

**RESOLUTION RATIFYING THE AGREEMENT BETWEEN THE ASHTABULA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 14**

WHEREAS, a union vote was taken for the ratification of the agreement between the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 14 AFL-CIO and the Ashtabula County Department of Job and Family Services to include the timer period of January 1, 2024 – December 31, 2026, with said agreement being ratified by a majority vote of the union membership on December 6, 2023; and

WHEREAS, the recommendation of Patrick Arcaro, Director of the Ashtabula County Department of Job and Family Services, is that the Board ratify the collective bargaining agreement; now

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ashtabula County, Ohio, that the agreement between the American Federation of State, County and Municipal Employees, Ohio Council 8, Local 14 AFL-CIO and the Ashtabula County Department of Job and Family Services for union representation for certain employees of the Department of Job & Family Services employees is hereby ratified.

**ASHTABULA COUNTY COMMISSIONERS  
CERTIFICATION PAGE**

**Resolution No. 2024-62**

**January 18, 2024**

**RESOLUTION RATIFYING THE AGREEMENT BETWEEN THE ASHTABULA COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 14**

**Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.**

**VOTE:**

**Kathryn L. Whittington  
J.P. Ducro IV  
Casey R. Kozlowski**

**Aye  
Aye  
Aye**

**CERTIFICATE OF CLERK**

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

---

*Crystal Sturgill*  
Crystal Sturgill, Clerk of the Board  
Board of County Commissioners  
Ashtabula County, Ohio

*Acting*

**ARTICLE XLII**

**EXECUTION**

42.01 This Agreement shall be effective January 1, 2024, and shall remain in full force and effect until midnight December 31, 2026, unless otherwise terminated as provided herein.

This Agreement is hereby entered this \_\_\_\_\_ day of December 2023.

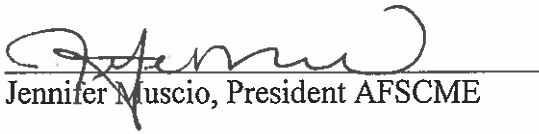
For the Employer:

For the Union:

\_\_\_\_\_  
Casey Kozlowski, Commissioner

\_\_\_\_\_  
Tracey Oates, Staff Representative, Council 8

  
Kathryn Whittington, Commissioner

  
Jennifer Muscio, President AFSCME

  
\_\_\_\_\_  
J. P. Ducro, Commissioner

  
\_\_\_\_\_  
Cathy Coffield, Vice President

\_\_\_\_\_  
Coleen O' Toole, Prosecutor

  
\_\_\_\_\_  
Patrick J. Arcaro, Executive Director

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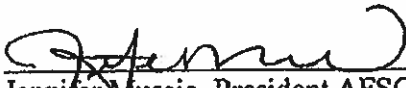
For the Employer:

For the Union:

\_\_\_\_\_  
Casey Kozlowski, Commissioner


\_\_\_\_\_  
Tracey Oates, Staff Representative, Council 8

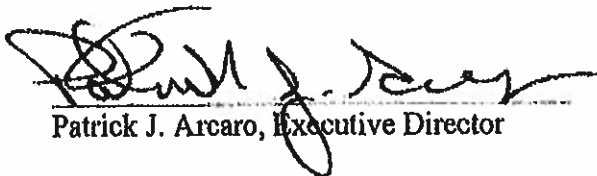
\_\_\_\_\_  
Kathryn Whittington, Commissioner

  
\_\_\_\_\_  
Jennifer Muscio, President AFSCME

\_\_\_\_\_  
J. P. Ducro, Commissioner

  
\_\_\_\_\_  
Cathy Coffield, Vice President

  
\_\_\_\_\_  
Coleen O' Toole, Prosecutor

  
\_\_\_\_\_  
Patrick J. Arcaro, Executive Director

AN AGREEMENT

BETWEEN

THE BOARD OF ASHTABULA COUNTY COMMISSIONERS

THE ASHTABULA COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

and

THE AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, OHIO COUNCIL 8, LOCAL #14, AFL-CIO

Effective Date

January 1, 2024, through December 31, 2026

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## **PARTIES TO THE AGREEMENT**

This Agreement is made by and between the Board of Ashtabula County Commissioners on behalf of the Ashtabula County Department of Job & Family Services, hereinafter referred to as the “Employer,” and Ohio Council 8, AFSCME, AFL-CIO and Local #14, hereinafter referred to as the “Union.”

This Agreement has as its purpose the following:

- A. To comply with the requirements of Chapter 4117 of the Ohio Revised Code;
- B. To set forth the full and complete understandings and agreements between the parties governing the wages, hours, terms and other conditions of employment for those employees included in the bargaining unit as defined herein;
- C. To provide for the adjustment of grievances which may arise;
- D. To achieve and maintain a stabilized employer-employee relationship and to promote improved work performance; and
- E. To assure the continuation and effectiveness of public services.

## **ARTICLE I**

### **UNION RECOGNITION**

1.01 The Employer recognizes the Union as the sole and exclusive representative for those employees included in the bargaining unit. Wherever used in this Agreement, the term “bargaining unit” shall be deemed to include all full-time and permanent part-time employees of the Ashtabula County Department of Job & Family Services including:

Account Clerk 2 and 3; Clerical Specialist 1 and 2; Custodial Worker; Case Aide; Employment Service Representative; Investigator; Labor Crew Leader; Office Worker; Service Representative; Child Support Enforcement Agency (CSEA) Service Representative; Social Program Specialist; Social Service Licensing Specialist; Social Service Worker 2 and 3; Trainer.

As a result of negotiations, both parties agreed to petition the State Employment Relations Board to change the titles of some classifications by eliminating the numbers that coincide with the classification. After the petition, the classification will be identified by the appropriate unit.

1.02 Excluded from the bargaining unit shall be all management-level, professional, and confidential employees, students, casual and season employees and supervisors as defined in 4117 ORC including:

Administrative Assistant; Administrative Assistant Supervisor; Assistant County JFS Administrator; Attorney; Maintenance Repair Supervisor; Business Administrator; Clerical Specialist 3; Clerical Specialist 4; Clerical Supervisor; Human Resource Officer; Fiscal Supervisor; Fiscal Administrator; Hearing Officer; Case Manager/Investigator Supervisor; Case Manager/Investigator Supervisor; Management Information Systems Specialist 1, Management Information Systems Supervisor; County JFS Administrator; Assistant Program Administrator; Program Administrator; Social Service Supervisor ; Eligibility/Referral Supervisor; Program Evaluator; Public Information Specialist.

1.03 For purposes of this Agreement, permanent part-time employees shall be deemed to be those employees regularly scheduled to work twenty (20) hours or more per week, but less than forty (40) hours per week. However, should the Employer determine it necessary to hire part-time employees to regularly work less than twenty (20) hours per week, the Employer will first meet and discuss such action with the Union.

## **ARTICLE II** **UNION REPRESENTATION**

2.01 The Employer agrees to admit not more than two (2) Union Staff Representatives to the Employer's facilities during the Employer's normal business hours, Monday through Friday.

The Staff Representative(s) shall be admitted to the Employer's facilities and sites for the purpose of processing grievances or attending meetings as permitted herein. Upon arrival, the Staff Representative shall identify himself/herself to the Employer or the Employer's designated representative.

2.02 The Employer will recognize as union Stewards all employees certified by the Union with the authority to process grievances and act on behalf of the Union. A list of certified Union Stewards will be submitted to the Director and will remain in effect until a replacement list of certified Union Stewards is submitted. The Union will be responsible for maintaining a current list on file with the Employer.

2.03 The Union shall provide to the Employer an official roster of its officers and Local Union Stewards which is to be kept current at all time and shall include the following:

1. Name
2. Address
3. Home telephone number
4. Immediate supervisor

5. Union office held.

No employee shall be recognized by the Employer as a Union Representative until the Union has presented the Employer with written certification of that person's selection.

2.04 The investigation and writing of grievances shall be on non-duty time. A steward or officer is allowed to gather information during agency hours regarding pre-discipline or discipline. Supervisory approval shall not be unreasonably denied. If grievance hearings are scheduled during a Grievant's regular duty hours, the Grievant shall not suffer any loss of pay while attending the hearing.

2.05 The Union agrees that no official of the Union, employee or non-employee, shall interfere, interrupt or disrupt the normal work duties of other employees. The Union further agrees not to conduct Union business during working hours except to the extent specifically authorized herein. The Employer agrees to allow the Union reasonable use of office equipment including the phone system, fax and copiers. The Union shall pay reasonable expenses upon request of the Employer.

The Union Stewards and/or President, upon notification and approval of his/her supervisor, may be granted reasonable time to attend meetings scheduled with management at appropriate steps of the grievance procedure, or any other mutually scheduled meetings without loss of earnings.

2.06 Local Union officers who are in the bargaining unit may be granted time off with pay for the purpose of participating in conferences or conventions. The employee must request such time three (3) calendar days prior to any such meeting. Such leave shall not exceed a total of five (5) working days per calendar year for the unit.

2.07 During a new employee's first week of employment, the Union will be afforded a fifteen (15) minute period to convey information regarding the collective bargaining agreement and Union representation. This time period shall not be utilized for purposes of solicitation.

**ARTICLE III**

**DUES DEDUCTION**

3.01 The Employer agrees to deduct Union membership dues in accordance with this Article for all employees in the bargaining unit upon the successful completion of sixty (60) days of employment.

3.02 The Employer agrees to deduct one-half (1/2) of the regular Union membership dues twice each month from the pay of any employee in the bargaining unit eligible for membership. Upon receipt of the proper authorization, the employer will deduct Union dues from the payroll check for the next pay period in which dues are normally deducted. This agreement is contingent upon the feasibility of the Auditor's "New World" software's.

3.03 The parties agree that the Employer assumes no obligations, financial or otherwise, arising out of the provision of this Article regarding the deduction of Union dues.

The Union hereby agrees that it will indemnify and hold the employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the Employer pursuant to this Article. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

3.04 The Employer shall be relieved from making such individual “check-off” deductions upon an employee’s: (1) termination of employment; (2) transfer to a job other than one covered by the bargaining unit; (3) layoff from work; (4) unpaid leave of absence; (5) revocation of the check-off authorization in accordance with the terms of this Agreement; or (6) resignation by the employee from the Union.

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

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

3.07 The rate at which dues are to be deducted shall be certified to the Department of Job & Family Services Director by the Treasurer of the Union. One (1) month advance notice must be given to the Employer prior to making any changes in an individual’s dues deduction.

3.08 Employees may authorize the Employer to deduct voluntary contributions to the Public Employees Organized to Promote Legislative Equality (PEOPLE) by payroll deductions (check off). Upon receipt of the employee’s PEOPLE deduction authorization, the Employer shall make the deduction and remit monthly to PEOPLE all such deducted contributions. PEOPLE contributions shall be deducted separately from dues or fair share fee deductions.

3.09 Employees who are members of the union may revoke their union membership at any time by giving written notice to the union of their desire to withdraw from the union. Revocation of union membership does not revoke union dues authorization, which may be revoked as set forth below.

3.10 Any bargaining unit member who has submitted a dues deduction authorization may withdraw the same by written notice to the Employer and the Union in accordance with the language on the dues deduction checkoff card signed by the employee, which shall provide a window period of no less than 15 days at least annually for the withdrawal. Copies of employees’ dues deduction check-off authorization cards are available from the Union upon request

3.11 All dues' deductions shall be deposited via electronic ACH transfers payment into the commercial bank account of Ohio Council 8, AFSCME, AFL – CIO no later than fifteen (15) days following the end of the pay period in which the deduction was made. The union shall provide the employer with authorization to make deposits into the financial institution utilized by the union along with the routing number and account number of the union's account. It is the union's responsibility to notify the employer in writing of any change to the union's account information. ACJFS shall e-mail with each deduction and transmittal of dues/fees, the following lists of information in Excel or Text format to [oc8dues@afscme8.org](mailto:oc8dues@afscme8.org), subject line: Local 14, Pay date.

1. Duelists: Name, current address, phone number, department / work unit, last four digits of social security number and amount of deduction for each employee, as well the total amount of dues deducted from all employees for the pay period of the report.
2. Non-member list, in alpha order by last name. The current address, phone number and department / work unit of each bargaining employee who are non-members.

The Employer assumes no obligation, financial or otherwise, arising out of this provision of this Article. The Union hereby agrees to hold the employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the employer pursuant to this provision. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

#### **ARTICLE IV**

#### **FAIR SHARE FEE**

This entire article was intentionally deleted by an agreement between both parties.

#### **ARTICLE V**

#### **NO STRIKE/LOCK OUT**

5.01 The Employer and the Union realize that a strike would create a clear and present danger to the health and safety of the public and that the Agreement provides machinery for the orderly resolution of grievances. The parties, therefore, agree to the following:

- A. The Union agrees that during the term of this Agreement, neither it, its officers, agents, representatives or members will authorize, instigate, cause, aid, condone or participate in any strike, work stoppage or any other interruption of operations or services of the Employer by its members. When the Employer notifies the Union that any of its members are engaged in any such strike activity as outlined above, the Union shall immediately conspicuously post notices over the signature of an authorized representative of the Union to the effect that a violation is in progress, and such notice shall instruct all employees to immediately return to work.

- B. It is specifically understood and agreed that the Employer may impose any discipline or may discharge employees engaged in an unauthorized work stoppage or other interruption of operations or services. Such discipline shall be for the just cause.

5.02 The Employer agrees that neither it, its officers, agents or Representatives, individually or collectively, will authorize, instigate, cause, aid or condone any lockout of bargaining unit members.

**ARTICLE VI NON-DISCRIMINATION**

6.01 Neither the Employer nor the Union shall discriminate in the workplace against any bargaining unit employee on the basis of age, sex, color, creed, national origin, or disability.

6.02 Neither the Employer nor the Union, nor those who choose not to participate in Union membership shall discriminate against, interfere, restrain or coerce an employee because of membership or non-membership in the Union; nor interfere in any way with the right of an employee to participate in or to abstain from membership or involvement in lawful Union activities.

**ARTICLE VII MANAGEMENT RIGHTS**

7.01 Except as specifically limited herein, the Employer shall have the exclusive right to administer the business of the office of the Ashtabula County Department of Job & Family Services, in addition to all other functions and responsibilities which are required by law. Specifically, the Employer's exclusive management rights include, but are not limited to the following:

- A. To manage and direct its employees, including the right to select, hire, promote, transfer, assign, evaluate, layoff and recall, or to reprimand, suspend, discharge or discipline for just cause in order to maintain order among employees;
- B. To promulgate and enforce reasonable employment rules and regulations and to otherwise exercise the prerogatives of management;
- C. To manage and determine the location, type and number of physical facilities, equipment, programs and the work to be performed;
- D. To determine the Department's goals, objectives, programs and services, and to utilize both internal and external personnel in a manner designed to effectively meet these purposes; the Employer expressly reserves the right to require employees to conform

to updated state classifications/specifications, and to set minimum qualifications, job descriptions and titles.

- E. To determine the size, composition and duties of the workforce; the number of shifts required; to establish work schedules; to establish hours of work; to establish, modify, consolidate or abolish jobs; and to determine staffing patterns, including but not limited to the assignment of employees, duties to be performed, qualifications required and areas worked; newly hired employees shall pass the Test of Adult Basic Education (TABE) with a minimum passing score.
- F. To relieve employees from duty due to the lack of work, lack of funds or for other legitimate reasons which improve the economy or efficiency of the Department;
- G. To determine when a job vacancy exists, the standards of quality and performance to be maintained;
- H. To determine the necessity to schedule overtime, mandatory overtime, and the amount required thereof;
- I. To maintain the security of records and other pertinent information;
- J. To determine the overall budget;
- K. To maintain and improve the efficiency and effectiveness of the Employer's operation; and
- L. To determine and implement necessary actions in emergency situations.

7.02 The Union recognizes and accepts that all rights and responsibilities of the Employer not expressly restricted or modified herein and as permitted by law shall remain the function of the Employer.

7.03 The Employer recognizes and agrees that no work rules, regulations, policies or procedures shall be maintained, established or implemented which are in violation of any terms or provisions of this Agreement.

## **ARTICLE VIII**

## **RULES AND REGULATIONS**

8.01 The Union recognizes that the Employer has the right to promulgate reasonable work rules, regulations, policies and procedures to regulate the personal conduct of employees, and the conduct of the Employer's services and programs.

8.02 All employees shall be subject to the same rules and regulations, regardless of work location.

All vacant position postings, memos and correspondence shall be sent to satellite offices within twenty-four (24) hours of distribution and shall be posted on bulletin boards provided by the Employer.

8.03 The Employer recognizes that no work rules, regulations policies or procedures shall be established that are in violation of any expressed terms of this Agreement.

8.04 Supervisors shall not perform the job duties of bargaining unit employees on a regular basis, however, they may be assigned bargaining unit duties whenever the Employer determines it is necessary:

- A. In emergency or extreme conditions;
- B. To cover for absent bargaining unit employees;
- C. To cover a drastic overload of casework, or
- D. For training purposes.

## **ARTICLE IX GRIEVANCE AND ARBITRATION PROCEDURE**

9.01 The grievance procedure is a formal mechanism intended to assure that employee grievances arising from those misunderstandings that will inevitably develop in the day-to-day activities of public services are promptly heard, answered and appropriate action is taken to correct a particular situation. The Employer and Union both encourage the informal settlement of disputes.

9.02 The term “grievance” shall mean an allegation by a bargaining unit employee that there has been a breach, misinterpretation or improper application of this Agreement. It is not intended that the grievance procedure be used to affect changes in the articles of this Agreement.

9.03 A grievance under this procedure may be brought by any member of the bargaining unit. Where a group of the bargaining unit member’s desires to file a grievance involving a situation affecting each member in the same manner, one (1) member selected by such group or a Union Representative will process the grievance.

9.04 All grievances must be processed at the proper step in the progression in order to be considered at the subsequent step. Any grievance that is not timely appealed to the next step of the procedure will be deemed to have been settled on the basis of Management’s answer at the last completed step.

Any grievance not answered by Management within the stipulated time limits shall be considered to have been answered in the negative and may be appealed to the next step of the grievance procedure. The Union may withdraw or amend a grievance at any time during Steps 1, 2 or 3 of the grievance procedures by notifying Management in writing, without prejudice to that particular or future grievances.

9.05 The written grievance shall be submitted on the appropriate grievance form, ADDENDUM C of this bargaining unit agreement and shall contain the following information pertinent to the grievance:

1. Aggrieved employee's name;
2. Aggrieved employee's classification;
3. Name of employee's immediate supervisor;
4. Date of incident giving rise to the grievance;
5. Date grievance was first discussed (Informal Step);
6. Date grievance was filed in writing at Step 1;
7. A statement as to the specific articles and sections of the Agreement violated; and
8. A brief statement of the facts involved in the grievance, or;
9. The member requested to withdraw the grievance.

9.06 The time limitations provided for in this article may be extended by mutual written agreement between the Employer and the Union; working days, as used in this article, shall not include Saturdays, Sundays or holidays.

9.07 Each grievance shall be processed the by Union in the following manner. When the grievance relates to loss of time, loss of pay or termination, it will be started at Step 3. When a grievance is submitted to supervisor who does not have the authority to render a decision on the issue being grieved, the supervisor, without responding to the grievance, may advance the grievance to the level of management that does have the authority to act. The advancement by the supervisor must be made within the time frame for his/her response to the grievant. The Union will be notified by the supervisor whenever such an advancement is made; and the time frame for management's response at the higher level will begin at the time the Union is notified.

#### Informal Step

An employee having a grievance may, at any time prior to filing the grievance in writing at Step 1, bring that complaint verbally, to the attention of the employee's supervisor. The supervisor shall discuss the grievance with the employee and within twenty-four (24) hours of their discussion respond to the employee. If the employee is not satisfied with the response given by the supervisor, the employee or Union official shall, within ten (10) working days of the knowledge of the incident, reduce the grievance to writing on the agreed form and submit at Step 1.

#### Step 1 – Supervisor

A written grievance shall be filed with the employee's supervisor within then (10) working days of the knowledge of the incident. The supervisor shall make a complete and thorough investigation of all the allegations contained in the grievance and may schedule a meeting with the grievant, if necessary. The supervisor shall provide the employee and the Union with his/her written response to the grievance within five (5) working days of receipt of the written grievance. If the employee is not satisfied with the written response from the supervisor, the employee or Union official may within five (5) working days of receipt of the written answer at Step 1 pursue the grievance to Step 2 of the procedure.

### Step 2 – Division Chief

The Division Chief, within three (3) working days of receipt of a written grievance, shall schedule and notify the Union President of a formal meeting between himself/herself and the employee filing the grievance to be held not later than ten (10) working days from the receipt of the grievance. Prior to this meeting, the Division Chief shall make a complete and thorough investigation of all the allegations contained in the grievance. Within three (3) working days after the meeting, the Division Chief shall provide the employee and the Union with his/her written response to the grievance. If the employee is not satisfied with the written response received from the Division Chief, the employee or the Union official may, within five (5) working days of receipt of the written answer at Step 2, pursue the grievance to Step 3 of the procedure.

### Step 3 – Director

The Director or his/her designated representative shall schedule a meeting within 10 working days of receipt of the grievance. This meeting will be scheduled within 45 working days of the filing date to discuss all grievances properly at Step 3. Within five (5) working days after the meeting, the Director or his/her representative shall provide the employee and the Union with his/her written response to the grievance.

Where an employee does not elect to be represented by the Union at any of the previous steps of the grievance procedure, the Union shall have the right to be present at any grievance meeting or adjustment without intervening. All grievances presented under such circumstances shall be resolved consistent with the terms and provisions of this Agreement.

9.08 Upon mutual agreement of the Employer and Union, a grievance may be mediated prior to being submitted to arbitration. If the Union wishes to mediate a grievance, they shall notify the Employer no later than 10 working days of receipt of the Step 3 written response from the Director. If the parties agree to submit a grievance to mediation, the time limits shall be suspended until (1) the mediation process is complete or (2) the parties cannot mutually agree to mediation. If the parties do agree to mediation, the mediator shall be from the State Employment Relations Board of the Federal Mediation and Conciliation Services. No agreement, notes, or discussion from the Mediation process may be introduced as evidence in an arbitration hearing. The Mediator assigned to the case will reduce a settlement to writing should the parties reach an agreement. If the parties

use mediation and fail to reach an agreement, the Mediator must destroy his/her notes on the case. Mediation settlements will not set precedent for future grievances unless mutually agreed to by both parties.

9.09      Arbitration

- A. If the grievance is not satisfactorily settled in Step 3, the Union may submit the grievance to final and binding arbitration by submitting notice to the Employer within thirty (30) days of the receipt of the written answer at Step 3 of its intent to arbitrate and select an arbitrator for such grievance. In the event the grievance is not referred to arbitration within the time limits prescribed, the grievance shall be considered resolved based upon the third step reply.

The parties will obtain the arbitration list from the Federal Mediation and Conciliation Services.

The parties shall use the alternate strike method from the list of seven (7) arbitrators from the panel of arbitrators provided in this Article. The party requesting the arbitration shall be the first to strike a name and alternate in this manner until one (1) name remains on the list. The remaining name shall be designated as the arbitrator to hear the dispute in question. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.

- B. The arbitrator shall hold the arbitration promptly and issue his/her decision within a reasonable time thereafter. The arbitrator shall limit his/her decision strictly to the interpretation, application or enforcement of those specific articles and/or sections of this Agreement in question. The arbitrator's decision shall be consistent with applicable law.
- C. The arbitrator shall not have the authority to add to, subtract from, modify, change or alter any provisions of this Agreement; nor add to, subtract from or modify the language therein in arriving at his/her determination on any issue presented that is proper within the limitations expressed herein. The arbitrator shall expressly confine himself/herself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not submitted to him/her or to submit observations or declarations of opinion which are not directly essential in reaching a decision on the issue in question. The arbitrator shall be without authority to recommend any right or relief on an alleged grievance occurring at any time other than the contract period in which such right originated or to make any award based on rights arising under any previous agreement, grievance or practices. The arbitrator shall not establish any new or different wage rates not negotiated as part of this Agreement. In the event of a monetary award, the arbitrator shall limit any retroactive settlement to the date of the incident giving rise to the grievance, but in

no event more than sixty (60) days prior to the date the grievance was filed. The decision of the arbitrator and any pre-arbitration settlement shall be final and binding upon the Union, the employee and the Employer. All cost directly related to the services of the arbitrator shall be borne by the losing party. Should the decision not affirm the position of either party, the arbitrator shall determine which party shall pay the cost of the arbitrator, or in what proportion the parties shall share the costs.

- D. Expenses of any non-employee witnesses shall be borne by the party calling the witness. The fees of court reporters shall be paid by the party asking for one: such fees shall be split equally if both parties desire a court reporter's recording or request a copy of any transcript.
- E. Any employee may have one (1) employee Union representative accompany him/her in Step 1 and Step 2 of the procedure, and one (1) Union representative and one (1) non-employee Union official at Step 3. The employee may have two (2) employee Union officials accompany him/her in arbitration in addition to any non-employee Union officials. Employee representatives and grievant will lose no straight time pay as a result of meetings with the Employer or Arbitrator at any step of the grievance procedure. Presentation or appeal of a grievance to the Employer may be made by the appropriate Union official or employee on duty time. The Employer representative, Union representative or employee shall sign the grievance indicating date of the receipt, and a copy shall be provided to the other party or parties.

## **ARTICLE X**

### **PROBATIONARY PERIOD**

10.01 The probationary period for all full-time new hires or employees transferring into the Ashtabula Department of Job & Family Services from other public employment in classifications covered by this Agreement shall not exceed two hundred seventy (270) calendar days and will be evaluated on a monthly basis to determine if the probationary time frame could be shortened but no less than one hundred eighty (180) calendar days, based upon employee performance during the probationary period and shall begin on the first day for which the employee receives compensation from the Employer. The Employer reserves the right in its sole discretion, to lower the probationary period to one hundred eighty (180) calendar days based upon employee performance during the probationary period.

10.02 Newly hired probationary employees shall have no right of appeal through the grievance procedure or to the State Personnel Board of Review on probationary removal.

10.03 Promoted or transferred full-time employees shall be required to complete a one hundred and eighty (180) calendar day non-initial probationary period. The Employer reserves the right, in its sole discretion, to lower the probationary period to a minimum of one hundred

twenty (120) calendar days to the maximum of one hundred eight (180) calendar days probationary period under this provision. If the employee's job performance is not satisfactory during or at the conclusion of the probationary period, he/she shall be returned to his/her previous position at the same step and pay range he/she was in prior to promotion or transfer. This provision shall not apply to any lateral transfers within the same classification.

10.04 The initial and non-initial probationary periods for permanent part-time employees shall be computed based on hours of completed service as follows:

Initial probationary period.....1560 hours of work  
Non-initial probationary period ..... 1040 hours of work

**ARTICLE XI** **SENIORITY**

11.01 Seniority shall be computed on the basis of continuous service with the Ashtabula County Department of Job & Family Services, counting from the employee's most recent date of hire. A termination of employment lasting less than thirty-one (31) days shall not constitute a break in service. Once service is broken, the employee loses all previously accumulated seniority with the agency. The most recent date of hire will be employee's anniversary date.

11.02 New hires have no seniority during their probationary period of employment. However, upon completion of the probationary period, seniority shall be computed from last date of hire.

11.03 An approved leave of absence does not constitute a break in continuous service provided the employee follows the proper procedure for such leave and returns to active service immediately following the expiration of the approved leave or complies with alternate procedures in the leave of absence provisions of this Agreement.

11.04 Employees laid off shall retain their seniority for a period of twenty-four (24) months from the date of layoff.

11.05 Seniority shall be lost when an employee:

- A. Quits or resigns and is not rehired within thirty-one (31) days;
- B. Is discharged for just cause;
- C. Is laid off for a period of more than twenty-four (24) consecutive months;
- D. Is absent without leave for three (3) or more workdays unless proper excuse for the absence is shown, or if no notice was given, a satisfactory excuse for the failure to give notice is supplied;

- E. Fails to report to work when recalled from layoff within seven (7) calendar days from the date on which the Employer sends the employee notice by registered mail (to the employee's last known address as shown on the Employer's records) unless the time is extended in accordance with this Agreement.

11.06 The Employer shall furnish the Union with a list of any changes (showing name, job classification, department, indicating the date of action taken) of bargaining unit employees who were hired, promoted, permanently or temporarily transferred for a period in excess of ten (10) days, suspended, terminated, resigned, left on or returned from leave of absence for a period in excess of ten (10) days.

11.07 The Employer shall post on bulletin boards a seniority list showing name, date of service and classification once each calendar year. One (1) copy of the seniority list shall be forwarded to the Union President or his/her designee. Once the seniority list has been posted, employees shall have ten (10) days in which to challenge the information contained therein. Such challenges shall be made to the Employer in writing. Any information which is not altered as a result of an employee challenge shall be considered final.

11.08 Permanent part-time employees shall have their seniority computed and pro-rated on the basis of two thousand eighty (2080) hours per year.

11.09 At the time the seniority list is posted, the Employer shall provide the Union with a second list including each bargaining unit employee's name, classification and employee badge number.

## **ARTICLE XII VACANCY, PROMOTIONS AND TRANSFERS**

12.01 Whenever the Employer determines that a permanent vacancy exists in the bargaining unit, and such a position is not filled through recall from layoff, a notice of such vacancy shall be posted on the Employer's bulletin board and Share Point for five (5) working days. A vacant job position filled pursuant to a layoff need not be posted. The Employer shall not be obligated to consider any applications submitted after the posting date nor any applicants who do not meet the minimum qualifications for the job.

An employee may bid on a vacant position in the same classification which they currently hold, in a different work unit, for a lateral transfer. An employee may not bid on a vacant position in the same classification which they currently hold, in the same unit in which they currently work. Employees may request to change their caseload/work assignment to the caseload/work assignment that is currently vacant in the same classification, in the same unit, in which they currently work. Such requests will be reduced to writing and submitted within the same five day posting period in which the vacant position is posted. Written requests will then be reviewed by the Employer, and will be granted, subject to Director approval, when such

reassignment does not interfere with the work needs of the unit, or require more than minimal job training. If more than one qualified employee requests to change their caseload or work assignment of that with the vacant position caseload or work assignment, within their same classification, within their same work unit, the caseload or work assignment will be awarded, dependent on the work needs of the unit, to the most senior employee.

The “Notice of Vacancy” shall contain the following information: classification, division (work unit) and immediate supervisor; pay range and base wage; qualifications for the job, as established; the most recent ACDJFS job description; effective date and expiration date of the posting.

Employees who may be leaving on vacation, sick leave or other authorized leave of absence may submit a bid or application for a vacancy that may exist or for any job the employee wishes to bid on for future consideration prior to commencing such leave. Additionally, a Union Steward may submit a bid on behalf of an employee during such absence, provided the absent employee’s signature is included on the bid.

12.02 This section was deleted intentionally by an agreement between both parties.

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

Any current employee bidding on a promotion shall be required to take and pass the Test of Adult Basic Education (TABE) with a minimum passing score one (1) time during the term of this Agreement. Once such TABE is passed, the employee will not be required to take any other TABEs during the term of the Agreement. If employees fail a TABE, they may retake the TABE one time each calendar quarter, i.e.; four (4) times maximum per calendar year.

12.04 The Employer shall give first selection to those timely-filed applicants who are in the same classification as the vacant position only when the applicant is the best qualified applicant as determined by the criteria listed in 12.03. Where a vacancy is filled from the same classification, the Employer may use the original bid to fill the resulting vacancy.

12.05 The position shall be awarded to the individual who best meets the criteria in 12.03 herein. If two (2) or more applicants are considered by the Employer to be substantially equal in meeting the established criteria, then seniority shall govern in the awarding of the position.

12.06 Once the selection has been made, the Employer will notify all applicants and the Union President/designee of the selection, or for the fact that no selection was made. Any selected employee shall be placed in the new position within sixty (60) days of the date of notification of selection.

12.07 An employee who is initially hired, transferred, *demoted*, voluntarily demoted or promoted may not bid on another position for a period of one (1) year from the time the employee is notified of his/her selection by the Employer and he/she accepts the position, unless the time period is specifically waived by the Employer.

12.08 Nothing herein shall be construed to limit or prevent the Employer from temporarily filling a position for a six (6) month period, pending the Employer's determination to fill the position as a permanent vacancy. However, temporary vacancies known to exceed six (6) months due to extended leaves of absence will be filled by the Employer utilizing preference lists submitted by employees wishing to express an interest in temporarily filling positions. Employees must submit preferences by January 15<sup>th</sup> of each calendar year. Employees must meet the minimum qualifications for the positions they are submitting a preference for, and shall be limited to listing three (3) preferences per year. Temporary assignments for extended temporary vacancies will then be filled in accordance with the provisions of paragraphs 12.03 and 12.05 herein. Such temporary assignments may be extended beyond six (6) months upon the mutual written agreement of the parties.

12.09 A promoted or transferred employee will be required to complete a one hundred eighty (180) day non-initial promotional probationary period commencing with the date the employee permanently assumes the duties of the position. The Employer reserves the right, in its sole discretion, to lower the probationary period to one hundred twenty (120) calendar days to the maximum of one hundred eighty (180) calendar days probationary period under this provision. If the employee's job performance is not satisfactory during or at the conclusion of the probationary period, he/she shall be returned to his/her previous classification. Time spent as a provisional appointee will count towards the completion of the probationary period. The employee shall have no right to appeal such a demotion through the grievance procedure herein contained or to the State Personnel Board of Review.

The term "promotion" for purposes of this Agreement shall mean the act of placing an individual in a position within the bargaining unit which carries a higher salary range than that previously held. The term "transfer" for purposes of these provisions shall mean the change from one classification to another with distinctly different job duties, responsibilities or qualifications even though such classifications are assigned the same pay range.

An employee who is voluntarily demoted will be required to complete a one hundred eighty (180) day non-initial probationary period commencing with the date the employee permanently assumes the duties of the position. The employer reserves the right, in its sole discretion, to lower the probationary period to one hundred twenty (120) calendar days to the maximum of one hundred eighty (180) calendar days probationary period under this provision. If the employee's job performance is not satisfactory during or at the conclusion of the probationary period, he/she shall be returned to his/her previous classification. Time spent as a provisional appointee will count towards the completion of the probationary period.



If an employee alleges that his/her duties have changed by fifty (50) percent or more, and he/she is performing the duties of another bargaining unit classification, he/she may request that a job audit be conducted by the Director or his/her designee. The job audit will be completed within thirty (30) calendar days of the request. The thirty (30) day time period will begin on the day the employee submits the audit form to the appropriate administrator with all sections requesting information from the employee completed. If the employee and Union do not agree with the decision of the Director, they may within ten (10) days of receipt of the Director's decision, request final and binding arbitration of the issue under the provisions of Article IX, Paragraph 9.09 of this Agreement. The issue will proceed directly to arbitration without going through the grievance procedure. Such issues are not appealable to the State Personnel Board of Review.

No employee may request more than one (1) job audit in a one (1) year period beginning from the date of request.

14.05 Employees reclassified to a higher rated position shall receive the starting wage rate assigned to the higher classification, or three (3) percent, whichever grants them an increase. Any reclassification shall be effective commencing with the first full pay period following the date of submission by the employee of all necessary information.

14.06 If it is determined that the employee shall be reclassified to a lower rated position, the position shall be reclassified. Current employees serving in the reduced classification shall not be reduced in pay and shall continue to receive their existing rate of pay at the time of the audit determination for the remainder of time that they serve in the reduced classification until such time as the applicable rate(s) of pay for the reduced classification exceeds such existing rate of pay. (Affected employees will be placed on the applicable salary schedule for the reduced classification and will advance on the step schedule as applicable, maintaining their existing rate of pay until such time as the applicable rate of pay exceeds the rate of pay in effect at the time of the audit determination.) When the reduced position is vacated and subsequently filled, the employee selected shall be placed in the lower classification and appropriate rate of pay.

14.07 The Union shall be informed of any reclassification that results from a job audit. Audit determinations shall be based upon DAS classification specifications unless those specifications have been modified by the Employer. Job descriptions shall be consistent with the specifications being utilized.

14.08 The Employer shall establish a wage rate and position description for any new classification in the bargaining unit based upon an appropriate differential from existing positions.

Should the Union disagree with the wage rate established, the Union may submit a written request to negotiate.

14.09 The Employer shall review the position description with the employee completing the job duties in the position in question and discuss necessary changes and edits. The Employer and

the Union agree that the job descriptions shall, to the extent practical, be appropriate to the job duties of the existing positions.

## **ARTICLE XV**

### **PERSONNEL RECORD**

15.01 An employee shall have the right to inspect his/her personnel record and/or medical report at a mutually agreed upon date and time with record keeper or appointee of Employer. Further, the employee shall have access to review and receive his/her medical statements and test results not generated by or on behalf of the Employer. The employee may compile, date and insert in said record a list of the documents he/she finds therein. The employee may also authorize a Union representative to review and copy the same materials, only as allowed by law, by submitting a written statement to Personnel. Copies of requested documents shall be at the normal cost as prescribed by the Employer and shall be provided to employee within ten (10) working days.

15.02 An employee, upon request, will receive copies of all materials placed in his/her personnel record. The employee may also review and receive medical statements and test results generated by or on behalf of the Employer when used in any employment action against the employee. Any material in the employee's personnel record, which has not been seen or signed by him/her or a copy sent to him/her, will not be used against him/her. The signing of any materials to be placed into an employee's personnel record will not indicate an agreement by the employee as to the contents of the material but does acknowledge he/she has seen it. An employee shall have the right to attach an 8-1/2 x 11 sheet of explanation to any document in the personnel file.

## **ARTICLE XVI**

### **LAYOFF AND RECALL**

16.01 Where, because of economy, consolidation or abolishment of functions, curtailment of activities or otherwise, the Employer determines it necessary to reduce the size of its workforce, the Employer shall notify the Union of the impending layoff prior to service of notice to employees.

16.02 Affected employees shall receive written notice of layoff and reasons thereto at least fourteen (14) calendar days in advance or, if possible, earlier, prior to the effective date of layoff. The President of the Union or his/her designee shall be forwarded a copy of all layoff notices served on any employees on the day of mailing or personal service.

16.03 The Employer shall determine in which classification layoffs will occur. Layoffs shall occur in the following order in the classification(s):

- Seasonal, temporary employees;
- Casual employees;
- Student employees;
- Part-time employees;

Full-time employees.

Layoff in each of the employment categories listed above will be done in inverse order of seniority as defined by this Agreement. Probationary employees will be placed on layoff before regular employees; provisional before permanent; and, part-time before full-time in each category.

In order to retain current employees during the layoff process, management may offer to a fully qualified, current employee a vacant job in a different classification that is in the same pay range as the employee's current classification. This transfer may be done without posting the opening. The newly transferred employee will remain in his/her current salary. The employee will be required to satisfactorily complete one hundred eighty (180) day probationary period in the new position. The Employer may, in its sole discretion, lower the probationary period to one hundred twenty (120) calendar days to the maximum of one hundred eighty (180) days probationary period under this provision.

16.04 Any employee receiving notice of layoff shall have five (5) workdays following receipt in which to exercise his/her right to bump any employee with less Employer seniority in the same classification and then to a lower rated classification for which the employee is presently qualified and can perform the job duties of the position with little to no training. An employee who bumps into a lower rated position will be compensated at the lower rate of pay and benefits.

Any employee who is bumped from his/her position shall have five workdays in which to exercise his/her bumping rights in a similar manner. An employee who does not have sufficient seniority to bump another employee shall be laid off and placed on the appropriate recall list. The form for "Notice for Bumping" is attached hereto as Form 954.

16.05 When employees are laid off, the employer shall create and maintain a recall list for each classification. The Employer shall recall employees from layoff as needed within each classification prior to posting any notice of vacancy for bid. The Employer shall recall such employees according to employee seniority up to the number of employees to be recalled. The President of the Union or his/her designee shall be forwarded a copy of all recall lists and a copy of all changes and amendments thereto at the time of posting and as changes, amendments are made by the Employer. The Employer will attempt to recall laid off and/or bumped employees to lower level positions prior to posting any notice of vacancy for bid, provided said employees are presently qualified to perform the duties of the lower level position.

However, if said refusal is for a recall to the employee's original classification, such employee shall be removed from the recall list.

16.06 Notice of recall shall be sent to the employee by registered mail with a copy to the Union. The Employer shall be deemed to have fulfilled its obligations by mailing the recall notice by registered mail, return receipt requested, to the last mailing address provided by the employee.

16.07 The recalled employee shall have up to seven (7) calendar days following mailing of the recall notice to notify the employer of his/her intentions to return to work, and shall have ten (10) calendar days following mailing of the recall notice in which to report for duty, unless a different date for return to work beyond the ten (10) calendar days is otherwise specified in the notice beyond the ten (10) calendar days.

In the event of extenuating circumstances such as illness, injury or other good cause preventing the employee from returning or giving notice within the time limits above, the Employer may grant a reasonable extension not to exceed thirty (30) days. In the event such illness or injury precludes an employee from returning to work within the time limit above (including extension), such employee shall be by-passed for recall, but shall remain on the recall list.

## **ARTICLE XVII**

### **DISCIPLINE**

17.01 In imposing discipline on a current charge, the Employer shall not take into account any prior infraction, which occurred more than two (2) years previously. All disciplinary action shall be for just cause. All disciplinary actions shall be removed from the Employee's personnel file after two (2) years and placed in a central disciplinary file.

The Employer will notify the employee of the charges that have been made against him/her within forty-five (45) working days of the incident giving rise to discipline or within forty-five (45) working days of the Employer's first knowledge of the incident, whichever is later at the discretion of the Employer, the forty-five (45) day requirement will not apply in cases where a criminal investigation may occur.

An employee shall be given a copy of any warning, reprimand or other disciplinary action entered on his/her personnel record within five (5) working days of the action taken. Further, the employee and the Local President will receive a copy of any suspension and/or discharge notice within five (5) working days of the action taken.

17.02 Whenever the Employer or his/her designee determine that an employee may be subject to discipline, where such discipline could cause an employee to lose pay or position, a pre-disciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct. The Employer shall notify the affected employee in writing of the date and time of the hearing along with a description of the alleged misconduct or charges a minimum of twenty-four (24) hours before the hearing. The Union representative and the Local President will be notified at the same time as the Employee.

The employee shall have the right to have a Union representative present at the conference, if he/she so desires. Any employee electing not to have a Union representative present shall reduce such election to writing. An employee may also elect, in writing, to waive the opportunity for a pre-disciplinary conference.

17.03 Any suspension or loss of pay shall be for a specific number of workdays on which the employee would be regularly scheduled to work. Holidays occurring during a period of suspension shall be counted as workdays for the purpose of suspension. Nothing in this Agreement shall prohibit the Employer and the employee or Union to mutually agreeing upon a fine as a disciplinary penalty in lieu of an unpaid suspension. Such agreement must be in writing and signed.

All disciplinary actions may be reviewed through the Grievance Procedure beginning at Step 2.

## **ARTICLE XVIII**                      **LABOR-MANAGEMENT CONFERENCE**

18.01 In the interest of effective communications, either party may at any time request a Labor-Management Conference. Such request shall be made in writing and be presented to the other party five (5) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor-Management Conference shall be scheduled within ten (10) days of the date requested, but no more frequently than quarterly unless both parties agree to meet more frequently.

18.02 The purpose of such meeting shall be limited to:

Discuss the administration of this Agreement;

Notify the Union of changes made by the Employer which affect bargaining unit employees;

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;

Disseminate general information of interest to the parties;

Give the Union Representative the opportunity to share the views of their members and/or make suggestions on subjects of interest of their members;

Discuss ways to increase productivity and improve efficiency, including workloads and workflow;

Consider and discuss health and safety matters relating to employees.

18.03 There shall be no more than four (4) Union Representatives, selected by the Local President, in attendance at the Labor-Management Conference. There shall be no more than four (4) Management Representatives at the Conference.

## **ARTICLE XIX HOURS OF WORK / OVERTIME**

19.01 This Article shall not be considered as a guarantee of work per day or per week. Nothing contained herein shall be construed as preventing the Employer from restructuring the normal workday or workweek or from establishing work schedules.

19.02 The normal workweek for regular full-time employees shall consist of forty (40) hours of work per week exclusive of the time allotted for meal periods. The normal workweek for permanent part-time employees may consist of twenty (20) hours of work or more per week but less than forty (40) hours, exclusive of any time allotted for meal periods. Workweeks shall commence at 12:01 a.m. Sunday and conclude at midnight on Saturday. In the event it is necessary to change the hours of work, starting and/or quitting time, or schedule of hours for any work unit or department, the Employer shall first meet with the Union to discuss said changes. This section shall not be construed as a guarantee or limitation of work hours, nor shall it be construed to reduce the workweek below forty (40) hours per week for regular full-time employees. Employees may request approval of their supervisor to take breaks at other times provided they have worked prior to the break or after the break for a period not to exceed 90 minutes. Employees shall be relieved of all duties, including on-call duties, during the lunch and rest periods. An employee who is a regular, full time employee shall receive a meal period which consists of a total of sixty (60) minutes, thirty (30) of which shall be paid and thirty (30) minutes that will be unpaid, provided the employee has worked at least four (4) hours on the workday. Employees working less than four (4) hours on a workday as a result of using accrued time may take the thirty (30) minutes unpaid lunch, if they so choose, provided they have worked at least ninety (90) minutes on that workday. Additionally, in the event of a delayed opening due to inclement weather or other emergency, or the absence of the employee for the purpose of using accrued time, the employee may be assigned to work up to ninety (90) minutes prior to being permitted a lunch break, based on operational needs.

19.03 There shall be two (2) fifteen (15) minute rest periods on each regular full-time shift each workday. For purposes of this section, full-time shift shall mean eight (8) hours or more per day. Permanent part-time employees who work four (4) hours per day, but less than eight (8) hours, shall be entitled to one (1) fifteen (15) minute rest period. The rest period will be scheduled during the middle two (2) hours of each half shift to the extent practicable, but they may not be scheduled immediately before or after the meal period or at the start or end of a shift. When employees working a full eight (8) hour shift work at least two (2) hours beyond their regular quitting time, the Employer shall provide each employee with an additional rest period.

19.04 All bargaining unit employees shall receive time and one-half (1-1/2) their regular rate of pay for all hours worked in excess of forty (40) in one (1) workweek. Hours worked shall be

deemed to include vacation time, bereavement leave, and designated holidays as specified in Article XXIX, Article XXX, and Article XXXIX, herein. When overtime is worked and sick time is used, straight time is paid for the number of sick time hours taken. The remainder of overtime worked will be paid at one and one-half (1-1/2) their regular rate of pay.

19.05 The Employer shall be the sole judge of the necessity for overtime. Only pre-approved overtime shall be paid to employees. All overtime will be offered first to employees within the same classification, within the work unit (i.e., Income Maintenance, Child Support, Shared Services, and Social Services) within the same shift, in order of seniority. If additional overtime is required, it will be offered in order of seniority to employees in the same classification, in different work units, who have demonstrated the ability to perform the required duties. Overtime may initially be refused, but if sufficient employees do not voluntarily accept, the Employer reserves the right to make overtime mandatory for the current unit or request volunteers from employees in other classifications, who have demonstrated the ability to perform the duties and who have been out of the unit less than one year, to work the assigned overtime.

The Employer shall endeavor to make an equitable distribution of overtime over a period of three (3) months among employees within a classification, within the work unit, within the same shift. Employees who are offered overtime and for any reason refuse, fail to respond or fail to work the overtime shall be credited as if they had worked the overtime for the purpose of overtime distribution. A record of all overtime hours worked by each employee shall be recorded and a list kept by the supervisor and all employees, including the steward, shall have the list made available upon request. All overtime hours shall be recorded daily.

19.06 This section was intentionally deleted by an agreement between both parties.

19.07 Any flex time procedure shall not violate the terms of the agreement. The flex time procedure, once established, shall not be construed to prevent the employer from restructuring the normal workday or workweek or from establishing work schedules.

Paragraphs 19.05 and 19.06 shall be revised pursuant to an agreement between the parties through the use of the labor/management committee. If there is no agreement within ninety (90) calendar days after the execution of this Agreement, the fact finder will determine the provisions of paragraphs 19.05 and 19.06.

## **ARTICLE XX**

## **INCLEMENT WEATHER**

20.01 When the agency Director, or his/her designee, in consultation with the Board of County Commissioners announces that the ACDJFS offices are to be closed due to inclement weather, employees shall not normally be required to work, and shall lose no pay as a result of such closure. Any employee required to work on such day shall receive his/her regular pay plus straight time pay for all hours actually worked.

20.02 On inclement weather days, the Department Director may designate and approve a later arrival time. The Director shall designate the late arrival time prior to noon on the day declared as inclement. Employees reporting for work up to the designated late arrival time shall not receive a reduction in pay for the late arrival. An employee who does not report by the late arrival time will not be paid for those hours after the designated late arrival time, unless the time is covered by available paid leave.

20.03 An employee who is on previously scheduled leave, will be required to use the leave, as scheduled. An employee who does not report for work due to inclement weather, on a day when the office is open, will not be paid for the day, unless he/she requests the use of available paid leave.

20.04 If conditions are so hazardous that it is not possible for an employee to report for the regular start time or the designated late arrival start time, the employee must contact his/her immediate supervisor within thirty (30) minutes of the start time. An Employee who fails to notify his/her supervisor or department head of an expected absence due to inclement weather shall be charged with an unexcused absence and shall receive no pay for the time lost, unless circumstances beyond his/her control, approved by the supervisor, prevented him/her from contacting the supervisor or department head.

## **ARTICLE XXI**

### **SICK LEAVE**

21.01 Crediting of Sick Leave. Sick leave credit shall accrue to full-time and part-time employees at the rate of 4.6 hours for each eighty (80) hours of service in active pay status, including paid vacation and sick leave, not to exceed fifteen (15) days per year, but not during a leave of absence or layoff. Unused sick leave shall accumulate without limit.

On an annual basis, the Employer will grant an additional four (4) hours of personal time not to be deducted out of sick time, provided the employee has sick time accumulated of 40 hours and has completed their first full year of employment. If the employee accrues 80 hours of sick leave, the employee will be granted eight (8) hours personal time not to be deducted out of sick time, once the employee has completed their first full year of employment. Annually the employee will choose to either utilize a four (4) hour personal day or an eight (8) hour personal day in this manner but, they may not utilize both. This is for the duration of this contract January 1, 2021 through December 31, 2023.

The Employer will grant the use of two (2) eight (8) hour sick days per contract year, to be used as employee's personal days. To be eligible for such use, an employee shall have an accrued bank to cover the requested time off when such time is scheduled to be taken. These can be taken in four (4) hour increments.

The employee must secure authorization three (3) working days prior to the use of such personal day, with an approved form supplied by the Employer.

21.02 Retention of Sick Leave. An employee who transfers from another public agency of the county to the Ashtabula Department of Job & Family Services, shall retain credit for any sick leave earned so long as he/she is employed by the Ashtabula Department of Job & Family Services, except that deduction shall be made for any payment of credit given by the previous agency in lieu of taking sick leave. The previously accumulated sick leave of an employee who has been separated from the public service shall be placed on his/her credit upon his/her reemployment with the Ashtabula Department of Job & Family Services provided that such reemployment takes place within ten (10) years of the date on which the employee was last terminated from public service.

21.03 Expiration of Sick Leave. If illness or disability continues beyond the time covered by earned sick leave, the employee may be granted a disability leave or a personal leave or may take unused vacation, **only if their sick leave is exhausted**, in accordance with the appropriate section of this Agreement.

21.04 Charging of Sick Leave. Sick leave shall be charged in minimum increments of one-tenth (1/10) of an hour. An employee shall be charged for sick leave only for days upon which he/she would otherwise have been scheduled to work. Sick leave payment shall not exceed the normal scheduled workday or workweek earnings.

21.05 Uses of Sick Leave.

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

1. Illness, injury or pregnancy related condition of the employee;
2. Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees as medically documented;
3. Examination of the employee, including medical, psychological, dental or optical examination, by an appropriate practitioner, which cannot be reasonably scheduled during non-working time;
4. Illness, injury or pregnancy related condition of a member of the employee's spouse, children, mother, father, brother, sister, grandparents, father-in-law, mother-in-law, step child, foster child, grandchild, step mother, step father, loco parentis, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, niece and nephew. Employees will be allowed to take one (1) day sick leave to attend the birth of a grandchild and any consecutive days needed must have a physician statement clarifying the medical reason for the continued attendance with said child/grandchild; where the

employee's presence is reasonably necessary for the health and welfare of the qualifying family member;

5. Examination, including medical, psychological, dental or optical of a member of the employee's family as listed in 21.05 (A) (4), by an appropriate practitioner, where the employee's presence is reasonably necessary for the health and welfare of the qualifying family member;

- B. Reasonably necessary time up to five (5) sick days may be granted to the employee who provides verification of the funeral, death, or memorial service of spouse, domestic partner, child, brother, sister, mother, father, loco parentis, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, step grandparents grandchildren, foster child, step child, step mother, step father, aunt, uncle, niece and nephew. Up to three (3) sick leave days may be used as bereavement leave under this provision with only one (1) call to the supervisor. If additional sick leave days for bereavement days are needed, up to the maximum of five (5) days, then the employee must call in to the supervisor each day thereafter.
- C. Employees who are off duty due to an injury sustained on company time, for which compensation has been requested through the Ohio Bureau of Workers Compensation (BWC) may at the employee's option elect to use sick time in lieu of temporary total disability, if available, through BWC. Employees who choose to utilize or are required to utilize Family Medical Leave Act time to cover an injury sustained on company time may, at the employee's option, use accrued sick and vacation time. In circumstances where an employee is eligible for transitional work, the employee is required to apply for transitional work due to a work-related injury. In circumstances where the physician of record does not approve transitional work, the Agency can require that the employee attend an appointment with the Agency's designated provider to substantiate the employee's physician's opinion, at the Employer's cost. In the event the opinions of the two-physician's conflict, a third physician will be chosen and paid for by the Agency and that decision will be binding. In any event, the employee must notify the Agency within forty-eight (48) hours of the injury and of the physician/medical status. Within the next forty-eight (48) hours the employee must submit the transitional duty form, completed by a physician, to the Employer. Should an employee refuse approved transitional work, a motion will be filed with the BWC to deny compensation based on refusal of suitable employment with the employee's physical restrictions. The Agency can take disciplinary action against an employee who refuses approved transitional work.

21.06 Evidence Required for Sick Leave Usage. The Employer may require an employee to furnish a standard written signed statement explaining the nature of the absence to justify the use of sick leave. Falsification of either a written, signed statement or a physician's certificate shall be grounds for disciplinary action.

21.07 Notification by Employee.

**When an employee is unable to work, the employee or identifiable family member shall notify the employer by the report-off telephone line (440-994-1245) not later than one-half (1/2) hour before, and not later than one-half (1/2) hour after the time he/she is scheduled to report for work, on each day of absence, and leave their report-off information, including their name, telephone number where they can be reached and immediate supervisor. The business office will confirm the receipt of the report-off with the supervisor, and the employee will be deemed to have satisfied the report-off notification requirement. Pending technical issues, the employee should notify their supervisor instead.**

21.08 Abuse of Sick Leave. Employees intentionally failing to comply with sick leave rules and regulations shall not be paid. Application for sick leave with intent to defraud will result in dismissal and refund of salary or wage paid. Abuse or patterned use of sick leave shall be sufficient cause for discipline.

21.09 Physician Statement. If medical attention is required, the employee shall be required to furnish a statement from a licensed physician or psychologist notifying the Employer that the employee was unable to perform his/her duties. Such physician statement shall also be required for absence of three (3) or more consecutive workdays due to illness. Employees will be allowed to take one (1) day of sick leave to attend the birth of a grandchild and any consecutive days needed must have a physician statement clarifying the medical reason for the continued attendance with said grandchild. Whenever the Employer suspects abuse of the use of sick leave, he/she may require proof of illness in the form of a physician statement of disability or other proof satisfactory to the Employer to approve the use of such leave.

21.10 Physician Examination. The Employer may require an employee to take an examination, conducted by a licensed physician or psychologist, selected by the Employer to determine the employee's physical or mental capability to perform the duties of the employee's position. The cost of the examination shall be paid by the Employer. The employee may submit documentation from his/her physician or psychologist prior to being placed on leave. Disputes as to the employee's physical or mental health shall be determined by a licensed physician or psychologist mutually selected by the employee and Employer. The fee of the mutually selected physician or psychologist shall be shared equally by the Employer and the employee.

An employee who is found to be unable to perform the essential duties of his/her position, but is still able to perform the duties of a vacant position in the same or a lower pay grade,

may request a voluntary transfer or a reduction to the lower level position. Such request shall be in writing to the Director or designee, stating the reason for the request, and granting of the request shall be at the sole discretion of the Employer. If there is no vacancy or the employee cannot perform the duties of a vacant position, the employee will be given an unpaid leave of absence according to the provisions of Article 25.

21.11 Those employees covered under this agreement who are eligible or who become eligible to retire shall be entitled to convert accrued but unused sick leave to a cash payment on the following basis:

Employees may receive, after completion of ten (10) years of continuous service with the employer, a cash payment in the amount of one (1) hour's pay for each four (4) hours of accrued but unused sick leave at the time of retirement. The maximum payment under this provision shall not exceed two hundred forty (240) hours of pay calculated at one-fourth (1/4) of nine hundred sixty (960) hours of sick leave. If the eligible employee (i.e., employee must be pensionable under an Ohio state pension plan which the employee was a contributing member) dies before leaving the Employer's service, the cash payment shall be made to the employee's estate or to the trustee of the employee's trust.

21.14 Sick Leave Donation

Please refer to the Ashtabula County Policy on Mini

## **ARTICLE XXII**

### **MILITARY LEAVE**

22.01 All employees of the Employer who are members of the Ohio National Guard, the Ohio Defense Corp., the Naval Militia or members of other reserve components of the Armed Forces of the United States are entitled to leave of absence from their respective duties without loss of pay for such time as they are in the military service on field training, on emergency call out or active duty for periods not to exceed a total of thirty-one (31) calendar days in any one (1) calendar year consistent with state and federal law.

22.02 The employee is required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. There is no requirement that the service be in one (1) continuous period of time. The maximum number of hours for which payment may be made in any one (1) calendar year under this provision is one hundred seventy-six (176) hours.

22.03 Employees who have worked for the Employer a minimum of ninety (90) days will be granted a leave of absence without pay to be inducted or to otherwise enter military service.

22.04 An appointment may be made to fill a vacancy created when an employee enters military service. However, if the person filling such a vacancy also enters military service, he/she may be reinstated to the position after completion of service only if the first employee (the original incumbent) fails to apply for reinstatement within ninety (90) days of discharge, or makes a written waiver of all rights to the position.

22.05 An employee who re-enlists while on active duty, or a commissioned officer who voluntarily enters on extended active duty beyond that required upon accepting a commission is not eligible for reinstatement.

22.06 Employees who are members of the Ohio National Guard will be granted emergency leave for mob, riot, flood, civil defense or similar duties when so ordered by the Governor to assist civil authorities. Such leave will be without pay if it exceeds authorized paid military leave for the year. The leave will cover the official period of the emergency.

22.07 A veteran separated or discharged under honorable conditions must make application for reemployment to the former position within ninety (90) days of receipt of an honorable discharge, certificate of service, or receipt of other evidence showing satisfactory completion of service. If an employee is unable to perform the duties of his/her position as of the date of application for reinstatement due to a temporary physical disability, he/she is entitled to the position when the disability is removed provided this occurs within one (1) year of the application for reinstatement.

22.08 The following procedures apply to reinstatement:

- A. Reinstatement must be accomplished within ninety (90) days after application is received by the Employer;
- B. A photo static copy of the discharge or certificate of service must accompany all requests for reinstatement or reappointment;
- C. The veteran must be physically qualified to perform the duties of the position. Where a disability sustained in the military service precludes a restoration to the original position, the veteran will be placed in a position of like status and pay, compatible with his/her physical condition; and
- D. The veteran is entitled to all salary benefits or other advancement accruing to the position during military absence as follows:
  1. Sick leave – that amount which had been accrued at the time of entering service;

2. Vacation leave – time spent on military leave will be counted in determining the employee’s length of service, but no vacation credit will be accrued during the time spent on military leave;
3. Automatic salary adjustments;
4. Any changes in classification or pay range which would have accrued to the position if the employee had been on the job.

**ARTICLE XXIII**

**UNPAID LEAVES OF ABSENCE**

23.01 Eligible employees may qualify for family and medical leave, according to the Family and Medical Leave Policy adopted by the Employer. All qualifying paid and unpaid leave will be counted as part of an employee’s family and medical leave entitlement. Family and medical qualifying leave will be administered according to the Family and Medical Leave Policy of the Department.

23.02 Leave of Absence without Pay

A. Disability Leave

1. The Employer may grant a leave of absence without pay for a period of up to six (6) months to an employee who has exhausted his/her sick leave and cannot return to work due to a disabling illness, injury or condition or a disability due to pregnancy, provided the employee timely requests such leave and presents evidence as to the medical need and probably date for return to active work status.
2. The employee must demonstrate that the probable length of disability will not exceed six (6) months. Any changes in status must be immediately supplied to the Employer. The granting of a leave of absence without pay will be subject to the rules regarding other leaves of absence without pay, and the total time on paid sick leave and unpaid leave shall not exceed a cumulative total of six (6) months. After six (6) months, in those cases where an employee has not been released to return to work, the employee will be placed on a disability separation.

B. Leave of Absence

1. The Employer may grant a leave of absence without pay to an employee upon written application of the employee indicating the reason for such application.
2. Such leave may be granted for good cause shown for a maximum duration of six (6) months for personal reasons of the employee, and may not be renewed or extended beyond six (6) months. Leave may be granted for a maximum period of two (2) years for purposes of education, training or specialized experience which would be of benefit

to the Employer by improved performance of any level, or voluntary service in any government sponsored program of public betterment.

3. Upon completion of such a leave of absence, the employee shall be returned to the position which he/she formerly occupied, or to a position of similar status and pay. He/she may be returned to active pay status prior to the originally scheduled expiration of the leave, if such earlier return is agreed to by the Employer. If it is found that the leave is not actually being used for the purpose for which it was granted, the Employer may impose discipline.
  4. An employee who fails to return to duty at the completion of a leave of absence, without reporting to the Employer, may be terminated from employment.
- C. Any employee utilizing Leave or Leave of Absence as outlined in Sections A and B of this article, must provide a statement indicating his/her anticipated return to work date, upon application for the leave. If an employee is unable to provide a statement indicating an anticipated return to work date with their leave application, he/she must provide a verbal or written report to their supervisor, a minimum of once every ten (10) working days, indicating their status and anticipated return to work date.

## **ARTICLE XXIV**

### **JURY DUTY / COURT LEAVE**

24.01 The Employer shall grant jury duty leave with full pay to any employee who is summoned for jury duty by a court of competent jurisdiction. The employee shall provide the Employer with a copy of the jury duty summons when requesting such leave. All leaves granted by the Employer under the provisions of this Article will commence on the date of appearance noted on the summons. All employees granted such leave will notify the Employer immediately upon completion of the jury duty obligation.

Any compensation or reimbursement for jury duty shall be remitted by the employee to the Employer.

24.02 On days when an employee is released early from his/her jury duty obligation, he/she shall report to work in order to complete his/her regularly assigned shift provided sufficient time remains for such employee to properly report for duty and two (2) hours of work remain.

24.03 Any employee who is appearing before a court or other legally constituted body in a matter in which he/she is a party may use vacation time or leave of absence without pay, at the employee's discretion, provided employee completes required leave paperwork at least five (5) workdays prior to the court date. If five (5) workdays are not given, the Director may deny unpaid

leave and require vacation time be used. Such instances would include, but not be limited to, criminal or civil cases, traffic court, divorce proceedings, custody or appearing as directed as parent or guardian of a juvenile.

## **ARTICLE XXV**

### **BULLETIN BOARDS**

25.01 The Employer agrees to provide a bulletin board in agreed upon areas of the facility for use by the Union.

25.02 All Union notices which appear on the bulletin boards shall be signed, posted and removed by the Local Union President or his/her designee or stewards during non-work time. Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

- A. Union recreational and social affairs;
- B. Notice of Union meetings;
- C. Union appointments;
- D. Notice of Union elections, nominations;
- E. Results of Union elections;
- F. Reports of standing committees, temporary committees and independent arms of the Union; and
- G. Rulings or policies of the Union.

All other notices of any kind not covered in (A) through (G) above must receive prior approval of the Employer or his/her designated representative. It is also understood that no material may be posted on the Union bulletin boards at any time which contain the following:

- 1. Reporting, commentary, endorsement, criticism or any other statement which is politically motivated or considered to be of a political nature, except as provided in (B) through (E) above;
- 2. Personal attacks upon any supervisory or managerial employee, or any other employee, or elected office holder;
- 3. Attacks on any employee organization, regardless of whether the organization has local membership.

25.03 No Union related materials of any kind may be posted anywhere in the Employer's facilities except on the bulletin boards designed for use by the Union.

25.04 If the Employer believes there has been an alleged violation of the provisions of this Article, the Employer shall direct the responsible Union official to remove the material in question.

**ARTICLE XXVI**

**MISCELLANEOUS**

26.01 Restrooms. The Employer agrees to provide, insofar as possible, adequate, clean, sanitary, safe, well-ventilated and adequately supplied restrooms. Employees who have to leave their worksite to use a restroom when the facilities are not working shall not lose any of their pay and will not be required to punch out on the time clock.

26.02 Lunchroom. An area which is usable as a lounge for employees shall be made available. The lounge will be equipped and furnished.

26.03 Union Meetings. The Employer agrees to allow the Union the use of the lunchroom quarterly on an agreeable date from 4:30 p.m. to 6:30 p.m., as operational needs dictate. In the event the County is not able to allow the use of the lunchroom for any given quarter the Union will be notified as soon as possible. The lunchroom facility shall be available under conditions established by the Director.

**ARTICLE XXVII**

**HOLIDAYS**

27.01 All full-time employees covered under this Agreement shall be entitled to the following paid holidays:

New Year’s Day	1 <sup>st</sup> of January
Martin Luther King, Jr. Day	3 <sup>rd</sup> Monday in January
Presidents’ Day	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	19 <sup>th</sup> of June
Independence Day	4 <sup>th</sup> of July
Labor Day	1 <sup>st</sup> Monday in September
Columbus Day	2 <sup>nd</sup> Monday in October
Veterans’ Day	11 <sup>th</sup> of November
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	24 <sup>th</sup> of December*
Christmas Day	25 <sup>th</sup> of December*

\* If Christmas Day falls on a Monday, the Christmas Eve holiday will be taken on the following Tuesday. If Christmas Day falls on a Saturday, the Christmas Eve holiday will be taken on the previous Thursday. If Christmas Day falls on a Sunday, the Christmas Eve holiday will be taken on the following Tuesday.

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

27.03 Full-time employees shall be paid for eight (8) hours at their straight time hourly rate for each of the holidays listed in Section 1 above when no work is performed on such holiday. To be entitled to holiday pay, an employee must work the last scheduled work day preceding the holiday and the first regular scheduled work day following the holiday, unless their absence is excused because of a medical event covered by available sick or vacation time. In the event an employee is on authorized sick leave, the day prior to or following the holiday, proof of illness shall be required.

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

27.05 Permanent part-time employees covered under this Agreement and permanent full-time employees who are on a reduced hours of work schedule for medical reasons, shall be entitled to holiday pay only for those holidays on which they would have otherwise been scheduled to work. Permanent part-time employees, and permanent full-time employees who are on a reduced hours of work schedule for medical reasons, must work the scheduled day before and scheduled day after the holiday and shall be paid only for those hours they would have been scheduled to work.

27.06 Any employee required to work on the Day after Thanksgiving shall not be entitled to overtime or premium pay but shall be entitled to a "floating" holiday of the employee's choice contingent upon the advance approval of the Employer. Affected employees must submit request for any "floating" holidays to the Employer at least twenty-four (24) hours in advance of the date being required.

27.07 Employee Birthday. Each full-time employee will be granted his/her birthday off, with pay, annually after they have completed their first full year of employment. Requests for birthday leave should be made within the first three (3) months of the calendar year when employees are submitting their vacation leave. If the birthday falls within the first three (3) months of the calendar year then employees must notify their immediate supervisor in writing, at least five (5) days prior to their birthday, that the employee will be absent on their birthday. If five (5) days' notice is not provided to the supervisor, the birthday may be denied and rescheduled for a date most convenient to the Employer, within thirty days of the employee's actual birth date. Additionally, the employer or employee may exchange the actual birthday with a different day, in the employee's birth month, to accommodate needs of the work unit and/or when extenuating circumstances arise (i.e., mandatory employee training, unexpected staff reduction, et al). An employee who elects not to take off work for their birthday will not be compensated above and beyond their normal forty (40) hour work week. If the birthday falls during approved time off for bereavement or sick leave, the employee will not be paid for the birthday unless they notified their supervisor within the five (5) day time frame.

The birthdate may not be exchanged for any other day during the year. Birthdays that fall on Saturday will be observed the preceding Friday. Birthdays that fall on Sunday will be observed the following Monday. Birthdays that happen to fall on other holidays will be observed by the employee on the first scheduled work day immediately succeeding the agency-wide holiday



determined, it shall not be changed without the consent of the involved employee except for bona fide emergency situations.

28.04 Employees shall forfeit their right to take or to be paid for any vacation leave to their credit which is in excess of the accrual for four (4) years. Such excess leave shall be eliminated from the employee's leave balance.

28.05 Holidays shall not be charged to an employee's vacation leave.

28.06 An employee is entitled to compensation at his/her current rate of pay, for the prorated portion of any earned but unused vacation leave to his/her credit at time of separation.

28.07 In the case of death of an employee, the unused vacation leave to the credit of any such employee shall be paid to the deceased employee's spouse and then to the estate if no spouse survives.

## **ARTICLE XXIX**

### **BARGAINING UNIT WORK**

29.01 Non-bargaining unit employees will not be assigned to perform tasks, which are normally exclusively performed by employees in the bargaining unit, for the sole purpose of displacing employees.

29.02 Notwithstanding any provisions of this Agreement, the Employer retains the right to utilize "senior aides" under the Senior Aides Program (Title V), providing such utilization does not result in the displacement of any employee.

## **ARTICLE XXX**

### **PERS CONTRIBUTION**

30.01 During the length and duration of this Agreement, the Employer will continue to make the required Employer contributions to PERS, as established by PERS. In addition, the Employer will also contribute the required amount of the employee's gross wages to PERS through the salary deduction method.

30.02 Bargaining unit employees who qualify shall be retired in accordance with the voluntary and compulsory retirement provisions of the State of Ohio Public Employees Retirement System.

All other provisions, benefits and coverage that apply to retirees are in accordance with PERS and this Agreement.

## **ARTICLE XXXI**

## **EXPENSE REIMBURSEMENT**

31.01 Employees are to receive reimbursement for expenses incurred while traveling on required official agency business. Reimbursement for all travel expenses is subject to Director discretion for approval or denial. Employees are eligible for expense reimbursement for meals, lodging or travel that is not a routine part of the job only when travel has been authorized in writing by the Director/designee before expenses are incurred. Expenses shall be reimbursed in the following manner.

### A. Mileage, Parking and Tolls:

1. Employees shall be reimbursed for actual miles traveled while on official County business at the rate equivalent to the current federal IRS rate, on the actual date of travel, when using personal rather than County vehicles. This rate is subject to fluctuation, based on current federal IRS standards. Such payment is considered to be total reimbursement for all vehicle-related expenses (i.e., gas, oil, tires, insurance, depreciation and all other expenses of operation). Mileage reimbursement is payable to only one of two (2) or more employees traveling on the same trip in the same vehicle. If an agency vehicle is available, the employee must use an agency vehicle. If for some reason an employee uses their personal vehicle when an agency vehicle is available, they must complete and sign a waiver, (ADDENDUM E), attesting to the fact that they have personal auto insurance and understand that this personal policy then becomes the payor of first resort and waiving the mileage reimbursement.
  
2. Charges incurred for parking at the destination, and any highway tolls, are reimbursable at the actual amount. Receipts for parking costs and highway tolls are required.

3. No expense reimbursements are paid for travel between home and office.

B. Meals:

1. When an employee is required to travel on County business and travel extends over a meal period, expenses incurred (excluding alcoholic beverages and gratuities) shall be reimbursed up to the limits listed below. When an employee is allowed to travel for optional educational opportunities, approval or non-approval of meal expenses will be determined by the Director. Reimbursement for meals shall not exceed thirty-five (35) dollars per day for a full day of travel preceded and followed by an overnight stay. Partial days of travel shall be reimbursed as follows:

Breakfast (when travel begins before 7:00 a.m.)

Lunch (when travel extends through the period 11:00 a.m. to 1:00 p.m.)

Dinner (when travel extends beyond 6:00 p.m.)

2. An employee shall be reimbursed for the actual cost of meals which are an integral part of a business workshop, training seminar or other working conference.
3. Reimbursement will be in accordance with the most recent Ashtabula County Auditor's Meal Receipt Memo/Policy.

C. Overnight Expenses:

Expenses covering the actual cost of a motel room will be reimbursed in full when an employee travels out of the County on official County business, and such travel requires an overnight stay. The estimated cost must be determined before approval is requested and may be denied, if it is determined by the Director to be unreasonable. The government rate should be requested.

**ARTICLE XXXII**

**EDUCATIONAL EXPENSES**

32.01 The Employer will make every effort to seek and obtain State and Federal funds to establish a tuition reimbursement program for employees (paraprofessionals and clerical) to further their education.

32.02 The Employer agrees to discuss with the Union any tuition reimbursement program and further to discuss methods of developing training and educational programs, which affect the employees in the bargaining unit, as part of the labor-management conferences.

**ARTICLE XXXIII MEDICAL INSURANCE PROGRAMS**

33.01 For the term of this Agreement, the employer agrees to continue to provide hospitalization coverage at the same level and at the same cost as established by the County Commissioners for non-bargaining unit employees of the County.

33.02 The Employer will pay ninety percent (90%) of the premium for the primary plan (basic health insurance) for full-time employees. The employee shall pay the remainder of the premium.

At any time during the term of this Agreement, should the County wish to change health benefits for employees as a result of a change of coverage, carrier or cost to the employee being implemented by the Board of County Commissioners, the Employer will notify the Union of the pending change, and the Union may initiate discussion on the effects of the change by directing a letter to the Employer indicating its desire to do so. The parties shall meet within two (2) weeks of such notice. It is agreed that no change shall be initiated during the two (2) week period.

33.03 Effective January 1, 2024, the Employer will contribute fifty-four dollars and fifty cents (\$54.50) per month per bargaining unit employee on active pay status to the AFSCME Care Fund. Such contribution shall be for the purpose of providing Dental I at \$17.75 per month per employee; Legal \$5.00 per month per month per employee; Vision III at \$16.25 per month per employee; Prescription Drug at \$15.00 per month per employee and Hearing at fifty cents (.50) per month per employee. Employees not participating in the benefit as of the date of this Agreement must submit an enrollment card to the Personnel Office in order to initiate such Employer contribution. The only obligation of the employer under such plan and this section shall be to pay the required premium.

**ARTICLE XXXIV WAGES**

34.01 The starting hourly wage schedule listed below in Article 34.03 will be effective January 1, 2024, and remain in effect until December 31, 2026.

All bargaining unit employees, who have passed probation, and who are on the active payroll as of December 31, 2023, shall receive a \$1.00 per hour wage increase on top of their current hourly base wage, effective the first pay period of 2024. Employees who are on probation effective December 31, 2023, shall not receive the pay increase until they successfully pass probation. Such increase for those employees shall be on the starting rate of pay for their classification.

All bargaining unit employees, who have passed probation, and who are on the active payroll as of December 31, 2024, shall receive a 2% per hour wage increase on top of their current hourly base wage, effective the first pay period of 2025. Employees who are on probation effective December 31, 2024, shall not receive the pay increase until they successfully pass probation. Such increase for those employees shall be on the starting rate of pay for their classification.

The terms and provisions of this agreement shall reopen for all active bargaining unit members, not on probation, sixty (60) days in advance of December 31, 2025, for purposes related to wages only. Said changes shall be effective January 1, 2026. Negotiations shall commence timely following any public notice requirements. The current terms and conditions of this Agreement shall remain in full force and effect during negotiations. By mutual agreement, timelines may be modified to accommodate the negotiation process.

Employees who are on probation effective December 31<sup>st</sup> of a year listed above shall not receive the pay increase until they successfully pass probation. Such increase for those employees shall be on the starting rate of pay for their classification.

Please refer to the detail in Article 34.03 below.

34.02 Wage Plan. The Union and Employer agree to the wage plan set forth below. There are sixteen (16) pay grades, numbered 1 through 16, for each of the current bargaining unit classifications. Each pay grade has an established base rate, experienced rate and maximum rate. In addition, each pay grade is 35% wide (i.e., the base rate times 1.35 equals the maximum rate). For the duration of this Agreement, the following pay grades will be in effect:

<b>Pay Grade</b>	<b>Base Rate</b>	<b>Experience Rate</b>	<b>Maximum Rate</b>
<b>1</b>	<b>\$12.17</b>	<b>\$12.53</b>	<b>\$16.43</b>
<b>2</b>	<b>\$13.26</b>	<b>\$13.66</b>	<b>\$17.90</b>
<b>3</b>	<b>\$14.26</b>	<b>\$14.69</b>	<b>\$19.25</b>
<b>4</b>	<b>\$15.33</b>	<b>\$15.79</b>	<b>\$20.70</b>
<b>5</b>	<b>\$16.47</b>	<b>\$16.97</b>	<b>\$22.25</b>
<b>6</b>	<b>\$17.72</b>	<b>\$18.25</b>	<b>\$23.91</b>
<b>7</b>	<b>\$19.03</b>	<b>\$19.60</b>	<b>\$25.71</b>
<b>8</b>	<b>\$20.47</b>	<b>\$21.08</b>	<b>\$27.63</b>
<b>9</b>	<b>\$22.00</b>	<b>\$22.66</b>	<b>\$29.70</b>
<b>10</b>	<b>\$23.65</b>	<b>\$24.36</b>	<b>\$31.93</b>
<b>11</b>	<b>\$25.43</b>	<b>\$26.19</b>	<b>\$34.33</b>
<b>12</b>	<b>\$27.33</b>	<b>\$28.15</b>	<b>\$38.27</b>

<b>13</b>	<b>\$29.39</b>	<b>\$30.27</b>	<b>\$41.14</b>
<b>14</b>	<b>\$31.60</b>	<b>\$32.54</b>	<b>\$44.23</b>
<b>15</b>	<b>\$33.97</b>	<b>\$34.99</b>	<b>\$47.55</b>
<b>16</b>	<b>\$36.50</b>	<b>\$37.60</b>	<b>\$51.11</b>

Employees hired after December 31, 2023, will be paid starting at the base rate. No employee will be paid below the base rate for his or her job classification. However, the Employer may, at its discretion, place a newly hired employee at a rate up to 3% above the base rate depending on the employee's experience and market conditions (i.e., the base rate times 1.03).

34.03

		01/02/2024
<u>Classification</u>	<u>Pay Range</u>	<u>Starting Range</u>
Custodial Worker	01	\$12.17
Office Worker	01	\$12.17
Clerical Worker (IM, SS) Spec.1)	01	\$12.17
Case Aide	02	\$13.26
Clerical Specialist CSEA, SS (II)	02	\$13.26
Account Clerk WD, Fraud, CSEA (II)	02	\$13.26
Labor Crew Leader		
Social Service Worker Transit (II)	02	\$13.26
Account Clerk Fiscal (III)	05	\$16.47
CSEA Service Representative	05	\$16.47
IM Service Representative	05	\$16.47
Employment Service Representative	05	\$16.47
Investigator	05	\$16.47
Social Service Licensing Specialist		
Social Service Worker APS, Child Care (III)	05	\$16.47
Social Program Specialist	06	\$17.72
Trainer	06	\$17.72

34.04 Exceeding the Maximum Rate. Employees whose hourly rates on or before January 2, 2024, are equal to or greater than the maximum rate established for their respective job classifications will receive their raises in the form of a one-time, lump sum payment, paid in the first full pay period after January 1 in the year that the raise took effect. The one-time, lump sum payment is equal to \$1.00 times 2,080 for 2024; employee's current hourly rate times 2% times 2,080 for 2025; and employee's current hourly rate times? times 2,080 for 2026.

Employees whose hourly rates on or before January 2, 2024, are less than the maximum rate established for their respective job classifications, but whose new hourly rates including raises would exceed the maximum rate for their respective classification, will receive the following:

- a. A wage increase effective January 1<sup>st</sup> in the year that the raise took effect, which will sufficiently bring the employee's hourly rate to the maximum rate for their respective classification; and
- b. The remaining balance of the contract increase of the employee's then current rate, paid in the form of a one-time, lump sum payment effective January 1<sup>st</sup> in the year that the raise took effect. The one-time, lump sum payment is equal to the remaining balance times 2,080 hours.

34.05 When an employee who is promoted (being placed in a higher pay range) he/she will advance to the higher of a three percent (3%) increase or placement at the starting rate of the pay range for that classification. Employees are required to serve the contractual promotional probationary period.

34.06 An employee who is demoted (being placed in a lower pay range) imposed by the Employer shall receive a three percent (3%) wage decrease. An employee who bids on a position that results in a demotion (being placed in a lower pay range), shall receive the starting wage of the new position or a seven percent (7%) wage decrease from the starting wage of the current classification, whichever is the greater reduction in pay.

34.07 Commencing after the fifth (5<sup>th</sup>) year of employment, employees shall receive a longevity payment of two percent (2%) of the classification start rate and a one-half percent (.05%) increase each year thereafter of the classification start rate to a maximum of 9.5% of the classification start rate after twenty (20) or more years of service as set forth below:

After 5 years of service: 2.0% of the classification start rate  
After 6 years of service: 2.5% of the classification start rate  
After 7 years of service: 3.0% of the classification start rate  
After 8 years of service: 3.5% of the classification start rate  
After 9 years of service: 4.0% of the classification start rate  
After 10 years of service: 4.5% of the classification start rate  
After 11 years of service: 5.0% of the classification start rate  
After 12 years of service: 5.5% of the classification start rate  
After 13 years of service: 6.0% of the classification start rate  
After 14 years of service: 6.5% of the classification start rate  
After 15 years of service: 7.0% of the classification start rate  
After 16 years of service: 7.5% of the classification start rate  
After 17 years of service: 8.0% of the classification start rate  
After 18 years of service: 8.5% of the classification start rate  
After 19 years of service: 9.0% of the classification start rate  
After 20 years of service: 9.5% of the classification start rate

34.08 Employees hired after January 1, 2017 will be eligible for longevity payments commencing after their fifth (5<sup>th</sup>) year of employment, in addition, those hired on or after January 1, 2012 will receive longevity commencing after their fifth (5<sup>th</sup>) year of employment.

34.09 Effective January 1, 2012 the starting rate of new hires to the Agency only, will be 95% of the starting rate of the classification the employee is hired. Upon completion of six months or one hundred eighty (180) days of the probationary period, the employee will then receive the full starting rate afforded the classification in which the employee is hired.

## **ARTICLE XXXV**

### **DEVELOPMENTAL LEAVE**

35.01 Employees who have completed one year of service with the agency may be entitled to a maximum of three (3) paid working days (24 hours) per year for developmental leave purposes to take job related course work or training, granted at the discretion of the director.

35.02 An employee must request developmental leave at least five (5) working days in advance of the date(s) being requested. Approval of the developmental leave shall be at the sole discretion of the Employer based upon “job relatedness” and operational needs.

35.03 Employees approved for developmental leave shall be paid their regular days wages and shall not be entitled to overtime pay for any additional hours inclusive of any travel time.

Additionally, an employee shall not be entitled to mileage for any travel involved in attending such course work or training. The Employer will make every attempt to notify the employee of approval or denial, prior to the date of training.

35.04 Employees who are permitted to serve on behalf of the agency as a Notary Public, shall be compensated for the expenses of said certification in the same manner as non-bargaining unit employees, as set forth by management. Current non-bargaining unit employees are reimbursed for attendance at the Notary Public training class and travel. The employees pay for their own stamp.

**ARTICLE XXXVI** **ON-CALL LEAVE**

36.01 When an employee is required to carry a pager and be available to respond to a call-in to work during non-duty hours, the employee will be paid one (1) hour of it at his/her overtime rate of pay (1-1/2 times his/her hourly rate) for each day he/she is required to carry a pager.

36.02 If an employee who is on-call is required to report to work, he/she will be paid his/her regular or overtime rate, as defined in Article XIX, for all hours actually worked.

36.03 An employee who is called in to work during non-duty hours will be paid mileage from his/her home to the agency and back.

**ARTICLE XXXVII** **BEREAVEMENT LEAVE**

37.01 An employee will be granted up to three (3) days paid leave who provide verification of the funeral, death, or memorial service by completing Affidavit for Leave Due to Death (ADDENDUM D) of his/her brother, sister, spouse, domestic partner, child, mother, father, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents, step grandparents, grandchildren, foster child, step-child, step-mother, step-father, loco parentis, aunt, uncle, niece or nephew, step-brother and step-sister.

37.02 Additional paid leave charged against sick time for the above family members, or any other member of the family will be allowed as stated in Article XXI, Paragraph 21.05 (B).

37.03 If a relative is not listed in the approved bereavement list, the employee can use one (1) sick day to attend the funeral of that relative.

**ARTICLE XXXVIII** **SEVERABILITY**

38.01 This Agreement is subject to all applicable federal and state laws and shall be interpreted wherever possible so as to comply fully with such laws, provisions or any official decision interpreting them.

38.02 If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement shall not be affected thereby. In the event any provision herein is so rendered invalid, upon written request either party hereto, the Employer and the Union will meet promptly for the purpose of negotiating a mutually satisfactory replacement for such provision.

**ARTICLE XXXIX** **TOTAL AGREEMENT**

39.01 This Agreement represents the entire agreement between the Employer and the Union and unless specifically and expressly set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect may be modified or discontinued at the sole discretion of the Employer.

**ARTICLE XL** **DURATION OF AGREEMENT**

40.01 This Agreement shall be effective January 1, 2024, and shall remain in full force and effect until midnight December 31, 2026, unless otherwise terminated as provided herein.

If either party desires to modify, amend or terminate this Agreement, it shall give written notice of such intent no earlier than one hundred twenty (120) calendar days prior nor later than ninety (90) calendar days prior to the expiration date of this Agreement. Such notice shall be by certified mail with return receipt. The parties shall commence negotiations within two (2) calendar weeks upon receiving notice of intent.

The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals on any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. The provisions of this Agreement constitute the entire Agreement between the Employer and the Union and all prior Agreements, either oral or written, are hereby canceled. Except as provided herein, the Employer and the Union, for the life of this Agreement, each voluntarily and unequivocally

waive the right, and each agrees that the other shall not be obligated to bargain collectively or individually with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge of either or both parties at the time they negotiated or signed this Agreement.

**ARTICLE XLI**

**DRUG FREE WORKPLACE**

41.01 All employees are subject to the Ashtabula County Drug Free Workplace Policy and all drug testing requirements contained in that policy. All costs for drug testing which are conducted after the employee completes a prescribed program shall be split evenly between the Employee and the Employer.

**ARTICLE XLII**

**EXECUTION**

42.01 This Agreement shall be effective January 1, 2024, and shall remain in full force and effect until midnight December 31, 2026, unless otherwise terminated as provided herein.

This Agreement is hereby entered this \_\_\_\_\_ day of December 2023.

For the Employer:

For the Union:

\_\_\_\_\_  
Casey Kozlowski, Commissioner

\_\_\_\_\_  
Tracey Oates, Staff Representative, Council 8

\_\_\_\_\_  
Kathryn Whittington, Commissioner

\_\_\_\_\_  
Jennifer Muscio, President AFSCME

\_\_\_\_\_  
J. P. Ducro, Commissioner

\_\_\_\_\_  
Cathy Coffield, Vice-President

\_\_\_\_\_  
Coleen O' Toole, Prosecutor

\_\_\_\_\_  
Patrick J. Arcaro, Executive Director

## **ADDENDUM A**

### **BILINGUAL PAY**

The bilingual interpreter's position supplement shall be twenty-five (.25) cents per hour, effective January 1, 2009. The Employer shall designate certain positions as bilingual. Bilingual assigned employees shall attend trainings at the expense of the Employer. No bilingual employee may refuse to provide interpreter services to a customer upon the request of a supervisor. Such a refusal will be disciplined as insubordination and loss of supplement in new wage if they refuse.

## **ADDENDUM B**

### **Involuntary Demotion**

An employee who is involuntarily demoted or fails their probationary period may not bid on another position for a period of one (1) year from the time the employee is notified of his/her demotion by the Employer, and he/she assumes the position, unless the time period is specifically waived by the Employer.

ADDENDUM C  
OFFICIAL GRIEVANCE FORM

Grievance # \_\_\_\_\_ Step # \_\_\_\_\_

Employee Name: \_\_\_\_\_

Employee classification: \_\_\_\_\_ Immediate Supervisor: \_\_\_\_\_

Date and Time of Incident: \_\_\_/\_\_\_/\_\_\_ Time: \_\_\_\_\_ A.M./P.M.

Date Grievance First Discussed: \_\_\_/\_\_\_/\_\_\_

Date Grievance was Filed in Writing at Step One: \_\_\_/\_\_\_/\_\_\_

1. This grievance alleges that: \_\_\_ a. Article \_\_\_ Section \_\_\_ was violated: OR  
\_\_\_ b. Disciplinary action was not appropriately applied.
2. Explain what was done, and how and why the action was inappropriate.

Remedy requested to resolve the grievance.

\_\_\_\_\_

I authorize the AFSCME Local 14 as my representative to act for me in the disposition of this grievance.

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Union Representative's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

DATE SUBMITTED TO MANAGEMENT REPRESENTATIVE: \_\_\_/\_\_\_/\_\_\_

(To be filled out by Management Representative)

DATE RECEIVED BY MANAGEMENT REPRESENTATIVE: \_\_\_/\_\_\_/\_\_\_

DISPOSITION OF GRIEVANCE:

\_\_\_\_\_

DATE PRESENTED TO EMPLOYEE/UNION REPRESENTATIVE: \_\_\_/\_\_\_/\_\_\_

Employee's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Union Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Management Representative: \_\_\_\_\_ Title: \_\_\_\_\_

The employee has until \_\_\_/\_\_\_/\_\_\_ to pursue this grievance to the next step.

ADDENDUM D  
ACJFS MILEAGE WAIVER AND PERSONAL AUTO INSURANCE ATTESTATION

I, \_\_\_\_\_, hereby waive the mileage allowance for driving my personal vehicle to  
\_\_\_\_\_

for \_\_\_\_\_ at \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_\_.

I also carry a personal auto insurance policy that provides coverage for me whenever and wherever I drive my vehicles, including \_\_\_\_\_, and understand that this policy then becomes the payor of first resort.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

Sworn to before me and subscribed in my presence this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires \_\_\_\_\_

**ADDENDUM E**

**Affidavit for Leave Due to Death in the Family**

I, \_\_\_\_\_, hereby certify that \_\_\_\_\_  
Employee (Print) Name of Deceased Person (Print)

is my \_\_\_\_\_ and has passed away. I am requesting:  
Relationship to Employee

\_\_\_\_\_ Days of bereavement

\_\_\_\_\_ Days of sick

\_\_\_\_\_ Days of vacation leave.

I understand that I get a maximum of three days of bereavement and five days of sick leave per death, if needed. I further understand that the information will be used by Ashtabula County Jobs & Family Services for the sole purpose of determining my eligibility for leave. This information will be treated as confidential as to the extent permitted by Ohio law. Any falsification of information on this affidavit may be grounds for discipline up to and including termination.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

