice discrimination, coercion, interference, reprisal or restraint against any employee choosing not to join the Union or choosing to resign from the Union.

ARTICLE 5 **MANAGEMENT RIGHTS**

Section 5.1. The Union shall recognize the right and the authority of the Employer to administer the business of the Agency, and in addition to other functions and responsibilities which are not specifically mentioned herein, the Union shall recognize that the Employer has and will retain the full right and responsibility to direct the operations of the Agency, to promulgate rules and regulations, and to otherwise exercise the prerogative of management, and more particularly, including, but not limited to, the following:

1. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff, recall, reprimand, suspend, discharge, reward or discipline for just cause, and to maintain discipline among employees;
2. To manage and determine the location, type, and number of physical facilities, equipment, programs, and the work to be performed;
3. To determine the Agency's goals, objectives, programs, and services and to utilize personnel in a manner designed to effectively and efficiently meet the purposes;
4. To determine the size and composition of the work force and the Agency's organizational structure, including the right to relieve employees from duty due to lack of work or austerity programs;

5. To determine the hours of work, work schedules, and to establish the necessary work rules for all employees, excepting those provisions specifically set forth within this Agreement;
6. To determine when a job vacancy exists, the duties to be included in all job descriptions, and the standards of quality and performance to be maintained;
7. To determine the necessity to schedule overtime and the amount required thereof;
8. To determine the Agency budget and uses thereof;
9. To require employees to submit to examination by a physician in accordance with the rules and regulations of the Ohio Department of Job and Family Services or Department of Administrative Services;
10. To maintain the security of records and other pertinent information; and
11. To determine and implement necessary actions in emergency situations.

Section 5.2. The Union recognizes and accepts that all rights and responsibilities of the Employer not specifically modified by this Agreement or ensuing agreements shall remain the function of the Employer. The above-enumerated rights shall not abridge and shall be consistent with the provisions of this Agreement.

ARTICLE 6 **UNION RIGHTS**

Section 6.1. The Employer agrees to allow the Union reasonable access to the copy machine and the fax machine for Union business, for which the Union shall reimburse the Employer at the applicable rate; however, there shall be no charge for material copied on the Employer's copier if such material is requested by the Employer for use in the administration of this Agreement.

Section 6.2. The Employer agrees to keep the Union informed of all matters the Director reasonably believes to have an adverse effect upon the employment relations, and/or working conditions of the employees in the bargaining unit. The term "adverse effect" means matters that would result in job abolishment/layoff, recall, or reduction of hours or pay of bargaining unit members.

Job descriptions shall be made available to any employee upon request. Any change in job descriptions will not go into effect until the Employer provides the Chief Steward with a copy of the changes.

Section 6.3. The Employer shall provide a lockable filing cabinet for the exclusive use by the Union. The Union Chief Steward and the Director shall mutually agree upon the location for such filing cabinet, and the Union Chief Steward shall maintain the keys to it. The providing of the filing cabinet shall be subject to expense for such being a state-approved reimbursable item.

ARTICLE 7
DUES CHECKOFF

Section 7.1. The Employer will deduct regular monthly dues from the pay of bargaining unit members who are members of the Union upon receipt of individual dues deduction authorization cards, and the deductions will commence within thirty (30) days of that receipt.

Section 7.2. Present members and members who subsequently complete dues deduction authorization cards will have their dues deduction continued for the term of this Agreement or for any extension of this Agreement. The Employer will deduct dues for all members on active pay status. Should a member not be on active pay status, the Employer will institute deductions within thirty (30) days of the return, including, but not limited to, reinstatement, return from leave, disability, separation, and layoff.

Section 7.3. The Employer will deduct current Union dues from the pay of members having authorization cards as set forth above in the bargaining unit, as prescribed by the District Vice President. Once the Union dues have been deducted, it will be forwarded to the District Vice President within two (2) weeks of the deduction. Along with the Union dues, the Employer will forward an alphabetical list of all dues paying members to the District Vice President and with copies forwarded to the Local president.

Section 7.4. In the event the Union requests that the Employer deduct monies over and above the stipulated Union dues, the Employer will do so upon written assurance by the Union that the additional amounts have been authorized by the Union, under the Union's Constitution, or upon written authorization from the employees secured by the Union and presented to the Employer prior to the deduction.

Section 7.5. The Union shall indemnify the Employer against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer, for the purpose of complying with the provisions of this article.

ARTICLE 8
UNION REPRESENTATION

Section 8.1. The Union reserves the right to select Union employee representatives. The Union will select not more than two (2) Stewards and one (1) Chief Steward. While on Union time as provided in Section 8.7, a Steward or Chief Steward's time may be interrupted in the event of an Agency coverage issue.

Section 8.2. A Union Officer shall notify the Director in writing of the name of the Chief Steward or Stewards, prior to their acting in that capacity.

Section 8.3. A Union Officer shall furnish the Director a written list of the names of all Union officers. Further, a Union Officer shall promptly notify the Director in writing of any changes therein.

Section 8.4. The Union Steward or Chief Steward may represent the Union or Union members in matters set forth in the Grievance Procedure and in predisciplinary hearings in the Corrective Action article. All time spent during normal working hours in the grievance meetings, predisciplinary hearings, arbitration hearings, and meetings with Management is without loss of pay or benefits. Time spent outside of normal working hours pursuant to this section shall not be paid. Normal work hours begin when the employee clocks in to begin the day.

Section 8.5. An employee shall be given reasonable time during normal work hours (approximately 15 minutes, but may be extended if necessary) by his/her supervisor without loss of pay or benefits, to consult with the Chief Steward or Steward concerning grievances and predisciplinary hearings. Also, all time during normal working hours an employee spends in grievances hearings, as either grievant or witness; in predisciplinary hearings, as either defendant or witness; and in arbitration hearings, as either grievant or witness; is without loss of pay or benefits.

Section 8.6. Any Union representative may act in place of the Chief Steward or Steward concerning consultation or representation in grievance or disciplinary proceedings.

Section 8.7. The Chief Steward and Stewards shall be entitled to a total of twelve (12) hours per calendar month, which shall be divided among the stewards by the Chief Steward, without loss of pay during normal work hours for the performance of Union business, and in consultation with employees concerning potential grievances and preparation for grievance or disciplinary hearings. These hours shall not be cumulative from month to month. This time shall be reported by the representative to the supervisor at the beginning and end of such time. Said time shall not be denied except in instances of emergencies in the bargaining unit, when the time allotment is exhausted, or when approving such time would impair the ability of the work unit to maintain coverage and deliver services to the public. No time shall be authorized for any off-site activity pursuant to this section.

Section 8.8. The Union shall be granted a bank of one hundred and twenty (120) hours per year to be used at the Union's discretion for employee representatives selected to participate in Union meetings, trainings and other Union activities. Said time off shall be leave without pay. Such time off shall be granted to not more than one (1) member from a classification on the same day. The Director shall receive a minimum of fourteen (14) days' advance notice in writing of the dates and the employees who will be exercising the leave.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 9.1. The grievance is a formal procedure mechanism intended to assure that employee questions and problems arising from those misunderstandings that will inevitably develop in the day-to-day activities of public service are promptly heard and answered, and that appropriate action is taken.

Section 9.2. The term "grievance" shall mean an allegation, by a bargaining unit employee that there has been a breach, misinterpretation, or improper application of the express provisions of this Agreement. This grievance procedure specifically limits the process of review, appeal, or

grievance (as defined above) and redress to the grievance procedure herein, and the bargaining unit employees waive any right to appeal or review to the State Personnel Board of Review regarding the terms of this Agreement. Those matters described under Section 9.3 are excluded from the grievance procedure. Also, actions taken by the Employer for felony convictions within the meaning of R.C. 124.34 are not appealable to arbitration.

Section 9.3. If specific administrative agency relief of a judicial or quasi-judicial nature is provided for by statutes of the State of Ohio or the United States for review or redress of a specific matter (such as Bureau of Unemployment Compensation, E.E.O.C., or Ohio Civil Rights Commission), such matter shall not be appealable through the grievance procedure, except where not allowing a grievance would jeopardize funding or violate a law or regulation that the Employer is bound to follow.

Section 9.4. All grievances must be processed at the proper step in the progression in order to be considered at any subsequent step.

An employee 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.

All grievances must be answered by Management within the stipulated time limits so that employees have the right to the next step in the grievance procedure in a timely manner. However, an inadvertent failure to answer within the time limit shall not result in the grievance being granted.

Any time limit on grievances or any step in the grievance procedure may be waived or extended upon mutual written consent of both parties.

Section 9.5. A grievance may be brought by any employee of the bargaining unit. Where a group of bargaining unit employees desire to file a grievance involving a situation affecting each employee in the same manner, one member selected by such group may process the grievance as a group grievance, provided the grievance sets forth in writing at the time of filing the name of each employee to be included in the group grievance. All employees set forth in such grievances and the Union are bound by the outcome.

A Union Steward having an individual grievance may ask any Steward or Union officer to assist in adjusting the grievance.

Section 9.6. All written grievances must contain the following information and must be filed using the Grievance Form mutually agreed to by the Union and the Employer:

1. grieving employee's name and signature;
2. grieving employee's classification;
3. date grievance was first discussed with immediate supervisor;
4. name of supervisor with whom grievance was discussed;

5. date grievance was filed in writing;
6. date and time grievance occurred;
7. description of incident giving rise to the grievance;
8. articles and sections of Agreement violated;
9. desired remedy.

Any grievance not containing the above information shall be returned to the grievant with an explanation of which information the grievance is lacking. The grievant shall have two (2) working days in which to provide the additional information.

Section 9.7. The following steps shall be followed in processing of a grievance.

INFORMAL STEP: Prior to submitting a grievance to the first step of the grievance procedure, the employee may first attempt to resolve the grievance informally through an oral discussion with the management level employee responsible for the incident (action or decision) with or without Union representation, at the employee's option.

STEP 1: If the employee is unable to satisfactorily resolve the grievance through an oral discussion as provided above, or the employee does not use the Informal Step, the employee, with his Local Union representative, if the employee desires, shall present the grievance in writing to the Director.

In order for a grievance to receive consideration under the procedure, the grievant must present the grievance in writing at this Step within nine (9) business days from the date the employee became aware or should have reasonably become aware of the incident giving rise to the grievance.

Upon receipt of the grievance, the Director shall sign and date the grievance. The Director shall, within nine (9) business days after the receipt of the written grievance, meet with the appropriate Union representative(s) and any other witness(s) deemed necessary by the Union to arrive at a resolution, to review and attempt to settle the grievance. Should an employee choose to present a grievance on his/her own behalf, a union representative shall have the opportunity to be present. The Employer reserves the right to have Management level employee(s) attend said grievance meeting for purposes of assisting in the grievance. The Director shall render his decision in writing within nine (9) business days subsequent to such meeting.

A business day means a day the Agency is open for business.

STEP 2: If the grievance is not satisfactorily settled at Step 1, the Union or Employer may request that the grievance be submitted to arbitration. A request for arbitration must be submitted within thirty (30) calendar days following the Director' reply to the grievance at Step 1, or the grievance shall be considered resolved.

The party requesting arbitration shall submit a request to the FMCS requesting a list of nine (9) impartial arbitrators within ninety (90) calendar days following the date of the Step 2 request that the grievance be submitted to arbitration. The list shall be restricted to residents of Ohio, or arbitrators who maintain their principal office in Ohio. The parties shall select a single arbitrator from the list. The selection of the arbitrator shall be made within thirty (30) calendar days following receipt of the list from the FMCS. The cost for obtaining the list of arbitrators from the FMCS shall be borne equally by both parties.

The arbitrator will be selected by alternate striking of an arbitrator on the list until one name is left with the first strike determined by coin flip or other mutually agreed upon random method.

Either party may reject the entire list. The party thus rejecting must bear the cost of securing a replacement list.

The arbitrator shall limit his decision strictly to the interpretation, application, or enforcement of the specific articles and sections of this Agreement as they apply to the specific issue submitted, and he shall be without power or authority to make any decision:

1. contrary to, or inconsistent with, or modifying, amending, adding to, subtracting from, or varying in any way the terms of the Agreement or applicable law;
2. concerning the establishment of wage rates negotiated as part of this Agreement;
3. granting any right or relief on any alleged grievance occurring at any time other than during the Contract period or any extension thereof; and
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 or State law.

If either party contests the arbitrability of any grievance or whether the matter is grievable then the arbitrator shall make an initial determination as to the arbitrability of the matter. The initial decision shall be made during the hearing and prior to proceeding to a hearing upon the merits of the grievance. If the grievance was denied by the Agency at Step 1 solely on the basis of timeliness, the Agency shall have the right to present the Agency's response to the grievance and supporting evidence at a hearing upon the merits of the grievance.

The decision of the arbitrator resulting from the arbitration of grievances hereunder shall be in writing and shall be final and binding, subject to the provisions of the Ohio Revised Code as it relates to arbitration. The decision shall be based solely upon interpretation of the meaning or application of the express terms of this Agreement to the facts of grievance presented.

The expenses of any non-employee witness shall be borne, if at all, by the party calling them. The fees of the court reporter shall be paid by the party asking for one; such fees shall be split equally if both parties desire a reporter, or request a copy of any transcript.

The cost of the services of the arbitrator shall be borne equally. However, each party is responsible for its own cost, transcript fees or representation fees.

The arbitrator shall be requested to submit a total accounting for the fees and expenses of the arbitration.

The arbitrator shall be requested to render his decision as quickly as reasonably possible, but in any event, no later than thirty (30) calendar days after the conclusion of the hearing unless the parties agree otherwise.

Section 9.8. The arbitrator shall not hear more than one (1) grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

Section 9.9. If the arbitrator's decision awards the payment of back wages covering the period of the employee's separation from the Employer's payroll, the amount so awarded shall be less any unemployment compensation or earned wages from any other state, county, or municipal agency, and shall not include the assumption an employee would have worked overtime during the period of separation from the Employer's payroll

Section 9.10. Each grievance processed under the above procedure shall be initiated at the level where the action being aggrieved occurred, unless another initiating point for a specific grievance is set forth in this Agreement

Section 9.11. If, at any Step of the procedure, the grieving employee or his/her representative, the Director or his representative, or a material witness, is unable to be present because of approved leave, time lines must be waived to allow the parties to be present.

Section 9.12. All procedures relevant to the arbitrator's hearing shall be in accordance with the rules and regulations of the FMCS.

ARTICLE 10

JOB POSTING, TRANSFERS, AND PROMOTIONS

Section 10.1. Management is not required to fill a vacancy, but, if such vacancy is filled, it shall be in accordance with Section 10.2.

The reclassification of a current position which results from an internal job audit by the Agency or by an external job audit of a change in duties or functions of the position, which results in the position being assigned to a new classification or an increase in the number of jobs in an existing classification, creates a vacancy.

Section 10.2. When a vacancy is to be filled, the Employer shall post a notice of said vacancy on bulletin boards in all facilities for a period of six (6) working days (excluding holidays), which includes the day of posting. Once the position has been posted, it shall be filled within a reasonable period of time following the end of the posting period, unless the Employer decides not to fill the position. The position announcement shall state the following:

1. classification, grade, and pay range;
2. the position description;
3. the required qualifications for the position established by the Agency for the classification;
4. person to contact if interested; and
5. deadline for submitting application.

No classification change, except for temporary assignments as provided for herein, will occur for any employee unless the new classification has followed the posting procedure.

Section 10.3. The Employer will not consider applications filed after the sixth (6th) full working day (excluding holidays) of the posting, including the day of the posting. The employee should consult with his/her supervisor to schedule a mutually agreeable time to make such application. No employee who is serving a probationary period may bid for a position.

Section 10.4. Any vacant or newly created position, upon being filled, will be filled in the following manner.

A. The position will be awarded to the laid off employee applicant or the employee applicant with the greatest Agency seniority who is qualified and capable of filling the position. The laid off employee applicant(s) and employee applicant(s) (collectively referred to as “applicant”) shall be reviewed considering the following criteria:

1. the applicant’s qualifications and experience;
2. the applicant’s job performance;
3. the applicant’s active disciplinary record as provided in Section 11.4;
4. the applicant’s attendance and tardiness record for the last twelve (12) months.

If two or more applicants are considered by the Agency to be equal, the position will be awarded to the applicant with the most Agency seniority.

B. The applicants shall be reviewed in the following order:

1. Applicants for transfer within the same classification will be considered first.
2. If there are no applicants from the same classification or if no applicant is considered qualified and capable, applicants for lateral transfer shall be considered next.

3. If there are no applicants for lateral transfer or if no applicant for lateral transfer is considered qualified and capable, applicants in the next lower classification in the classification series shall be considered.
 4. If there are no applicants from the next lower classification in the classification series or if no such applicant is considered qualified and capable, applicants in the next lower classification in the classification series shall be considered.
 5. If there are no applicants pursuant to 1, 2, 3 and 4, or if no such applicant is considered qualified and capable, then applicants in other classifications shall be considered next.
- C. If the position is not filled through the application of (A) and B (1) – (5), above, the Employer shall have the exclusive right to fill the position from outside the bargaining unit.
- D. An employee who is awarded a new position may not bid on another new position for a period of 90 (ninety) days from the date he/she assumes the new position. This 90-day restriction does not apply to employees who assume a new position as a result of bumping, lateral transfer, recall from layoff or demotion. No employee who is serving a probationary period may bid for a new position.
- E. Following an involuntary demotion, the demoted employee may not bid on any position above the employee's pay range within the two (2) year period after the effective date of the demotion. The employee may bid on any position at or below the employee's pay range during the two (2) year period.

If an employee is denied a new position under the procedures set forth in this article, and the employee has more seniority (as set forth in the applicable sections set forth above) than the person selected, then the person not selected for the new position shall, upon request made within six (6) working days, be given a written statement from the Director within six (6) working days of receipt of the request as to the reasons for the denial as it relates to that individual.

Section 10.5. During the period while the posting and/or selection process is being administered, the Employer may temporarily, in accordance with Section 10.10, assign an employee to such vacancy in order to fulfill operational requirements. In no event will this procedure continue for any one individual longer than ninety (90) working days. At the conclusion of ninety (90) working days, such position may be posted in accordance with Article 10. The employee, upon assuming temporary assignment, shall be provided written notice of the rate of pay for the temporary position. When a temporary assignment is not pursued, the person vacating the position due to a promotion and management shall jointly work to perform minimum duties of the position to maintain operational needs. Such time shall not exceed thirty (30) working days until the position is filled or duties are redistributed as needed for operational purposes.

Section 10.6. The Employer may temporarily assign an employee to another position to fulfill operational requirement, provided the Employer follows the procedures set forth in Section 10.10. If the employee filling such temporary assignment is of a lower classification and pay than the temporary assignment, such employee shall receive the higher rate of compensation for all hours worked while so assigned; however, the employee's classification will not change. If the employee filling such temporary assignment is of a higher classification and pay than the temporary assignment, such employee will receive the higher rate of compensation for all hours worked while so assigned.

Section 10.7. An employee who applies for a promotion posted under this article, and is subsequently selected and placed in the vacancy, shall serve a probationary period of one thousand and forty (1,040) work hours. If the employee's performance is not satisfactory after an evaluation of the 1,040 work hour period, said employee shall be transferred back to the same position the employee occupied prior to the promotion, and returned to his/her previous rate of pay. In the event said employee is transferred to his/her previous classification and rate of pay, a vacancy is created.

Section 10.8. One copy of all job postings shall be made available to the Chief Steward or his/her appropriate representative on the date of posting. The Employer agrees to furnish the Chief Steward at the time of each occurrence, a list of personnel transactions which involve additions to or deletions from the bargaining unit for that occurrence. The Employer will include in the list the newly hired employees, employees completing their probationary period, employees on temporary assignments, and employees promoted or transferred into or out of the bargaining unit as a result of that occurrence. The list will show the names and effective dates of the transactions.

Section 10.9. All vacant bargaining unit positions shall be filled in accordance with the provisions of this article.

Section 10.10. A temporary assignment that is within a classification series, shall be filled as follows:

- A. The Employer will offer the temporary assignment to the employee with the greatest Agency seniority in the next lower classification as defined in Article 3.1(D) until all employees have been consulted in order of Agency seniority in that classification.
- B. If no employee accepts the assignment, then the Employer shall move to the next lower classification within that classification series, until all classifications within that series are exhausted.
- C. At that time, the employee with the lowest Agency seniority within the lowest classification of the classification series shall be assigned.

If the position to be filled is the lowest in that series or no other positions exist in the classification series, the Employer will offer the temporary assignment to the employee with the greatest Agency seniority until all employees have been consulted in order of Agency seniority.

If no employee accepts the assignment, then the employee with the lowest Agency seniority shall be assigned to fill the vacancy.

Section 10.11. This article supersedes and replaces ORC 124.27 through 124.32.

ARTICLE 11 **CORRECTIVE ACTION**

Section 11.1. No employee shall be reprimanded, suspended, discharged, or removed except for just cause. Further, the Employer agrees that all corrective action will be uniformly applied to all similarly situated employees under similar circumstances.

Section 11.2. It is agreed that the most effective means of maintaining discipline is through the promotion of cooperation, sustained good working relationships, and self-discipline and responsible performance expected of mature employees. In those cases where specific corrective action becomes necessary, the disciplinary measures taken should have a constructive effect.

Section 11.3. Progressive corrective action will be as follows:

- Verbal warning
- Written warnings
- Written reprimand
- Suspensions or Last Chance Agreement
- Dismissal

The seriousness of the offense may determine the corrective action to be taken.

Section 11.4. Verbal warnings, written warnings, and written reprimands, and all documents relating to corrective action measures other than suspensions shall remain in effect for twelve (12) months after the effective date of such corrective action and shall be removed from the employee's active personnel file upon his/her request and placed in a separate file, providing that there has been no intervening corrective action.

In the event of suspension, all corrective actions, including the suspension and related documents, in effect on the effective date of the suspension shall remain in effect for eighteen (18) months after the effective date of suspension, and shall be removed from the employee's active personnel file upon his/her request and placed in an inactive file, providing there have been no intervening corrective actions. Upon expiration of the above time limits, corrective action within the file shall be null and void as a basis for further progressive discipline, whether removed from the file or not.

In place of a suspension or dismissal, the Employer may offer a Last Chance Agreement to the employee. If the employee and Union accepts the agreement, the agreement shall not be subject to appeal under the grievance procedure.

Section 11.5. Any employee has the right to have a Union officer, Steward, or any other person of his/her choice present during any conference involving corrective action and/or predisciplinary hearings.

Section 11.6. The procedure for any proposed suspension or dismissal shall be as follows:

- A. The Director, or his/her designee, shall serve the affected employee and the Union with written notification of pending suspension or dismissal. Such notification shall cite the charges against him/her, a summary of the evidence upon which the charges were based, and the anticipated disciplinary action.
- B. A conference shall take place before the Director or his/her designee. A Union representative, Steward, and/or non-employee representative may be present at the conference. At said conference, the evidence upon which the charges were based shall be presented, and the employee, with the assistance of his /her representative, shall be afforded a fair opportunity to be heard in opposition to the charges against him/her, including the right to present witnesses on his/her behalf.
- C. The conference will occur as soon as possible, but not sooner than twenty-four (24) hours, and not later than fifteen (15) working days when feasible, from notification provided in Part A of this section, the parties recognizing that time is of the essence in the disciplinary procedure, but that sometimes more time is required to conduct a proper investigation and shall require mutual agreement. Such agreement shall not be unreasonably denied.
- D. A written explanation of the Director's recommendation shall be issued to the employee and the Board of County Commissioners within fifteen (15) working days of said hearing. The Board of County Commissioners shall act upon the recommendation within fifteen (15) working days.

Section 11.7. In the case of an anticipated suspension or removal, the employee may be suspended with pay pending action by the Board of County Commissioners, pursuant to Section 11.6(D).

Section 11.8. Verbal reprimands which are noted in the employee's file, written warnings, and written reprimands are subject to appeal under the grievance procedure through Step 2 only. If suspension or removal is based upon prior written warning or written reprimand, and the suspension or removal is before an arbitrator, the written warning and/or written reprimand may be considered by the arbitrator as such relates to the subsequent discipline.

Section 11.9. All suspensions and removals are subject to appeal through the grievance procedure, including binding arbitration and such grievance shall be initiated at Step 3 of the grievance procedure. Appeal of a suspension or dismissal shall be from the action of the Board of County Commissioners.

Section 11.10. Any employee who reports for work unfit for duty and/or under the influence of drugs or alcohol may be sent home and will be required to use any available paid leave for the time absent. Any employee may request and be granted a one-time unpaid leave of absence for

the purpose of entering into a rehabilitation program due to chemical dependency. Sick leave, vacation, etc. may be used if the employee has the time available. Such leave shall be limited to thirty (30) days unless otherwise approved. The program shall be provided by an established medical facility. The employee shall provide the Employer with proof of completion of the program. A second offense of reporting to work under the influence of drugs or alcohol is grounds for termination.

Section 11.11. This article supersedes and replaces ORC 124.34.

ARTICLE 12 **WORK RULES**

Section 12.1. Work rules as defined in this section shall be those personnel policies, procedures and directives which regulate behavior of employees. Unless otherwise stated, personnel policies, procedures and directives which regulate behavior of employees will be in accordance with the Gallia County Personnel Policy Manual. All work rules shall be reduced to writing and applied uniformly to all employees in the bargaining unit. New or revised work rules formulated after the effective date of this Agreement shall be reduced to writing, signed by the Director or his/her designee, made available to the Union, and distributed to all bargaining unit employees seven (7) work days before implementation; unless the Director determines that immediate implementation is needed to maintain the operational functions and stability of the department, and may be, at the request of either party, a proper subject for a Labor/Management meeting. All work rules in effect on the effective date of this Agreement shall be compiled into one complete document within thirty (30) days after the effective date of this Agreement, and shall be distributed to all employees. Work rules do not include rules, manuals, policies, etc., as they relate to providing program services and processes.

Section 12.2. It is agreed and understood that the Employer should have the right to revise and/or initiate work rules. However, the Union and/or bargaining unit members may grieve work rules on the basis of:

- A. lack of uniform application of the work rules;
- B. the work rules conflict with the provisions of this Agreement; or
- C. the work rule is discriminatory as outlined in this Agreement.

Section 12.3. Work rules established are valid only to the extent they do not conflict with, modify, alter, or expand on this Agreement. Further, the reasonableness of any work rule will be subject to the grievance procedure.

Section 12.4. A copy of the work rules outlined in Section 12.1 of this article shall be provided by the Employer to all employees beginning employment with the Agency.

Section 12.5. It is understood that there may be certain procedures and common practices within the department which may be understood by the employees, but may not be in writing. Should corrective action be taken for the violation of such a procedure or practice, then the corrective action is limited to a verbal reprimand; provided, however, that repeated violations of such

procedure or practice following a verbal reprimand may be grounds for progressive corrective action.

Section 12.6. The parties recognize that the current language of this article is sufficient to overcome any duty to bargain that may otherwise flow from the case of *In the matter of SERB v. Toledo City School District Board of Education*, SERB 2001-005.

ARTICLE 13

WORK SCHEDULES

Section 13.1. The basic work week shall be forty (40) hours and the normal workday will be eight (8) hours or ten (10) hours for full-time employees.

Section 13.2. Changes in work schedules may be made to meet the operational needs of the Employer, but shall not be made arbitrarily and solely to avoid the payment of overtime. All work scheduling conflicts shall be resolved on the basis of Agency seniority.

Section 13.3. Every eight (8) hour or ten (10) hour work period shall include a one-half (.5) hour paid lunch taken between 11:00 a.m. and 2:00 p.m. except for the Christmas Eve Day holiday. In order to qualify for a paid lunch, an employee must work four (4) hours of their regular scheduled eight (8) hour work shift or five (5) hours of their regular scheduled ten (10) hour work shift.

On Christmas Eve Day, an eight (8) hour employee shall work three and one-half (3.5) hours and be paid for a one-half (0.5) hour lunch, and a ten (10) hour employee shall work four and one-half (4.5) hours and be paid for a one-half (0.5) hour lunch.

Regarding the scheduling of starting times, the Employer has the right to maintain coverage during normal works hours. The Employer can reasonably restrict the scheduling of flex-time (if applicable) of the least senior employees to provide said coverage.

In the event Management decides to change normal Agency work hours, thirty (30) calendar days' notice will be given to the employees.

Section 13.4. In the event the Agency determines the need and has the ability to utilize a flex schedule for bargaining unit employees, the Agency and the Union will meet and confer regarding options to implement the flex time.

Section 13.5. Each employee will be provided an ID Badge to enter the building and each employee must clock in when they enter the building and must clock out whenever they leave the premises for any reason, other than work-related activity. If an employee loses his/her ID Badge, the employee must notify their supervisor or the Director immediately for security purposes.

There shall be a reasonable location for employees to clock in and to clock out. The biometric scanner/reader shall be the primary device for clocking the number of hours actually worked by an employee each day. Employees assigned to off site work locations will not be required to clock-in/out but will be required to report in/out in the same manner by calling their supervisor

(following the chain of command) so that the supervisor can document the in/out time for payroll processing. In such a situation, not calling in is the same as not clocking in.

Section 13.6. All employees who fail to report for duty at their regular designated time shall account for the appropriate tardiness; that is, request to take leave as stated within this Agreement. The incident may result in a loss of pay and/or discipline, if leave without pay is taken. Excessive tardiness or pattern tardiness and absenteeism shall be grounds for disciplinary action.

No docking of pay will occur nor leave usage be required until an employee is more than seven (7) minutes late; provided, however, that corrective action may be taken against an employee for abuse of this grace period. No overtime or compensatory time will be paid or credited until an employee works at least seven (7) minutes before or after his/her regular shift.

Section 13.7. A thirty (30) minute meal period, with pay, during which the employee is available as may be necessary, shall be provided to employees working more than four (4) hours beyond their regular shift.

Section 13.8. The Employer expects all employees to take reasonable steps to limit interruptions while interviewing a client. However, no steps will completely eliminate interruptions other than seclusion which is not permitted. Management may interrupt the worker in any emergency situation. Employees shall put cell phones on vibrate and will not accept or participate in personal calls, texts, etc., during an interview with a client.

Section 13.9. It is not the Agency's intent to contract to the harm or detriment of its employees. However, the Agency reserves the right to contract for the goods and services to the extent not inconsistent with applicable law.

Section 13.10. Management level employee(s) shall not do bargaining unit work in order to displace a bargaining unit employee. However, layoff or job abolishment, or fill-in due to absences, shall not be considered displacement in the application of this article.

Section 13.11. No client shall be permitted to operate the computer systems if doing so constitutes performing bargaining unit work.

Section 13.12. The Employer's use of temporary employees, interns or program participants shall not result in layoff, reduction of hours, reduction of pay, or prevent the recall of laid off bargaining unit employees.

Section 13.13. This article supersedes and replaces R.C. 124.18.

ARTICLE 14 **OVERTIME**

Section 14.1. All bargaining unit employees must be paid time and one-half for all hours worked in excess of forty (40) hours per week. The Employer will determine when overtime is necessary to meet the operational demands of the Agency. The Agency shall designate whether

overtime is offered as compensatory time or payment in cash prior to offering the overtime. Employees shall obtain advance approval of the Employer before working any overtime.

Section 14.2. The Employer shall equalize bargaining unit overtime opportunities among full-time employees who normally perform the work that is being assigned for overtime.

Section 14.3. Where there are allegations of errors in the distribution of overtime opportunities, the employer will be given the opportunity to correct the alleged error by granting the next opportunity for overtime to the employee who has not received equal overtime.

Section 14.4. There shall be no mandatory overtime for employees in the bargaining unit except where necessary to fulfill operational requirements, at the discretion of the Director or designee. The employee considered by the Director or designee to be qualified and capable shall be required to work the overtime.

Section 14.5. For the purpose of calculating overtime, any time spent in paid status, such as sick leave, holidays, vacation, etc., shall not be counted as hours worked during the work week.

Section 14.6. Compensatory time is to be used by the employee within fourteen (14) days of it being earned by giving notice to his immediate supervisor. Compensatory time not used within fourteen (14) days shall be converted to vacation leave as of the first pay period of the month following the month in which the compensatory time was earned.

An employee who has already clocked/scanned into work may request compensatory time in fifteen (15) minute increments for use later during that same workday. Such requests will be granted unless to do so would impair the ability of the work unit to maintain coverage and deliver service to the public. All other compensatory time requests shall be in minimum increments of one (1) hour, and must be approved, in writing, by the employee's immediate supervisor; or, in the absence of that supervisor, a designee of the director. Such approval will not be unreasonably withheld; however, no compensatory time shall ever be permitted to compromise the delivery of services to the public in a timely manner.

Compensatory time off will not be approved in any classification in which two (2) or more employees are employed if such approval will result in coverage dropping below the greater of thirty-five percent (35%) within the classification or the number of employees within the classification deemed necessary to meet the operational needs of the Agency unless appropriate back-up is available to assure the necessary coverage is met.

Section 14.7. Employees shall be paid an equivalent of their normal work hours for each day spent on County business, or at lectures, meetings, training programs, and similar activities designed to assist the employee in performing the employee's current job more effectively and as required by the Employer.

Section 14.8. This article supersedes and replaces ORC 124.18 and 4111.03.

ARTICLE 15
PROBATIONARY PERIOD AND PERFORMANCE EVALUATIONS

Section 15.1. All full-time and part-time employees shall serve a probationary period of one (1) year in length, beginning from the date of hire. At any time during the probationary period the Agency may terminate employment without appeal by either the employee or the Union.

Section 15.2. Probationary evaluations shall be given every three (3) months of the employee's probationary period, and a final evaluation no later than ten (10) days prior to completion of the probationary period. Evaluations shall be made by the direct supervisor in conference with the employee. The supervisor shall notify the employee of the time and place of the evaluation interview and its purpose at least twenty-four (24) hours in advance of the meeting unless otherwise mutually agreed.

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

Evaluation Process:

The supervisor(s) shall meet with the employee to discuss the evaluation.

The evaluation meeting shall be conducted as follows.

- A. The supervisor and the employee shall review the goals that were agreed upon during the last evaluation interview (if applicable) and summarize the progress that has been made in each area.
- B. The supervisor shall discuss the specific strengths and weaknesses and provide some indication of what each judgment (rating) is based upon.
- C. Areas of disagreement, that are not settled as part of the meeting may be clearly identified by the employee within the employee's comments section of the evaluation before the evaluation is finalized.
- D. Upon completion of the evaluation meeting, the employee shall sign the evaluation form and will be provided a copy of said form, at that time.

The employee may, upon written notice as to why, request a review of his/her final evaluation with the Director, or in his/her absence, a designated representative, if the employee's opinion of his/her job performance does not concur with that of the supervisor.

Section 15.3. Should any person change in any way an employee's evaluation, including making additions or deletions of any kind, after the employee has signed the evaluation form, such evaluation shall, for all purposes, be null and void, and will be immediately removed from the employee's personnel file.

Section 15.4. The employee's signature on any performance evaluation shall be viewed by the parties only as a representation that he/she reviewed the evaluation: it shall not be viewed as the employee's agreement, but rather acknowledgment that the employee reviewed the evaluation.

Section 15.5. The Employer will not be required to conduct annual performance evaluations for non-probationary employees, but may conduct performance consultations and/or evaluations to constructively advise an employee of his/her strengths and deficiencies in meeting performance expectations.

Section 15.6. The employer may revise or amend the performance evaluation form at any time during the term of this Agreement.

Section 15.7. This article supersedes and replaces ORC Section 124.27.

ARTICLE 16

LABOR/MANAGEMENT MEETINGS

Section 16.1. In the interest of effective communications, once every quarter, on a mutually agreeable day and time, the parties will meet to discuss issues affecting bargaining unit employees if such a meeting is requested by either party. Further, it is agreed by both parties that additional meeting may be held as often as is mutually agreed necessary. Concise agendas will be exchanged by both parties at least five (5) working days in advance of the scheduled meeting unless the scheduling of the meeting does not permit enough time for the advance exchange of agendas. Lists of agenda items may not include catch-all categories or open-ended descriptions of topics. For example, such list may not include "other issues as needed."

Section 16.2. The purpose of such meetings shall be limited to:

- A. discuss the administration of this Agreement;
- B. notify the Union of any changes made or contemplated by the Employer which affect bargaining unit employees;
- C. discuss grievances which have not been processed beyond the final Step of the grievance procedure when such discussions are mutually agreed to by the parties;
- D. disseminate general information of interest to the parties;
- E. give the Union representative the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;
- F. discuss ways to increase productivity and improve efficiency; and
- G. consider and discuss health and safety matters relating to employees.

Section 16.3. There shall be no more than four (4) representatives for each party in attendance at the Labor/Management meetings.

Labor/Management meetings are viewed by the parties as necessary to the furtherance of this Agreement, and employees representing the Union involved in these activities shall be given sufficient time during duty hours without loss of pay or benefits to perform these functions if the meeting is mutually scheduled during work time.

ARTICLE 17 **NON-EMPLOYEE VISITATIONS**

Section 17.1. The Employer agrees that accredited non-employee representatives of the Union shall be admitted to the premises of the Employer upon verbal notification to the Director twenty-four (24) hours in advance. Such visitations shall be limited to attendance at Labor/Management meetings as outlined in Article 16, and as authorized by the grievance procedure as outlined in Article 9.

Section 17.2. In addition, the Employer agrees that accredited non-employee representatives of the Union shall be admitted to the premises of the Employer at any time with written notification to the Director or his/her designated representative forty-eight (48) hours in advance.

Section 17.3. The number of accredited non-employee representatives during any one (1) visit to the premises of the Employer shall be limited to a maximum of two (2) unless a larger number is mutually agreed upon.

Section 17.4. The Union agrees that no official of the Union (employee or non-employee) shall interfere, interrupt, or disrupt the normal work duties of other employees without approval of the employee's supervisor to conduct Union business.

ARTICLE 18 **LAYOFFS AND ABOLISHMENT OF POSITION**

Section 18.1. Should there be a reduction in the bargaining unit, the Agency shall abolish bargaining unit positions and/or layoff bargaining unit employees in accordance with this article, which will supersede those provisions in Ohio Revised Code Chapter 124 which are in conflict with this article.

Section 18.2. If the Agency determines that a layoff shall occur, the Agency will give the Union thirty (30) calendar days' notice and meet with the Union to discuss ways to avoid layoffs, unless an emergency situation exists requiring the notice in less time. The Agency and Union may choose to conduct a paper layoff in an effort to expedite the layoff process by mutual agreement.

Layoffs within the Agency will be by classification and according to inverse order of Agency seniority within the classification of the affected layoff.

If two or more employees with the same amount of seniority are to be laid off, they shall be ranked by the last four (4) digits of their social security number. The employee with the highest numbers shall be laid off first.

Section 18.3. The Agency will first layoff all part time, intermittent, casual, and seasonal employees who are performing duties of the classification from which the Employer will lay off.

Section 18.4. The laid off employee may exercise bumping rights to the next lower classification in the classification series. The employees of the next lower classification shall be ranked according to their Agency seniority, with the employee with the least Agency seniority being ranked first, and so on. The laid off employee exercising his/her bumping rights shall displace the highest ranked (lowest number) employee in the next lower classification which has less Agency seniority than the laid off employee.

If the laid off employee does not have sufficient Agency seniority to displace any employee in the next lower classification, as prescribed above, the employee will proceed to the next lower classification until he/she displaces someone or exhausts all classifications in the classification series. Once a laid off employee has exhausted his/her displacement rights in his/her classification series, he/she will be able to displace the least senior full-time Agency employee outside his/her classification series in a position in which said employee is qualified and capable, and the least senior Agency employee will be laid off unless there is a less senior part-time employee in a position for which the full-time employee is qualified and capable. Effective January 1, 2021, once a laid off employee has exhausted his/her displacement rights in his/her classification series, he/she will be able to displace the least senior full-time Agency employee in a classification assigned to the equivalent or a lower pay range which is outside the laid off employees classification series in a position in which said employee is qualified and capable, and the least senior Agency employee will be laid off unless there is a less senior part-time employee in a position for which the full-time employee is qualified and capable. In such event, the least senior full-time employee may displace the part-time employee and the part-time employee shall be terminated from employment.

An employee who has been demoted within two (2) years prior to the date of the layoff may not displace an employee in the classification from which the employee was demoted.

A laid off employee will be placed on the layoff recall list and shall have recall rights for a period of six (6) months from the effective date of the layoff and return rights for a period of two (2) years from the effective date of layoff.

If an open position occurs within six (6) months of the effective date of the layoff in the classification from which the employee was originally laid off, the employee with the most Agency seniority on the layoff recall list for that classification will be recalled and placed in the open position. A recalled employee will receive the same level of pay and benefits and seniority rights as if he/she was employed during the time of the layoff. If two or more employees of equal seniority are laid off from the same classification and have recall rights, the employees shall be listed by the last four (4) numbers of their social security number, with the one having the smallest four numbers being recalled first.

An open position that occurs in a classification in which there were no layoffs or that occurs more than six (6) months after the effective date of layoffs shall be considered a vacancy and shall be filled in accordance with Article 10. An employee on the layoff recall list shall be considered for a vacancy in accordance with Article 10. An employee who is returned to employment from the layoff recall list pursuant to Article 10 shall be credited with the Agency seniority the employee possessed on the effective date of the employee's layoff and shall receive the minimum hourly rate for the position in which the employee is returned.

Section 18.5. The Agency may permanently delete or abolish a position. A position that is continuously vacant for twelve (12) months shall be automatically abolished and no notice of the abolishment shall be provided to the Union.

The Agency will give the Union thirty (30) days' notice of an anticipated job abolishment of a position that has been vacant for less than twelve (12) months or is currently filled and will meet with the Union to discuss ways to avoid a job abolishment, unless an emergency situation exists requiring the notice to be in less time.

The person whose job is abolished will be laid off. Thereafter, Section 18.4 of this article shall govern the layoff and displacement process and procedure.

Section 18.6. An employee who is to be laid off or whose job is to be abolished will be given fourteen (14) days' notice of such action, unless an emergency exists requiring the notice to be in less time.

Section 18.7. Bumping rights and recall rights, as set forth in this article, shall be extended only to those employees who are full-time, as defined in this Agreement.

ARTICLE 19 **PERSONNEL RECORDS**

Section 19.1. It is recognized by the parties that the Employer may prescribe regulations for the custody, use and preservation of the records, papers, books, documents, and property pertaining to an individual's employment with the Agency, henceforth to be known as the "Personnel File." However, upon written request to the Director, and within a reasonable period of time as determined by the Director, each member of the bargaining unit shall be granted full access to his/her personnel file with the exception of his/her references for initial employment. A written request may be submitted by email.

Section 19.2. If an employee, upon examining his/her personnel file, has a reason to believe that there are inaccuracies in those documents contained therein, the employee may write a memorandum to the Director explaining the alleged inaccuracy. If, upon investigation, the Director sustains the employee's allegation, he/she shall remove the inaccurate material from the personnel file or correct the inaccuracy. If such material is not inaccurate, but the employee feels that clarification of the circumstances surrounding the writing of such material is necessary, the employee may submit to the Director a written clarifying or explanatory memorandum. The Director will arrange to have such memorandum attached to the material to which it is directed and placed in the employee's personnel file, unless it is scurrilous or slanderous.

Section 19.3. If an Employee's personnel records are requested, the Employer shall adhere to the mandates of the Ohio Public Records Act, ORC Chapter 149. In situations where an Employee's personnel file has been requested, the Employer will attempt, if feasible, to notify the Employee of said request prior to release.

If notification has not been given prior to release, the Employer will notify the Employee in a reasonable period of time that such request has been made and the personnel records have been released.

Section 19.4. Personnel files shall contain the following:

1. Name, permanent address, current address, phone number, and name of person to notify in case of emergency;
2. Job description, title, and classification. A copy of this information shall be given to each employee upon being hired or reclassified;
3. Record of permanent or temporary certification or required license and verification of educational degree, where applicable;
4. Copies of all personnel action forms;
5. Performance evaluations and consultations signed by the employee and/or that the employee has had the opportunity to review and sign;
6. Statements of performance in any given particular cases (*i.e.*, letters of commendation, job performance, etc.);
7. Corrective action orders;
8. References for initial employment;
9. Receipts concerning policies or work rules;
10. Record of training attended; and
11. Other records required by federal or state law or regulations.

NO OTHER MATERIAL, OTHER THAN THOSE ITEMS STATED IN THIS SECTION, SHALL BE CONTAINED IN AN EMPLOYEE'S PERSONNEL FILE WITHOUT THE CONSENT OF THE EMPLOYEE.

Section 19.5. The employee personnel file shall constitute the only documentation to be used by the Employer and/or agents of the Employer concerning the employee within the context of this Agreement. No other records shall be kept concerning employees except:

- payroll records
- leave request forms
- time sheets
- medical records (per the ADA)
- grievance, arbitration, and SERB hearing records
- supervisor notes used to constructively improve employees work performance and to track approve employee leave
- records necessary to document nondiscrimination in the context of EEO reports or in the defense against administrative charges
- any other documents or records required by law

Section 19.6. The Employer will maintain a separate file system for client complaint letters. Employees shall have access to review these files upon request.

In the event the Agency conducts an investigation of a client complaint letter that could result in corrective action, the employee shall be informed of the letter. Client complaint letters shall not be used as the basis for disciplinary action but may serve as the basis for the initiation for an investigation, and may be offered as evidence in disciplinary and arbitration proceedings.

ARTICLE 20 **SAFETY AND WELFARE**

Section 20.1. The Employer shall make reasonable provisions for the safety, health and welfare of its employees, and agrees to comply with all applicable federal and state laws and regulations relating to the health and safety of its employees. The Union agrees to work cooperatively in maintaining safety in the Department of Job and Family Services. It is the duty of each employee to immediately notify management of any work-related illness or injury. The employer shall investigate all reports of unsafe conditions or equipment as soon as practical.

Section 20.2. The employees accept the responsibility to properly use and care for tools, equipment, and work areas in a safe and proper manner and accept the responsibility to follow all safety rules and safe working methods established by the Employer. Employees are required to wear and/or utilize safety equipment for the purpose for which it was provided. Failure or refusal by an employee to wear and/or utilize such equipment at all appropriate times may be grounds for discipline. Any known unsafe working conditions shall be reported by the employee to a representative of the Employer as soon as practical.

Section 20.3. In order to maintain and improve effective health and safety conditions, it is agreed that these issues are proper subjects for Labor/Management meetings as provided for in Article 16. Appropriate to these discussions are the review of problems concerning health and

safety, recommendations regarding accident prevention programs, first aid training, dissemination of information received by either party regarding health and safety issues, training in dealing with potentially dangerous clients, and protection against contracting communicable diseases.

Section 20.4. The Employer shall establish a Safety Team, consisting of one (1) bargaining unit employee appointed by the Union and one (1) employee appointed by the Director. Union Stewards and the Agency Director may not be appointed to the Safety Team. Said Safety Team shall monitor all items and conditions relating to the health and safety of all employees. The Team shall meet and report to the Director when a problem has been determined to exist. The Team shall work with the Director to arrive at a quick and proper solution to the problem at hand. Any time spent working as a member of the Safety Team shall be time without loss of pay, not to exceed one (1) hour per month, for any bargaining unit employee, excluding meeting time with the Director.

In addition, the Safety Team shall be responsible for organizing and presenting, upon directive and/or approval of the Director, all safety seminars, training, or any other education activity relating to the health, safety, and welfare of all Agency employees. The Director may authorize additional time (beyond the one hour) without loss of pay for Safety Team members to organize and present safety matters authorized by the Director. The Safety Team shall meet with the Director or his representative on a regular basis to discuss any concerns that either party may have concerning any additional safety or health issues, and to arrange dates to be set for training and educational courses relating to the health and safety of the employees.

ARTICLE 21

NOTIFICATION OF ABSENCE

Section 21.1. An employee who is unable to report to work shall be responsible for speaking with his/her immediate supervisor or other management personnel as designated, within one-half (.5) hour after the time the employee is scheduled to report to work, with the reason for the absence and the type of leave requested, if any. Employees absent and not on an approved leave may be subject to pay deduction and/or corrective action. Approval of leave does not mean paid leave is available. Each employee is responsible for knowing if they have sufficient paid leave to take when they call in. In the event of an error, prior to the processing of payroll, the employee will be given an opportunity to use available time from another category to make up the difference due to the error. The employee must also inform management of any known appointments scheduled on the date(s) of said absence.

Employees are responsible for calling in every day of an unscheduled absence, unless other arrangements are made with the Director and/or designee. If the employee knows in advance that he/she will be absent, the employee must request appropriate leave accordingly. Unreported absences of three (3) consecutive days may subject the employee to disciplinary actions up to and including discharge.

Notification of supervisor/management personnel shall be accomplished by the employee calling his/her immediate supervisor and/or leaving a voicemail message if the supervisor does not answer the call. If the employee's immediate supervisor does not answer, the employee shall

follow this procedure with each Agency supervisor and the Agency Director until a supervisor or the Director answers the employee's call or each supervisor/Director has been left a voicemail message, whichever first occurs. The Agency may set up a voicemail process to report unscheduled absences.

ARTICLE 22
SICK LEAVE/BEREAVEMENT LEAVE

Section 22.1. All employees shall earn sick leave credit at the rate of four and six-tenths (4.6) hours for each eighty (80) hours of completed service. Part-time employees accrue sick leave on a proportionate basis to the hours paid each pay period. Employees may use sick leave with the approval of the Director or designee utilizing the Employer designated process, (electronic process if available). Sick leave may be used by the employee for the following reasons:

1. Illness, injury, or pregnancy-related medical condition of the employee;
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of the other employees;
3. Examination of the employee, including medical, psychological, dental, or optical examination by an appropriate practitioner;
4. Death of a member of the employee's immediate family. Such usage shall be limited to a reasonably necessary time, not to exceed five (5) days;
5. Illness, injury, or pregnancy-related medical condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;
6. Examination, including medical, psychological, dental or optical examination of a member of the employee's immediate family by an appropriate practitioner where the employee's presence is necessary; or
7. Death of a member of the employee's secondary family. Such usage shall be limited to a reasonably necessary time, not to exceed two (2) days.

Immediate family is defined as: grandparents, step-grandparents, grandparents-in-law, step-grandparents-in-law, siblings, siblings-in-law, step-siblings, step-siblings-in-law, children-in-law, step-children-in-law, parents, step-parents, parents-in-law, step-parents-in-law, spouse, registered significant other, children, step-children, grandchildren, step-grandchildren, foster child or legal guardian.

Secondary family is defined as: aunts, uncles, nieces, nephews, and someone standing in the place of a parent or spouse.

The employer maintains the right to investigate any employee's absence.

An employee must register a significant other with the Agency. In order to register a significant other, written evidence of two years of shared financial responsibility or shared living arrangements, or an engagement must be provided to the Agency.

Section 22.2. Unused sick leave shall be cumulative without limit. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his/her credit upon his/her re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. An employee who transfers from one public agency to another shall be credited with the unused balance of his/her accumulated sick leave up to a maximum of the sick leave accumulation permitted in the public agency to which the employee transfers.

The Director may require an employee to furnish a satisfactory written, signed statement from a licensed physician to justify the use of sick leave. If medical attention is required, a certificate stating the nature of the illness from a licensed physician may be required to justify the use of sick leave. An employee who fraudulently obtains sick leave, or anyone found falsifying sick leave records, shall be subject to disciplinary action up to and including termination.

If sick leave in excess of one-half (0.5) hour is requested by an employee who has clocked/scanned in (reported) to work, and the absence would result in coverage in a classification dropping below the greater of thirty-five percent (35%) within the classification or the number of employees within the classification deemed necessary to meet the operational needs of the Agency, the employee must provide a written, signed statement from a licensed physician to justify the use of sick leave.

Vacation leave may be substituted for sick leave purposes, at the employee's request and the approval of the Director or designee, after sick leave is exhausted.

Section 22.3. Use of sick leave shall be in increments of not less than one-fourth (1/4) of an hour.

Section 22.4. Upon retirement of an active employee or an employee on approved leave, the employee will be paid for one-fourth (25%) of his /her accumulated sick leave time, up to a maximum of 360 hours, payable at the employee's last regular hourly rate of pay actually drawn.

In the event of the death of an active employee or an employee on approved leave, one-fourth (25%) of the accumulated sick leave up to a maximum of 360 hours, shall be paid to the surviving spouse or to the estate of the employee, if there is no surviving spouse.

Section 22.5. Bereavement Leave: In the unfortunate event that a death occurs in an employee's immediate family, the employee will be given one (1) day off with pay.

Section 22.6. This article supersedes and replaces R.C. 124.38, R.C. 124.39, and 124.391.

ARTICLE 23
SICK AND VACATION STATEMENTS

Section 23.1. The Employer will provide biweekly statements of sick and vacation accruals and sick and vacation usage. If the County Auditor should discontinue this service, the Employer and the Union will reopen only this article for negotiation. The sick and vacation leave balance statements currently provided by the County Auditor are one pay period behind actual usage.

ARTICLE 24
UNION LITERATURE AND BULLETIN BOARDS

Section 24.1. The Union shall have the right to distribute Union literature on the premises of the Employer, provided it does not interfere with the operational requirements of the Agency.

Section 24.2. The Union shall furnish one (1) lockable bulletin board, not to exceed 2' by 3', for use by the Union to be placed at a mutually-agreed-upon location for the posting of Union literature listed in Section 24.3. All material shall be posted by the Chief Steward, his/her designee or any Local Union Officer. Such literature shall not be posted at any other location on Agency premises.

Section 24.3. The Union agrees that all literature shall be limited to the following:

1. Union social and recreational affairs;
2. notice of Union meetings;
3. notice of Union elections and appointments;
4. results of Union elections;
5. reports of any nonpolitical standing committees of the Union;
6. Union newsletters and informational leaflets; and
7. nonpolitical publications, rulings, or policies of the Union.

All other literature not covered in 1 through 7 above must receive prior approval of the Director or his designee.

It is understood that no material posted shall contain anything libelous, scandalous, scurrilous, political or identifying non-membership. In addition, no material will be posted which contains attacks upon any employee or official of the County.

Section 24.4. Any allegations of Union abuse of the bulletin boards shall be subject to discussion at the next Labor/Management meeting.

ARTICLE 25
PUBLICATION OF CONTRACTS

Section 25.1. The Union shall be responsible for providing copies of the contract to the members of the bargaining unit at the Union's expense.

ARTICLE 26
TIME IN TRANSIT

Section 26.1. Employees who are required to report to a work location other than that to which he/she is regularly assigned and employees attending mandatory workshops or seminars shall be paid for time in transit, which shall include time other than normal work hours if the employee is traveling by motor vehicle.

Section 26.2. Employees who attend non-mandatory workshops or seminars shall be paid for time in transit during normal hours. Time in transit other than during normal hours shall be paid only if previously approved in writing by the Director or Assistant Director.

ARTICLE 27
EMERGENCY OFFICE CLOSURES

Section 27.1. When the Gallia County Sheriff or the County Commissioners declares an emergency, employees regularly scheduled to work that day who report to work will be paid for the number of hours worked and will be compensated with administrative leave for the remaining number of hours for which they were scheduled but did not work, as long as the emergency necessitates the closure of the Gallia County Department of Job and Family Services ("emergency office closure"). Employees who do not report to work and do not call off work during an emergency office closure shall be charged personal or vacation time for the number of hours for which they were scheduled. Employees who were on approved personal, sick leave or vacation leave, or who request personal, sick or vacation leave through the call off procedure during an emergency office closure will be charged such personal, sick or vacation hours for the day. An employee who does not report to work may not request cancellation of an approved leave request for the day once the emergency office closure has been announced.

Section 27.2. The Employer may provide a recording which can be phoned by employees during emergency situations, to determine Agency operations.

Section 27.3. In the event it becomes necessary for employees to report to work to assist in the operation of the Agency while the Agency is closed due to an emergency, those employee's will be paid at time and one-half (1½) rate.

Section 27.4. "Essential personnel," as determined by the Director, may be required to perform duties during an emergency. Such "essential personnel" will be issued identification signed by the Director and the County Sheriff, authorizing them to travel upon the county's highways during a Level 3 weather emergency.

ARTICLE 28
NO STRIKE/NO LOCKOUT PLEDGE

Section 28.1. No bargaining unit member shall strike during the term or extended term of this Collective Bargaining Agreement or during the pendency of the settlement procedures set forth in Section 4117.14 of the Ohio Revised Code.

The term "strike" means concerted action in failing to report to duty, willful absence from one's position, stoppage of work, slowdown, or absence in whole or in part from the full, faithful, and proper performance of the duties of the employment for the purpose of inducing, influencing, or coercing a change in wages, hours, terms, or other conditions of employment.

Section 28.2. The Employer agrees that neither its agents nor representatives, individually or collectively, will authorize, instigate, cause, aid, or condone any lockout of members of the bargaining unit.

ARTICLE 29
VACATIONS

Section 29.1. All full-time employees shall earn vacation leave based on years of service with the Gallia County Department of Job and Family Services. Credit will be given for any prior service credited under Public Employees Retirement System (PERS). It is the employee's responsibility to obtain and provide PERS verification of such prior service in order to be given credit for such prior service. Accumulation shall be as follows:

Less than 8 years of continuous service	80 hours
8 years of service, but less than 15 years	120 hours
15 years of service, but less than 25 years	160 hours
25 years or more of service	200 hours

Forty (40) hours of vacation time will be added to each employee's accumulated vacation time upon completion of 8, 15, and 25 years of service.

Section 29.2. Vacation is credited each biweekly pay period at the rate of 3.1 hours per pay period for those entitled to 80 hours of vacation per year; at 4.6 hours for those entitled to 120 hours per year; at 6.2 hours for those entitled to 160 hours per year; at 7.7 hours for those entitled to 200 hours per year. Full-time employees who are in active pay status in a biweekly pay period for less than eighty (80) hours shall accrue vacation during that pay period that bears the same ratio to the number of hours in Section 29.1 as their number of hours in active pay status, excluding overtime hours, bears to eighty (80) hours. Employees shall be eligible to use vacation leave after one (1) year of continuous employment with the Agency. For purposes of this section, continuous employment with the Agency is measured from an employee's most recent date of hire and includes an employee who has not had a break in pay lasting more than six (6) months. The ratio between the hours worked and vacation hours awarded to a part-time

employee shall be the same as the ratio between the hours worked and the vacation hours earned by a full-time employee. An employee who has retired in accordance with the provisions of PERS or any retirement plan offered by the state, and who is subsequently hired, shall not have his or her prior public service counted as continuous service for the purposes of computing vacation leave.

Section 29.3. Vacation is cumulative to a maximum of that earned in one (1) year of service as of December 31 of each year. Accrued vacation time in excess of one (1) year maximum accrual shall be deleted from the employees vacation leave balance effective the last check date of the calendar year. After one (1) year of continuous employment with the Agency, accumulated vacation time shall be paid in full upon termination of employment.

Section 29.4.

- A. An employee who has already clocked/scanned into work may request vacation in fifteen (15) minute increments for use later during that same workday. Such requests will be granted unless to do so would impair the ability of the work unit to maintain coverage and deliver service to the public.
- B. All other vacation requests shall be in minimum increments of one (1) hour, and must be approved, in writing, by the employee's immediate supervisor; or, in the absence of that supervisor, a designee of the director. Such approval will not be unreasonably withheld; however, no vacation shall ever be permitted to compromise the delivery of services to the public in a timely manner.
- C. Vacation leave will not be approved in any classification in which two (2) or more employees are employed if such approval will result in coverage dropping below the greater of thirty-five percent (35%) within the classification or the number of employees within the classification deemed necessary to meet the operational needs of the Agency unless appropriate back-up is available to assure the necessary coverage is met.
- D. In considering vacation requests, the agency shall review and approve, if applicable, vacation requests on a first-come/first-served basis. Vacation requests may not be submitted more than twelve (12) months prior to the beginning date of the requested time off.
- E. This article supersedes and replaces R.C. 124.13, 9.44, and 325.19.

ARTICLE 30
HOLIDAYS

Section 30.1. All full-time and part time employees will be paid the equivalent of their normal work hours for the following holidays:

New Year's Day
Martin Luther King Jr. Day
Presidents' Day

Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day After Thanksgiving Day (will only be observed in the event the Agency is working
five (5) days/eight (8) hours daily)
Christmas Eve Day (one-half [.5] day)
Christmas Day

Section 30.2. If Christmas falls on a Sunday or Monday, the preceding Friday will be observed as Christmas Eve. If Christmas falls on Saturday, then Christmas Eve will be observed on Thursday. If any holiday falls on a Saturday, the preceding Friday will be observed as the holiday. If the holiday falls on a Sunday, the following Monday will be observed.

If working a 4-10 schedule and Christmas falls on a Sunday or Monday, the preceding Thursday will be observed as Christmas Eve. If Christmas falls on Saturday, the Christmas Eve will be observed on Wednesday and Christmas observed on Thursday. If any holiday falls on a Sunday, the following Monday will be observed.

Section 30.3. This article supercedes and replaces ORC 124.19 and 325.19.

ARTICLE 31 **INSURANCE**

Section 31.1. Health insurance benefits shall be available for all employees pursuant to the County health insurance benefit plan, as adopted and accepted by the County Commissioners for all affected County employees. The terms, benefits, and conditions of the insurance benefits, unless otherwise set forth in this article, shall be according to the County benefit plan.

Section 31.2. Each employee shall pay the employee premium for single or family coverage, as determined by the County Commissioners, through payroll deduction. The same dollar amounts paid by other non-unionized county employees shall be the amount paid by employees under this Agreement, subject to the limitation in Section 31.3.

Section 31.3. In no event, during the life of this Agreement, shall any employee's premium share cost exceed 15% for the elected coverage for a family plan or 12.5% for a single plan.

Section 31.4. Upon the occurrence of a change in the benefit plan or an increase in the employee premiums according to the County plan, the Union will be notified of such changes prior to the date of implementation of the change.

Any employee electing not to be covered under the County insurance benefit plan will be paid a buyout equal to the buyout amount and subject to the buyout procedures and conditions, if any, adopted by the Gallia County Commissioners for non-unionized county employees from time to time during the duration of this Agreement.

To be eligible for the buyout, the employee must have health benefits available from another source and otherwise qualify under the County benefit plan and buyout policy.

ARTICLE 32

DISABILITY PROGRAM

Section 32.1. If an Employee becomes disabled and is unable to work, the employee shall provide the Employer with a doctor's statement. At that time, the employee may elect to take a disability leave of absence. The Employer may, at that time, require that the employee undergo a confirmatory medical examination prior to granting or denying the disability leave request. All time spent in receiving said confirmatory medical examination shall be considered employed time, and said employee shall receive all contractual benefits, including but not limited to, meal and travel reimbursement and overtime for all hours outside of the normal workday.

An employee granted a disability leave of absence shall be required to use all available sick leave until such sick leave is exhausted. After the employee has exhausted all available sick leave, the employee shall utilize all other forms of paid leave. Such period of absence will not exceed six (6) months in total for a full-time employee or three (3) months in total for a part-time employee. During the time the employee is on Disability Leave, the employee shall not accrue any paid leave time.

If the full-time employee fails to return within the six (6) months and continues to be disabled, then he/she will be placed on the Agency layoff list with return rights for a period of one (1) year from the date of placement on the layoff list. If the individual applies for a vacancy, she/he will be considered for the vacancy in accordance with Section 10. 4(A)-(B).

Where the reason for the disability leave constitutes a qualifying reason for leave as defined in the "Family and Medical Leave Act" (FMLA), time off under this article shall run concurrently with any entitlement to FMLA.

Section 32.2. As a point of clarification, an employee can use disability leave for any qualifying reason for leave as defined in the Family and Medical Leave Act.

Section 32.3. Upon the employee giving notice of returning to work from disability leave of absence, or when an employee is considered for return to work from the Agency layoff list, the employee shall provide the Employer with a physician's statement of the employee's ability to return to work. In either situation, the Employer may also require the employee to submit to a physical evaluation by a physician selected by the Employer at the Employer's expense.

Section 32.4. If an employee does not return to work by the end of the one (1) year on the layoff list, then the employee has waived his/her return rights to reinstatement.

Section 32.5. The Employer agrees to pay, on behalf of current employees, for a period of up to three (3) months while on approved disability leave, the Employer's share of health insurance, if the employee elects to continue health insurance coverage and all of the following conditions are met:

1. the employee has worked at least 1040 hours for the Agency in the previous twelve (12) month period;
2. the employee has used all available paid leave; and
3. the employee timely pays the employee's monthly share of health insurance as determined by the Gallia County Auditor.

ARTICLE 33 **PERSONAL LEAVE**

Section 33.1. Each employee currently employed as of January 1 will be entitled to three (3) days of personal leave on that date. Employees hired after January 1, but prior to April 30 of any year during the life of this contract shall be entitled to two (2) days of personal leave. Employees hired after May 1, but prior to August 31 of any year during the life of this contract shall be entitled to one (1) day of personal leave. Employees hired on or after September 1, but prior to December 31 of any year during the life of this contract, shall receive no personal leave during the first year of employment.

Personal leave must be taken in increments of one-half day or a full day. An employee shall not be entitled to a one-half hour paid lunch on a day personal leave is taken. Personal leave will not be cumulative from year to year. Personal leave shall be taken at the discretion of the employee, subject to refusal by the Director, or his designated representative, if the personal leave affects the ability of the department to provide its normal and necessary services and operations. The employee will be paid at his/her ordinary rate of pay for the period of personal leave. Personal days are not paid upon retirement or upon separation from employment.

Section 33.2. Personal days will not be approved in any classification in which two (2) or more employees are employed if such approval will result in coverage dropping below the greater of thirty-five percent (35%) within the classification or the number of employees within the classification deemed necessary to meet the operational needs of the Agency unless appropriate back-up is available to assure the necessary coverage is met.

ARTICLE 34 **WAGES**

Section 34.1. Each employee will pay the full amount of the required employee contribution to PERS and the Employer will pay the full amount of the required employer contribution to PERS, as provided in the Ohio Revised Code.

Section 34.2. All bargaining unit employees who are employed as of the effective date of this Agreement shall receive a one-time lump sum wage supplement of \$2,080.00 on September 28, 2018. Except as provided in Section 34.3, each bargaining unit employee shall receive the following pay increases effective the first full pay period in October of each of the following years:

- 2018: \$0.50 per hour;
- 2019: \$0.40 per hour;
- 2020: \$0.30 per hour

Section 34.3. A new hire into the bargaining unit is not eligible to receive an hourly wage increase as provided in Section 34.2 during the first year of employment in the bargaining unit, measured from the date of hire into the bargaining unit. Upon successful completion of the first year of employment, the employee shall receive an hourly rate increase equal to one-half of any across-the-board hourly increase received by the members of the bargaining unit during the employee's first year of employment, as provided in Section 34.2. The hourly increase shall be effective the first full pay period following the employee's one-year anniversary date.

Section 34.4. The pay ranges set forth in Appendix A shall govern the pay of bargaining unit employees during the term of this Agreement. A new hire shall be assigned an hourly rate of pay within the pay range established for the employee's classification as set forth in Appendix A.

Section 34.5. If an employee receives a promotion, the employee shall receive the greater of: (1) a pay increase of four percent (4%) over his/her current hourly rate of pay not to exceed the maximum hourly rate of the new pay range, or (2) an increase to the minimum hourly rate of the new pay range.

Section 34.6. If an employee receives a demotion or takes a voluntary demotion of one (1) pay range, the employee's hourly rate shall be decreased by four percent (4%) of his/her current hourly rate of pay, and the employee's new hourly rate shall be decreased by an additional four percent (4%) for each additional lower pay range, but such hourly rate may not be less than the minimum hourly rate or more than the maximum hourly rate of pay of the new pay range. However, if an employee takes a voluntary demotion within two (2) years of assuming a new position, the employee's new hourly rate in the demoted position will be decreased to the hourly rate the employee was paid in the employee's prior position or the minimum hourly rate of the pay range of the demoted position, whichever is greater, however the hourly rate may not exceed the maximum hourly rate of the pay range.

Section 34.7. The new hourly rate of an employee who is laid off and exercises his/her bumping rights pursuant to Article 18 shall be determined as follows:

If the employee bumps into his/her same pay range, the hourly rate shall remain the same.

If the employee bumps into any other pay range, the decrease/increase shall be a 4% change, but such new hourly rate may not be less than the minimum hourly rate nor more than the maximum hourly rate of that position.

Section 34.8. The Agency will provide a coffee maker, microwaves, refrigerators, a stove, coffee, coffee accessories (such as: creamer, sugar, sugar substitute, stir sticks), cups, plates, bowls, silverware (such as: spoons, forks, knives) and condiments (such as: salt, pepper) for the use of employees while at work. The Agency may discontinue or suspend such purchases at the Agency's sole discretion if the Agency determines sufficient funding is not available or such

purchases are no longer an allowable expenditure. This provision is not subject to Article 9 of this Agreement.

ARTICLE 35
MILEAGE/FOOD REIMBURSEMENT

Section 35.1. The Employer shall reimburse all bargaining unit employees for monies spent on all mileage which is directly related to the Employer's business. This reimbursement shall be at the rate determined by the County Commissioners for all non-unionized county employees.

Section 35.2. The Employer shall reimburse to the employee up to the sum of thirty dollars (30.00) per day for food/eating expenses when an overnight stay is required. This meal reimbursement is only when the employee is working away from the Agency, attending workshops, training, or other functions which require the employee to be away from the home office.

Reimbursement for all meals shall be subject to the providing of itemized cash receipts.

ARTICLE 36
CATASTROPHIC ILLNESS

Section 36.1. Upon submission of a fully signed and executed form, as prescribed by the County Auditor, members of the bargaining unit will be allowed to donate and transfer an unlimited number of days/hours of accumulated sick leave to a member or members who have exhausted their sick leave, due to a catastrophic illness. Total amount of time to be transferred can only be in the amount needed to allow the affected employee to have sufficient hours to reach a full pay period. No excess hours can be donated. However, multiple donations can be made on behalf of the affected employee over an extended period of time if the catastrophic illness continues. "Catastrophic," for purposes of this article, shall mean an individual suffering an extended and debilitating illness, as recognized by both the Union President or designee and Director. Time may also be allowed to be donated for any Serious Health Condition, as defined in the Gallia County Employee Leave Donation Policy, requiring an absence of more than three (3) days and involving care being given by a health care provider. Also, the parties understand that other mutually agreed situations may arise that will necessitate the granting of sick leave transfer. Sick leave shall be transferred without consideration for differences in rates of pay; however, said payment of sick leave shall be based on the donor or donee's current rate of pay, whichever is lower.

Section 36.2. In addition to the required Auditor's form, the employee requesting the leave donation, agrees to allow the employer to attach an additional form, listing the available balances of all their time that is available, but not used. This form shall not be forwarded to the Auditor's office, but will be maintained by DJFS.

ARTICLE 37
CONTRACT DURATION

Section 37.1. This Collective Bargaining Agreement shall be effective upon ratification of the Agreement by both parties and shall remain in full force and effect for a period of three (3) years from the effective date. A Notice-to-Negotiate a successor agreement shall be given by either party no sooner than one hundred twenty (120) days, but no later than sixty (60) days, prior to the expiration date of this Agreement. Discussions will begin no later than sixty (60) days prior to the expiration date of this Agreement.

Section 37.2. This Agreement shall be binding upon both parties hereto together with their respective successors and assignees for the duration of this Agreement.

APPENDIX A

GALLIA COUNTY DEPARTMENT OF JOB & FAMILY SERVICES			
PAY RANGES			
CLASSIFICATION	PAY RANGE	Minimum	Maximum
Child Support Unit Aide Employment Services Unit Aide Eligibility Referral Unit Aide	1	\$11.50	\$22.00
Account Clerk	2	\$12.00	\$22.50
Child Support Case Manager Eligibility Referral Case Manager 1 Employment Services Case Manager	3	\$14.00	\$25.00
Eligibility Referral Case Manager 2	4	\$15.00	\$26.00

SIGNATURE PAGE

This Agreement is effective August 30, 2018.


FOR COUNTY OF GALLIA AND GALLIA COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES


Brent Saunders, Commissioner

9-27-18
Date


Harold Montgomery, Commissioner

9-27-18

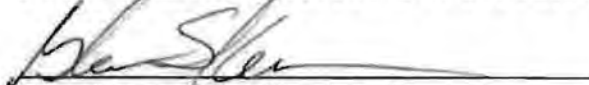

Dr. David K. Smith, Commissioner

9/27/18
Date

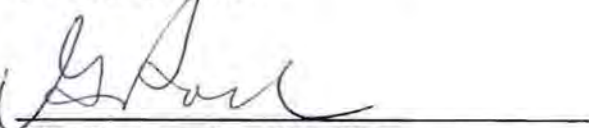

Dana Glassburn, Director

9/26/2018
Date

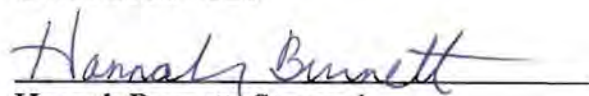
FOR COMMUNICATIONS WORKERS OF AMERICA, LOCAL 4320, AFL-CIO


Glen Skeen, Vice President
CWA Local 4320

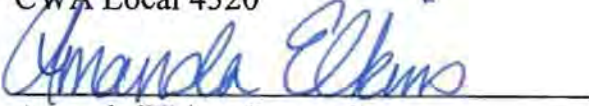
9-26-18
Date


Gina Pompender, Chief Steward
CWA Local 4320

9-26-18
Date


Hannah Burnett, Steward
CWA Local 4320

9-26-18
Date


Amanda Elkins, Steward
CWA Local 4320

9/26/18
Date