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1512-01  
K28383

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**MAHONING COUNTY  
DEPARTMENT OF JOBS AND FAMILY SERVICES  
CHILD SUPPORT ENFORCEMENT AGENCY**

**AND**

**BOARD OF  
MAHONING COUNTY COMMISSIONERS**

**AND**

**OHIO COUNCIL 8 AND LOCAL 3577  
OF THE  
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES  
(AFSCME)**

**EFFECTIVE JANUARY 1, 2011 THROUGH DECEMBER 31, 2013**

**SERB CASE NUMBER 2010-MED-10-1576**

## TABLE OF CONTENTS

ARTICLE 1 PREAMBLE .....	1
1.01 Parties to Agreement: Purpose of Agreement.....	1
1.02 Cooperative Efforts of Labor Management .....	1
ARTICLE 2 RECOGNITION .....	2
2.01 Bargaining Unit Defined.....	2
2.02 Sole and Exclusive Representation of Bargaining Unit Employees .....	2
ARTICLE 3 NON-DISCRIMINATION .....	2
ARTICLE 4 NO STRIKE-NO LOCKOUT.....	3
ARTICLE 5 UNION REPRESENTATION .....	4
5.01 Visits of Union Service Representatives to Employer's Premises .....	4
5.02 Staff and Steward Visits.....	4
5.03 Recognition of Individuals Who May Process Grievances .....	5
5.04 Change in Stewards: Notification to Employer .....	5
5.05 Copy of Agreement to New Bargaining Unit Employees .....	5
5.06 Union Activities Not to Interfere With Agency Services .....	5
5.07 Bulletin Boards .....	6
ARTICLE 6 DUES DEDUCTION / FAIR SHARE FEE .....	6
ARTICLE 7 MANAGEMENT RIGHTS .....	8
ARTICLE 8 CORRECTIVE ACTION DISCIPLINE.....	9
8.01 Corrective Action.....	9
8.02 Discipline .....	10
8.03 Employee Rights.....	12
8.04 Predisciplinary Conference .....	12
ARTICLE 9 GRIEVANCE PROCEDURE.....	14
ARTICLE 10 ARBITRATION PROCEDURE.....	17
ARTICLE 11 PROBATIONARY PERIOD .....	18
ARTICLE 12 SENIORITY.....	19
ARTICLE 13 VACANCIES AND PROMOTIONS .....	20
13.01 Vacancies Defined .....	20
13.02 Vacancies .....	20
13.03 Job Openings and Promotions .....	20
13.04 Steward May Submit Bid When .....	21
13.05 Probationary Period for Employee Who Fills Vacancy.....	21
13.06 Lateral Transfers .....	21
ARTICLE 14 LAYOFF AND RECALL.....	22
ARTICLE 15 TEMPORARY POSITIONS.....	24
15.01 Temporary Positions, Procedures, Exceptions.....	24
ARTICLE 16 HOURS OF WORK.....	25
16.01 Hours of Work: Lunch and Breaks .....	25
ARTICLE 17 OVERTIME.....	27
17.01 Offering and Assignment of Overtime .....	27
ARTICLE 18 NEW JOB IN THE BARGAINING UNIT.....	27
18.01 Training.....	27
18.02 Computerization Will Not Prima Facie Affect Classification .....	28
18.03 New or Changed Job in the Bargaining Unit .....	28

## TABLE OF CONTENTS

ARTICLE 19 JOB DESCRIPTIONS .....	28
19.01 Descriptions Provided to Employees .....	28
19.02 Union Notification of Job Descriptions and Table of Organizations .....	28
ARTICLE 20 SICK LEAVE .....	28
ARTICLE 21 OTHER PAID LEAVES OF ABSENCE .....	31
21.01 Personal Leave/Accumulation/Use .....	31
21.02 Jury Duty Pay/Court Leave .....	32
21.03 Military Leave .....	33
21.04 Bereavement Leave .....	33
ARTICLE 22 LEAVES WITHOUT PAY .....	33
22.01 Leaves of Absence .....	33
22.02 No Change in Seniority Date .....	34
22.03 Parental Leave .....	34
22.04 Personal Leave of Absence .....	34
22.05 Union Leave .....	34
22.06 Disability Leave .....	35
22.07 No Accumulation of Leaves While on Leave Without Pay .....	36
22.08 Reasons for Denying Leave in Writing .....	36
22.09 Failure to Return from Leave .....	36
22.10 Benefits While on Leave without Pay .....	36
22.11 Family and Medical Leave Act .....	37
ARTICLE 23 HOLIDAYS .....	37
23.01 Holidays Declared .....	37
23.02 Additional Days Off .....	38
ARTICLE 24 VACATIONS .....	38
24.01 Vacations .....	38
ARTICLE 25 INSURANCE COVERAGE .....	39
25.01 Hospitalization Coverage .....	39
25.02 Contribution Rates .....	40
25.03 AFSCME Care Plan .....	40
25.04 Insurance Opt Out .....	40
25.05 Alternative Plans .....	40
25.06 Flexible Spending Plan .....	41
25.07 Insurance Coverage .....	41
ARTICLE 26 REIMBURSEMENT .....	41
26.01 Reimbursement Rates and Rules .....	41
26.02 Reimbursement .....	42
ARTICLE 27 AGENCY POLICIES AND PROCEDURES .....	43
27.01 Definitions and Procedures .....	43
ARTICLE 28 PERSONNEL RECORDS .....	44
28.01 Access to Records .....	44
ARTICLE 29 LABOR/MANAGEMENT MEETINGS .....	44
29.01 Labor Management Meetings .....	44
29.02 Meeting Agendas and Purpose .....	44
29.03 Special Meetings .....	45
ARTICLE 30 HEALTH AND SAFETY .....	45

## TABLE OF CONTENTS

30.01	Goal of Safe Workplace.....	45
30.02	Conditions: First Aid Kit: Sanitary Restrooms.....	45
30.03	Health and Safety Meetings.....	46
30.04	Work Injuries: Exposure to Potentially Dangerous Conditions.....	46
ARTICLE 31 CONTRACTING OUT.....		46
ARTICLE 32 TOTAL AGREEMENT.....		47
ARTICLE 33 OBLIGATION TO NEGOTIATE.....		47
ARTICLE 34 SUBSTANCE TESTING AND ASSISTANCE.....		47
ARTICLE 35 EMPLOYEE ASSISTANCE PROGRAM (EAP).....		49
ARTICLE 36 SUCCESSORSHIP.....		50
36.01	Agreement Binding on Successors: Exceptions.....	50
36.02	Effects of Bargaining.....	50
ARTICLE 37 CONFORMITY TO LAW AND SEVERABILITY.....		50
37.01	Laws and Regulations.....	50
37.02	Determination by Court: Negotiation of Alternative Language.....	50
ARTICLE 38 PARKING.....		51
ARTICLE 39 WAGES.....		51
39.01	Wages.....	51
39.02	Step Advancement.....	51
ARTICLE 40 INCLEMENT WEATHER.....		52
40.01	Compensation.....	52
ARTICLE 41 INJURED ON DUTY POLICY AND TRANSITIONAL WORK.....		52
41.01.	Injury on Duty Leave.....	52
41.02.	Eligibility.....	53
41.03.	Healthcare Coverage.....	53
41.04.	Independent Medical Review.....	53
41.05.	Rate of Pay.....	53
41.06.	Denial of Workers' Compensation Claim/Reimbursement.....	53
41.07.	Concurrent FML/Exhaustion of Injury on Duty Benefits.....	54
41.08.	Transitional Work/Light Duty Program.....	54
41.09.	False Claims/Abuse.....	55
ARTICLE 43 DURATION.....		55
43.01	Term of Agreement.....	55
APPENDIX A, EMPLOYEE RIGHTS.....		55
APPENDIX B, APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION.....		57
APPENDIX C, AGENCY NOTICE OF BUMPING.....		58
APPENDIX D, EMPLOYEE BASE WAGE SCHEDULE.....		59

**ARTICLE 1**  
**PREAMBLE**

**1.01 Parties to Agreement: Purpose of Agreement**

- A. This Agreement is entered into by and between the County of Mahoning, State of Ohio, acting by and through its Board of County Commissioners, the Mahoning County Child Support Enforcement Division of Mahoning County Department of Job and Family Services, an agency which has been established in accordance with the rules and regulations promulgated by the Ohio Department of Job and Family Services, Bureau of Child Support, both hereinafter collectively and alternately referred to as “Employer,” “Agency,” “MCCSEA,” or the “County,” and Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO, and Ohio Council 8, American Federation of State, County, and Municipal Employees, AFL-CIO, Local No. 3577, both hereinafter referred to as “Union,” or “AFSCME.”
- B. The Union is the certified exclusive public employee collective bargaining representative for the public employees as defined in the Ohio Collective Bargaining Law, Ohio Revised Code Chapter 4117, and as certified by the State Employment Relations Board (hereinafter “SERB”). As used herein, “employee” or “employees” refers to all employees in the bargaining unit.
- C. Among the purposes of this Agreement are to promote harmonious relationships between the Union and the Employer by providing a forum for the discussion and resolution of differences, to set forth the rights and obligations of both the Union and the Employer, and to provide a fair and responsible method of enabling employees covered by this Agreement to participate, through Union representation, in the establishment of wages, hours, and terms and conditions of employment.

**1.02 Cooperative Efforts of Labor Management**

To mutually agree to the following to insure professional conduct at all times:

- A. To treat all employees and clients in a respectful and professional manner.
- B. To promote orderly, harmonious and cooperative employee relations.
- C. To responsibly conduct themselves as adults and to follow all work rules and policies.
- D. To promote a work environment free of harassment and intimidation.

**ARTICLE 2**  
**RECOGNITION**

**2.01 Bargaining Unit Defined**

- A. The bargaining unit shall be defined as all employees of the Mahoning County Board of County Commissioners/Mahoning County Child Support Enforcement Division of Mahoning County Department of Job and Family Services and as certified by the State Employment Relations Board (“SERB” herein); a copy of said certification is attached hereto and is made a part of this Agreement by this reference. Positions excluded shall be those required by law and certified by SERB. All provisions of law relating to the certification and representation of such bargaining unit employees shall be as contained in Ohio Revised Code Chapter 4117, and shall be considered a part hereof by this reference.
- B. Excluded from the bargaining unit are all management level employees, professional employees, supervisors and employees as defined in the Ohio Public Employees Collective Bargaining Act.

**2.02 Sole and Exclusive Representation of Bargaining Unit Employees**

The Employer recognizes the Union as the sole and exclusive representative for all employees covered by this Agreement as certified by SERB.

**ARTICLE 3**  
**NON-DISCRIMINATION**

- 3.01** The Employer and the Union agree that they shall not discriminate against any employee on the basis of age, gender, sexual orientation, color, creed, national origin, political affiliation, religion, marital status, military status, disability or union activity.
- 3.02** The Employer agrees that it shall not discriminate against, interfere, restrain or coerce any employee because of membership in the Union or because an employee holds Union office, nor shall it interfere with an employee's right to become a member of the Union.
- 3.03** Neither the Union nor the Employer will tolerate sexual harassment or any harassment of any kind. Sexual harassment is defined as a continuing pattern of unwelcome sexual advances, request for sexual favors, or other verbal or physical conduct of a sexual nature by supervisors, fellow employees, or clients under any of the following conditions:
  - A. When submission to the conduct involves a condition of the individual's employment, stated or implied;
  - B. When the individual's submission or refusal is used, or might be used, as the basis for an employment decision which affects the individual; and/or

- C. When the conduct unreasonably interferes with the individual's job performance or creates a work environment that is intimidating, hostile, or offensive.

The Director is responsible for handling all complaints of harassment, except in those cases involving himself/herself, and for insuring that all are investigated fully and fairly, regardless of the manner in which they are made or the individuals involved. Should the Director be the subject of a complaint of harassment, then the complaint should be made to the County Human Resources Director. If the evidence shows a pattern of harassment, as described above, the Director shall take appropriate disciplinary action against the offending employee, up to and including discharge from employment.

If the employee or the Union is dissatisfied with the determination of the Director or the County Human Resources Director, they may resubmit such complaint directly to Step 4 of the grievance procedure.

### **3.04 ADA Compliance**

The Union and the Employer agree this contract will comply with the Americans with Disabilities Act (ADA). If an employee with a bona fide disability under the ADA makes a request for a reasonable accommodation under the Act, the employee has the right to Union representation during the process to identify the accommodation.

- 3.05** All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include both male and female employees.

- 3.06** All bargaining unit employees shall be treated in a fair and equal manner.

## **ARTICLE 4** **NO STRIKE-NO LOCKOUT**

- 4.01** The Union does hereby affirm and agree that it will not either directly or indirectly call, sanction, encourage, finance or assist in any way, nor shall any employee instigate or participate, either directly or indirectly, in any strike, slowdown, walkout, work stoppage, or other concerted interference with or the withholding of services from the Employer.

- 4.02** In addition, the Union shall cooperate at all times with the Employer in the continuation of its operations and services and shall actively discourage and attempt to prevent any violation of this article. If any violation of this article occurs, the Union shall immediately notify all employees that the strike, slowdown, work stoppage, or other concerted interference with or the withholding of services from the Employer is prohibited, not sanctioned by the Union and order all employees to return to work immediately.

- 4.03** It is recognized by the parties that the Employer is responsible for and engaged in activities which are the basis of health and welfare of its citizens and that any violation of this article would give rise to irreparable damage to the Employer and the public at large.

Accordingly, it is understood and agreed that in the event of any violation of this article, the Employer shall be entitled to seek and to obtain immediate injunction relief, and any and all other remedies permissible by law.

- 4.04** The Employer agrees that it will not lock-out employees, nor prevent the continuity of performance of assigned work by employees in the daily and usual operations of services performed by such employees. It is understood and agreed that in the event of any violation of this article, the Union shall be entitled to pursue any and all remedies provided for by this Agreement or by law.

## **ARTICLE 5**

### **UNION REPRESENTATION**

#### **5.01 Visits of Union Service Representatives to Employer's Premises**

Professional service representatives shall be admitted to the premises of the Agency, during normal office hours, upon advance notification to the Director. Visits by non-employee Union representatives shall not unduly disrupt normal work operations of the Agency. If the date and time of the proposed visit would unduly disrupt the Agency, the Director will offer one or more alternative dates and times, which shall be as soon as practicable after the date and time of the proposed visit.

#### **5.02 Staff and Steward Visits**

- A. A representative of the Union, including non-employee representatives, may visit with the employees covered by this Agreement during normal working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties and for processing grievances. A steward shall have the right to visit with the employees within his jurisdiction during reasonable times and reasonable periods for the purpose of orderly settlement of grievances. Stewards shall be permitted a reasonable amount of time during working hours without loss of pay or benefits, not to exceed ten (10) hours per month to perform appropriate Union representative duties. Alternate stewards shall be permitted a reasonable amount of time during working hours, not to exceed five (5) hours per month, and only to act in the stead of the regular stewards should the regular stewards be absent from work or otherwise unable to be present. The maximum number of hours per month allowed for all stewards, alternate stewards, the chief Stewards, and Union president shall be forty (40) hours total per month. The President shall have reasonable time except when acting in the capacity of a steward. Appropriate Union duties performed under this section are:
1. Discussion, investigation, processing and settlement of employee grievances; or
  2. Representation of an employee at disciplinary or predisciplinary conferences.
- B. To facilitate the continuous operation of the Agency, the Union's employee representative will personally notify his immediate supervisor prior to engaging in the above mentioned duties, for suitable coverage to be arranged for his position. The employee representative

must obtain prior written approval, which will not be unreasonably denied by the supervisor. The steward may not leave his job assignment until such time as he is permitted by this supervisor and department head, and permission shall not be unreasonably denied.

- C. When it is necessary for a steward to enter a department or unit, the steward shall notify the supervisor and department head of that department or unit and shall advise the supervisor and department head of the purpose for the steward's presence.

### **5.03 Recognition of Individuals Who May Process Grievances**

- A. The Employer shall recognize three (3) stewards, two (2) alternate stewards, a chief steward, and the local president, for a total of seven (7) employees, who may process grievances.
- B. The President of the Union shall process grievances only if none of the individuals listed herein are available to process grievances.
- C. A list of such individuals shall be provided to the Employer designating the name and title of each such employee and the area or department the steward is responsible for representing. Management reserves the right to call on any of the seven (7) designees for the purpose of official contact or notice to the Union. Every effort will be made to contact the appropriate steward first.

### **5.04 Change in Stewards: Notification to Employer**

Should the need for a steward to be replaced arise, the Union, within two (2) weeks, will appoint a new steward. The Union shall notify the Agency of said change. During this transition, another current steward may fill the position, until a new steward takes office. Within thirty (30) days after the execution hereof, the Union shall provide the Agency a written list of the stewards, alternate stewards, chief steward and local president. Any changes are to be reported, in writing, to the Agency within ten (10) working days of the effective date of said changes.

### **5.05 Copy of Agreement to New Bargaining Unit Employees**

The Agency will provide each new bargaining unit employee a copy of the collective bargaining agreement.

### **5.06 Union Activities Not to Interfere With Agency Services**

Employees shall not congregate in unofficial meetings during working hours to discuss the collective bargaining agreement, ongoing grievances, pending grievances and potential grievances. Employees shall not permit child support activities to be curtailed due to a discussion of Union activities.

## **5.07 Bulletin Boards**

- A. The Agency shall provide the Union with a bulletin board for use by the Union. Materials related to the following matter may be posted:
1. Union recreational and social affairs;
  2. Notice of Union meetings;
  3. Union appointments;
  4. Notice of Union elections;
  5. Results of Union elections;
  6. Reports of non-political standing committees and independent non-political arms of the Union;
  7. Publications, ruling or policies of the Union; and
  8. Union election material.
- B. Any notices of any kind not covered by Section 5.07 (A) (1) through (8) above must receive prior approval of the Human Resources Manager. No material may be posted on the bulletin boards at any time which contains the following:
1. Personal attacks upon any other member or any other employee;
  2. Scandalous, scurrilous or derogatory attacks upon administration or county officials;
  3. Attacks on any other employee organization; or
  4. Attacks on and/or favorable comments regarding a candidate for public office.
- C. Postings which have served their purposes will promptly be removed by the appropriate union officials.

## **ARTICLE 6**

### **DUES DEDUCTION / FAIR SHARE FEE**

- 6.01** The Union shall notify the Employer in writing of any increase or decrease in the current dues. Such adjustment in the amount deducted by the Employer shall be made by the second deduction period following notification.

- 6.02** The Employer shall be relieved from making such deduction upon (1) termination of employment, (2) transfer to a non-bargaining unit position, (3) layoff from a bargaining unit position, or (4) unpaid leave of absence.
- 6.03** The Union agrees to hold the Employer harmless in any suit, claim or administrative proceeding arising out of or connected with the imposition, determination, or collection of dues, and to indemnify the Employer for any liability imposed on it as a result of any such suit, claim, or administrative proceeding. For purposes of this section, the term “Employer” includes Mahoning County and its various officers and officials, whether elected or appointed.
- 6.04** Each bargaining unit employee who is not a member of the Union shall, as a condition of employment, pay a fair-share fee to the Union. The fair share fee obligation shall commence on:
- A. The execution of this Agreement for all current employees who have been employed for more than sixty (60) calendar days.
  - B. The sixty-first (61<sup>st</sup>) calendar day of employment for all current employees who have not completed sixty (60) calendar days of employment as of the effective date of this Agreement.
  - C. The sixty-first (61<sup>st</sup>) calendar day of employment for each employee hired after the effective day of this Agreement.
- 6.05** Fair share fees shall be paid by automatic, payroll deduction. Fair share fee deductions do not require prior authorization from the affected employees. Fair share fees shall be deducted in amounts determined by the Union.
- 6.06** Fair share fee payroll deductions and transmittals shall be made in the same manner provided herein for dues deductions. The Employer shall provide the Union an alphabetical list of the names and addresses of each employee on whose account a fair share fee was deducted during the previous month including the amount of the deduction.
- 6.07** Both the Employer and the Union intend that this article be lawful in every respect. If any court of last resort determines any provision of this article is illegal, that provision, alone, shall be void. Invalidation of any provision of this article does not invalidate the remaining provisions. If a provision is judicially invalidated, the Employer and the Union shall meet within fourteen (14) calendar days after the entry of judgment to negotiate lawful alternative provisions.
- 6.08** This article does not waive any of the Employer's rights to seek judicial review of any of its provisions at any time.
- 6.09** The Union warrants and guarantees to the Employer that no provision of this article violates the constitution or laws of either the United States of America or the State of Ohio. Therefore, 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. The Union will have sole responsibility for control, distribution and collection of all dues cards.

**6.10** This article constitutes the entire agreement between the Union and the Employer with respect to fair-share fees. All other agreements are hereby rendered void. No portion of this article may be amended except by written signed agreement of the parties.

**6.11** The Employer will deduct voluntary contributions to AFSCME's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.

The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20635. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction.

The list must be separate from the list of employees who had Union dues deducted and the list of employees who had fair share fees deducted.

An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.

The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.

All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

## **ARTICLE 7**

### **MANAGEMENT RIGHTS**

**7.01** Not by way of limitation of the following paragraph, but to only indicate the type of matters or rights which belong to and are inherent to the Employer, the Employer retains the right to 1) hire, evaluate, discharge, transfer, suspend and discipline employees for just cause; 2) determine the number of persons required to be employed, laid off, or discharged for just cause; 3) determine the qualifications of employees covered by this Agreement; 4) determines the starting and quitting time and number of hours to be worked by its employees; 5) make any and all reasonable rules and regulations; 6) determine the work assignments of its employees; 7) determine the basis for selection, retention and promotion of employees or for positions not within the bargaining unit

established by this Agreement; 8) determine the type-of equipment used and the sequence of work processes; 9) determine the making of technological alterations by revising either process or equipment, or both; 10) determine work standards and the quality and quantity of work to be produced; 11) select and locate buildings and other facilities; 12) establish, expand, transfer and/or consolidate work processes and facilities; 13) transfer or subcontract work; 14) consolidate, merge, or otherwise transfer and or all of its facilities, property, processes or work with or to any other entity or effect or change in any respect the legal status, management responsibility of such property, facilities, processes of work; 15) terminate or eliminate all or any part of its work or facilities.

- 7.02** In addition, the Union agrees that all of the functions, rights, powers, responsibilities and authority of the Employer in regard to the operation of its work and business and the direction of its workforce which the Employer has not specifically abridged, deleted, granted or modified by the express and specific written provisions of this Agreement are, and shall remain, exclusively those of the Employer and shall not be subject to the grievance procedure herein contained.

## **ARTICLE 8**

### **CORRECTIVE ACTION DISCIPLINE**

#### **8.01 Corrective Action**

- A. It is mutually agreed by the Employer and the Union that the most effective means of maintaining discipline in the workplace is through the promotion of cooperation, of sustained good working relations, and of the self-discipline and responsible performance expected of mature employees. In those cases where specific corrective action becomes necessary, the disciplinary measures taken should have a constructive effect. Where corrective action can be accomplished through closer supervision, on the job training, or productivity review, those corrective actions should be taken.
- B. Before a formal disciplinary action for work performance is taken, the supervisor shall develop a Corrective Action Plan. This plan is an approach to improve work performance before the implementation of disciplinary action. The plan shall consist of the following:
1. Assessment of all work
  2. Due date with deadline
  3. Performance Issue/Expectation
  4. Plan of Action
  5. Review Dates

The supervisor and the employee shall sign the plan. The plan shall be monitored to assure compliance. The plan shall remain in effect no longer than sixty (60) days unless the supervisor demonstrates that the plan of action requires more time.

## **8.02 Discipline**

- A. Notice of any disciplinary action taken against a non-probationary employee shall be given in writing and shall give notice regarding the reason(s) for the disciplinary action in accordance with the disciplinary procedure contained herein, with a copy to the Union.
- B. Disciplinary action taken by the Employer shall only be for just cause, and except for situations of gross misconduct, all discipline shall be progressive, corrective and uniformly applied. Gross misconduct will be defined as follows:

Dishonesty; drunkenness, immoral conduct, insubordination, discourteous and rude treatment of the public, gross neglect of duty, theft in office and misfeasance, malfeasance, or nonfeasance.

- C. Progressive discipline shall take into account the nature of the violation and the employee's record of discipline.

The progressive disciplinary track shall normally be as follows:

First Offense	Verbal warning
Second Offense	Written warning
Third Offense	One (1) to three (3) day suspension, without pay or suspension of record (i.e., paper suspension).
Fourth Offense	Five (5) to fifteen (15) day suspension, without pay or suspension of record (i.e., paper suspension).
Fifth Offense	Fifteen (15) days suspension or more up to and including discharge.

At the option of the employee, and with concurrence of the Employer, accrued vacation or holiday time may be forfeited equal to the length of the suspension for a suspension without pay. Record of suspension will be maintained.

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

- D. Any disciplinary action resulting in a suspension or discharge of a non-probationary employee may only be appealed and processed in accordance with the disciplinary procedure herein contained.
- E. Where the appointing authority seeks as a penalty the imposition of a suspension without pay, a demotion, or a removal from service, notice of such discipline shall be made in writing within twenty-one (21) days from the date of discovery, and served on the employee personally or by registered or certified mail, return receipt requested. A copy will be submitted to the Union. Should the Employer need additional time as a result of a continuing investigation or other good reason, the Director or his designee shall notify the Union president of the need for additional time, the reasons, and an estimate of the additional time needed.
- F. Any disciplinary action resulting in a suspension with or without pay, a demotion, or a removal from service of a non-probationary employee shall not be implemented until either:
1. The matter is settled, or
  2. The employee fails to file a grievance within the time frame provided by this procedure, or
  3. The penalty is upheld at Step 4 of the grievance procedure.
- G. Where the appointing authority seeks as a penalty the imposition of a suspension with or without pay, a demotion, or a removal from service, the Notice of Discipline served on the employee shall include a written statement that:
1. The employee has a right to object by filing a grievance within five (5) working days of the receipt of the Notice of Discipline.
  2. The grievance procedure provides for a hearing by an independent arbitrator as its final step;
  3. The employee is entitled to representation by a Union representative at every step of the proceeding.
  4. Includes the specific acts, the proposed penalty and if applicable, a reference to dates, times and places.
- H. A disciplinary matter may be settled at any time. The terms of the settlement shall be agreed to in writing. An employee executing a settlement shall be notified of the right to have a Union representative or to decline any such representation. In the event any employee declines Union representation, the Union shall have a right to be present. A settlement entered into by an employee or the Union on his/her behalf shall be formal and binding on all parties. The Union shall be notified of all settlements.

### **8.03. Employee Rights**

All employees shall have the following rights:

1. An employee shall be entitled to representation by a Union representative at each step of the disciplinary procedure.
2. No recording device shall be used during questioning unless the employee is advised in advance that a transcript is being made and is thereafter supplied a copy of the record, at least twenty (20) work days prior to the date of arbitration. The cost of the transcript will be borne by the party requesting the copy of the transcript.
3. An employee shall not be coerced, intimidated, or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages, or working conditions as a result of the exercise of his rights under this procedure.

### **8.04. Predisciplinary Conference**

- A. Whenever the Employer determines that an employee may be suspended, demoted, or terminated, a predisciplinary conference will be scheduled to give the employee an opportunity to offer an explanation of the allegations. The Employer shall notify the employee and the Union in writing of the charges against the employee, the underlying factual basis for the charges (including date and time if known), and what form of discipline may be imposed. This notification shall also include the time and place of a predisciplinary conference, to be held within thirty (30) days of the notice, unless continued by mutual agreement of the parties.
- B. The employee may be accompanied by a Union steward, officer, or staff representative during the predisciplinary meeting. Should the employee not wish to be represented by the Union, a Union Representative shall be allowed in the disciplinary meeting as an observer only. Any resolution to the disciplinary action by the employee and the Employer shall be consistent with the terms and provisions of this agreement. Resolution to disciplinary action, where the employee has declined Union representation, shall not serve as precedent in future disciplinary matters.
- C. The employee must choose to (1) appear at the conference to present an oral or written statement in his/her defense; or (2) appear at the conference and have a Union representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a predisciplinary conference; or (4) appear at the conference and not respond. Failure to elect and pursue one of these four (4) options will be deemed a waiver of the employee's right to the predisciplinary conference.
- D. Following the issuance of the notification and prior to the date of the conference, any additional information as developed by the representative of the Employer shall be immediately provided to the employee and the President and chief steward of the Union. Upon request and to the extent possible, the Employer will provide to the employee or

his/her representative, as early as possible prior to the predisciplinary conference, copies of documents and a list of witnesses which the Employer intends to present at the predisciplinary conference.

- E. At the predisciplinary conference the employee may present any testimony, witnesses or documents that explain whether or not the allegations occurred, but the neutral administrator has the right to limit the witnesses' testimony. The employee shall provide a list of witnesses, if any, to the Employer's representative as far in advance as possible, but not later than the work day prior to the predisciplinary conference. It is the employee's responsibility to notify his witnesses that he desires their attendance at the conference. Employee witnesses shall not be denied the right to testify at any predisciplinary conference, as long as testimony is not redundant to that of prior witnesses.

The employee will be permitted to confront and cross-examine witnesses subject to the neutral administrator's right to reasonably limit the length and extent of such examination. A neutral administrator shall not abuse the employee's right to present his or her case. A written report will be prepared by the neutral administrator concluding whether or not the allegations occurred. The Employer may implement any disciplinary action pursuant to Section 8.02 (F). A copy of the neutral administrator's report will be provided to the employee, the President of the Union, and the chief steward immediately following its receipt by the Employer. The neutral administrator's report will be prepared, unless extenuating circumstances prohibit, as soon as possible.

- F. Notice of Discipline will be given within thirty (30) days of the predisciplinary conference.

- 8.05.** Appealable disciplinary actions must be grieved at the applicable level of the Grievance Procedure as set forth in Article 9 of this Agreement within five (5) calendar days from receipt of the notice of discipline by the employee.

A failure to submit an appeal within the above time limit shall be construed as an agreement to the disciplinary action by the affected employee and Union. All subsequent appeal rights hereunder shall be deemed waived.

- 8.06.** The Union, on behalf of all the employees covered by this Agreement, and on its own behalf, hereby waives any and all rights previously possessed by such employees to appeal any form of disciplinary action (e.g., suspensions, demotion or discharge) to any Civil Service Commission or State Personnel Board of Review.

- 8.07.** An employee may be placed on administrative leave with pay at any time during the process if the Director or his designee at his sole discretion, determines the employee's continued presence on the job represents potential danger to persons or property, or would interfere with the Employer's operations.

- 8.08.** In imposing discipline, the Agency will not consider any violations committed by the employee more than eighteen (18) months prior to the imposition of the discipline.

**ARTICLE 9**  
**GRIEVANCE PROCEDURE**

**ARTICLE 9 GRIEVANCE PROCEDURE**

**9.01** Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by the Union at all stages of the grievance procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

**9.02** For the purposes of this procedure, the below listed terms are defined as follows:

- A. Grievance - A “grievance” shall be defined as a dispute or controversy arising from the misapplication, misinterpretation, or alleged violation of only the specific and express written provisions of this Agreement.
- B. Aggrieved party - The “aggrieved party” shall be defined as only any employee, group of employees within the bargaining unit, or the Union on behalf of employees within the bargaining unit.
- C. Party in Interest - A “party in interest” shall be defined as any employee of the Employer named in the grievance who is not the aggrieved party.
- D. Days - A “day” as used in this procedure shall mean working days, excluding Saturdays, Sundays and holidays as provided for in this Agreement.

**9.03** The following procedures shall apply to the administration of all grievances filed under this procedure.

- A. All grievances shall include the name and position of the aggrieved party; the identity of the provisions of this Agreement involved in the grievance; the time and place where the alleged events or conditions constituting the grievance took place; the identity of the party responsible for causing the said grievance, if known to the aggrieved party; and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

All grievances shall be sequentially numbered. The responsibility for numbering the grievances rests with the Union; however, if a grievance is not numbered for any reason, it may be numbered by the Employer.

- B. All decisions shall be rendered in writing at each step of the grievance procedure. Each decision shall be transmitted to the Union and to the aggrieved party if he so requests.

- C. If a grievance affects a group of employees working in different locations, with different principals, or associated with an Employer-wide controversy, it may be submitted at Step 3.
- D. The preparation and processing of grievances shall be conducted during working hours solely to the extent set forth in Article 5, Section 5.02.
- E. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration and having said matter informally adjusted without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.
- F. The time limits provided herein will be strictly adhered to, and a grievance not filed initially or appealed within the specified time limits will be deemed waived and void. If the Employer fails to reply within the specified time limit, the grievance shall automatically move to the next step by the Union providing written notice of its desire to move the grievance to the next step within twenty (20) days after the Employer's written response was due. The time limits specified for either party may be extended only by written mutual agreement.
- G. This procedure shall not be used for the purpose of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

**9.04** All grievances shall be administered in accordance with the following steps of the grievance procedure and shall be first filed with the supervisor who initiated the action. Actions that were initiated by someone other than the immediate supervisor may be grieved directly at the step that has the authority to settle the matter.

Step 1 -- Supervisor

An employee who believes he may have a grievance shall notify the supervisor initiating such action and present the grievance in writing to the appropriate supervisor within five (5) days of the occurrence of the facts giving rise to the grievance. The written grievance shall state with particularity the event or condition giving rise to the grievance, the specific contractual provision(s) alleged to have been violated, listing both the section number(s) and paragraph letter(s), and shall include a brief statement as to how the event or condition complained of violates the cited contractual provision(s). The supervisor will schedule a meeting with the employee and his steward, within five (5) days of the date of the submission of the written grievance by the employee.

The supervisor shall give his/her written response to the Union with a copy to the employee within five (5) working days of the Step 1 meeting, excluding the date of the meeting.

#### Step 2 – Section Chief/Executive Staff

If the Union is not satisfied with the written decision at the conclusion of Step 1, a written appeal of the decision may be filed with the Section Chief/Executive Staff within five (5) days from the date of the rendering of the decision in Step 1. Copies of the written decision shall be submitted with the appeal. The Section Chief/Executive Staff or his designee shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and the Union. The Section Chief/Executive Staff shall issue a written decision to the Union and a copy to the employee, within ten (10) days from the date of the hearing.

#### Step 3 – Director/Designee

If the grievance is not resolved at Step 2, it shall then be presented to the Director/designee, within five (5) working days of the receipt of the response of the Section Chief/Executive Staff, excluding the day of receipt. The Director/designee, Assistant Director/designee, together with any other individual designated by the Director, shall then meet with the grievant and the grievance committee at a time mutually convenient to each, but not to exceed fifteen (15) working days after presentment of the grievance at Step 3, excluding the day of presentment. However, the parties may by mutual agreement extend this time. The Director/designee shall provide his response to the grievance within seven (7) working days, excluding the day of the meeting. The Step 3 response shall be delivered to the chief steward, and a copy shall be mailed to the AFSCME, Ohio Council 8 Staff representative. For purposes of this step, the grievance committee shall consist of the local union president, the chief steward, the steward who presented the grievance at the lower steps, and a staff representative of Ohio Council 8. The Department may, at its option, request that the supervisor involved also attend the Step 3 meeting.

#### Step 4 – Designee of County Commissioners

If the union is not satisfied with the written decision at the conclusion of Step 3, a written appeal of the decision may be filed with the designee of the County Commissioners within five (5) days from the date of the rendering of the decision in Step 3. Copies of the written decision shall be submitted with the appeal. The County Administrator or his designee shall schedule a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and the Union, and any other party necessary to provide the required information for the rendering of a proper decision. The designee of the County Commissioners shall issue a written decision to the Union and a copy to the employee within fifteen (15) days from the date of the meeting. If the Union is not satisfied with the decision at Step 4, the Union may request voluntary mediation or proceed to arbitration pursuant to the Arbitration Procedure herein contained. For purposes of this step, the grievance committee shall consist of the local union president, the chief steward, the steward who presented the grievance and a staff representative of Ohio Council 8. The Department may, at its option, request that the supervisor involved also attend the Step 4 meeting.

**9.05** A request for mediation must be submitted in writing to the Director/designee within twenty (20) days of the Step 4 response or Employer default at Step 4, as may be applicable. It is understood that mediation is strictly voluntary; should the Employer accept or decline mediation, it shall do so in writing within twenty (20) calendar days of the Union's request for mediation. The parties may enter into voluntary mediation themselves or may enlist the services of a mediator through the Federal Mediation and Conciliation Service (FMCS) or the State Employment Relations Board (SERB). If the parties cannot mutually agree to a mediation forum within ten (10) days of the mutual agreement to mediate, the Union may move the grievance to arbitration provided it does so within ten (10) days from the date it is determined that a forum cannot be agreed to. If the grievance is not resolved through voluntary mediation or if mediation is declined, the Union shall have ten (10) days from the conclusion of or declination of mediation to submit a written notice of submission to arbitration.

Grievances not mediated or scheduled for hearing within six (6) months from the time the Union has notified the Employer it intends to move the grievance to arbitration shall be considered withdrawn.

**9.06** It is acknowledged by the parties that this is a final and binding grievance procedure as defined in Ohio Revised Code, Section 4117.10, and that any appeals regarding specific provisions of this Contract are to be resolved exclusively through this grievance procedure as set forth in Section 4117.10.

## **ARTICLE 10**

### **ARBITRATION PROCEDURE**

**10.01** In the event a grievance is unresolved after being processed through all of the steps of the grievance procedure, unless mutually waived and where voluntary mediation has not been requested in writing, then within thirty (30) days after the rendering of the decision at Step 4 or within thirty (30) days from the time an answer was due from the Employer at Step 4, the Union shall submit the grievance to arbitration or the grievance will be deemed resolved. Within this thirty (30) day period, the parties will meet to attempt to mutually agree upon an arbitrator selected from the permanent panel created by this procedure. If such agreement is not reached, then the panel members' names will be stricken alternately (Union striking first) until one name remains who shall be designated the arbitrator to hear the grievance in question. Grievances not mediated or scheduled for hearing within six (6) months from the time the Union has notified the Employer it intends to move the grievance to arbitration shall be considered withdrawn.

**10.02** The arbitrator shall have no power or authority to add to, subtract from, or in any manner alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement.

**10.03** The arbitrator shall not decide more than one grievance on the same hearing day or series of hearing days except by the mutual written agreement of the parties.

**10.04** The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be split equally. Neither party shall be responsible for any of the expenses incurred by the other party.

**10.05** The arbitrator's decision and award will be in writing and the parties shall request that the decision and award be delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the Employer, the Union, and the employee.

**10.06** There is hereby created a permanent panel of arbitrators to be used for the selection of arbitrators pursuant to this arbitration procedure. The individuals placed on this panel shall be:

- 1) Dennis Byrne;
- 2) Robert Stein;
- 3) Hyman Cohen;
- 4) Jared Simmer;
- 5) Nels Nelson; and
- 6) Mary Jo Schiavone.
- 7) Margaret Nancy Johnson

**10.07** The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of any determination that the Union failed to fairly represent a member of the bargaining unit during the exercise of his rights as provided by the grievance and arbitration procedures herein contained.

## **ARTICLE 11**

### **PROBATIONARY PERIOD**

**11.01** The probationary period for all newly hired employees shall not exceed six (6) months within the classifications of this agreement. The promotional probationary period shall not exceed four (4) months. Upon completion of the probationary period, seniority shall start from the date of hire.

**11.02** The Employer shall have the sole discretion to discipline or discharge newly hired probationary employees or to reduce promotional probationary employees to their previous rank, and any such action with respect to newly hired probationary employees shall not be appealable through any grievance or arbitration procedure herein contained, or any civil service procedure. The supervisor, if the employee is so removed and returned to his earlier position, shall complete an evaluation showing in what respect the performance of the employee was deficient. The evaluation shall be reviewed by the Director, and a copy of the evaluation shall be given to the employee.

**11.03** An employee who feels that he or she cannot sufficiently perform the work can request to be returned to his former position or a similar one in the previous classification. An

employee electing to return to his former classification rather than being demoted by management shall not be penalized for his choice when bidding on another position in the Agency.

**11.04** Each probationary employee shall receive an evaluation by his immediate supervisor at the completion of the first half of his probationary period. Each employee shall receive a final probationary evaluation by his immediate supervisor before the end of his probationary period.

**11.05** An employee's probationary period will be extended by the number of days equal to the numbers of days he is off duty for any cause, except for contractual days off with pay.

## **ARTICLE 12** **SENIORITY**

### **12.01 Bargaining Unit Seniority**

Seniority shall be defined as an employee's uninterrupted length of continuous employment with the Child Support Enforcement division in a classification of this bargaining unit. Seniority shall be calculated in calendar days of employment from the last hiring date or recalculated in calendar days of employment following a break in service. A probationary employee shall have no seniority until he satisfactorily completes the probationary period which will be added to his total length of continuous employment.

**12.02** An employee's seniority shall be terminated when one or more of the following occur:

- A. He resigns;
- B. He is discharged for just cause;
- C. He is laid-off for a period of time exceeding thirty-six (36) consecutive months;
- D. He retires by service retirement;
- E. He fails to report for work for more than three (3) working days without having given the Employer advance notice of his pending absence, unless he is physically unable to do so as certified by the appropriate authority;
- F. He becomes unable to perform his job duties due to illness or injury and is unable to return to work upon the expiration of any leave applicable to him, as defined herein (except unpaid personal leave );
- G. He refuses to recall or fails to report to work within five (5) working days from the date the Employer sends the employee a recall notice.

H. He is promoted outside of this bargaining unit and passes his probationary period.

**12.03** If two (2) or more employees are hired or appointed on the same date, their relative seniority shall be determined by the last four (4) digits of their social security number, the lowest numbers having the advantage.

**12.04** The Employer shall provide a current seniority list to the Union on semi-annual basis.

## **ARTICLE 13**

### **VACANCIES AND PROMOTIONS**

#### **13.01 Vacancies Defined**

A vacancy is defined as a permanent unfilled position where the Employer has created a new position or has increased the number of positions in the current table of organization, or, when an opening occurs as a result of a promotion, transfer, termination, death, resignation, or retirement. Whether a position IS vacant shall be determined by the Employer pursuant to the Management Rights Clause, Section 7.01 hereof.

#### **13.02 Vacancies**

When a vacancy exists, a notice of such vacancy shall be posted on the bulletin board for five (5) working days. The Union shall be notified prior to the posting of the position. Each posting shall indicate the classification, the immediate supervisor, the pay range, minimum qualifications, the date of the posting, and the expiration date of the posting. During the posting period, anyone wishing to apply for the vacant position shall do so by submitting a written application to the Employer. Employees who are more than two (2) weeks from completing their probationary period shall not be considered for a vacancy unless no non-probationary employee or employees with less than two (2) weeks probation remaining apply for this position. The Employer will notify the selected applicant within thirty (30) days of the posting expiration date.

#### **13.03 Job Openings and Promotions**

A. Each qualified applicant for a vacant position will be considered based upon the following criteria:

1. Experience;
2. Education;
3. Demonstrated ability;
4. Seniority; and
5. Attendance and discipline within the twelve (12) months immediately preceding the date of the posting.

All criteria will be considered equally important. Only if two (2) or more applicants are considered relatively equal shall the position then be awarded to the more or most senior applicant.

- B. Each applicant not selected for the vacancy shall be entitled, upon request, to a written explanation stating the reasons why the unsuccessful candidate was not selected for the position so that the employee may better prepare himself for future opportunities that may arise. Such written explanation in and of itself shall not be the basis for any grievance concerning the failure of an employee to be selected to fill the vacant position. The successful candidate shall receive the rate of pay assigned to the new position.
- C. If the new position is in a pay range which is higher than the pay range of the position which the employee formerly occupied, then the employee shall be paid for the new position a base rate which shall be not less than four percent (4%) more than the hourly rate he earned prior to entry into the new position. Each applicant who is awarded a promotion shall receive his new rate of pay as soon as practicable, but not later than thirty (30) days after being notified he has been awarded said position.

#### **13.04 Steward May Submit Bid When**

The Union steward may submit a bid for a vacant position on behalf of an employee who is not present at work during the posting period. Such bids shall be signed by the steward on behalf of the employee.

#### **13.05 Probationary Period for Employee Who Fills Vacancy**

An employee who moves into another position pursuant to this article, excluding lateral transfers (Section 13.06), shall be required to serve a probationary period to determine whether or not the employee possesses the skill and ability to perform the work of the position into which he has transferred. This probationary period shall be four (4) months. At any time during the second half of the probationary period, the supervisor, if convinced that the employee is unable to perform the work required for the position, shall cause the employee to be transferred to the same or similar position occupied by the employee before the transfer.

#### **13.06 Lateral Transfers**

- A. Employees may request transfers in the same classification or within the same pay range. An employee may request transfer rights when a vacancy occurs and transfer requests shall be honored before positions are offered for promotion. Only one transfer shall be permitted for each original job vacancy that may occur, that is, a position vacated by an employee who exercises his right to transfer pursuant to this paragraph shall not be subject to being filled by transfer and shall be filled by the Employer utilizing the usual and appropriate method for filling the vacancy.
- B. An employee who desires a transfer shall make application, in writing, to the personnel department prior to or at the time the position is posted. The application must be for a

specific position. The Employer shall select the most senior applicant, provided that the applicant possesses the skill and ability to perform the work.

- C. Transfers in the same classification or within the same pay range can be made by an employee not more than once in a one (1) year period.
- D. Nothing in this section shall be construed as creating a right of seniority with respect to any work assignment within a classification, nor shall it limit the Employer's right to assign or transfer any employee to any other work assignment within his job classification, provided that such job assignment or transfer is not discriminatory or arbitrary.

## **ARTICLE 14**

### **LAYOFF AND RECALL**

- 14.01** It is the intent of the parties, through this article, to establish an objective procedure by which a reduction in force may be accomplished, should the need arise, and supersede the provisions of ORC 124.321 to 124.328, OAC 123: 1-41-01 to 123: 1-41-22, and all local rules and regulations of the Department of Administrative Services (DAS) and the State Personnel Board of Review (SPBR) governing work force reductions.
- 14.02** Where, because of lack of work, lack of funds, reorganization, or abolishment of jobs or functions, the Employer determines it necessary to reduce the size of its workforce, the Employer shall give written notice to the Union president or his designee no less than fourteen (14) days in advance of any such layoff, indicating how many employees will be affected and what department(s) are being reduced. Such reductions shall be made in accordance with the provisions hereinafter set forth.
- 14.03** Employees within affected job classifications shall be laid off according to their relative seniority with the least senior employee being laid off first, providing that all probationary, seasonal, student, and part-time employees within the affected job classifications in the department or section are laid off first.

Classifications for layoff purposes are:

1. Clerical Specialist
2. Legal Clerical
3. Customer Service Representative
4. Support Specialist
5. Data Entry Specialist
6. Account Clerk
7. Cashier
8. Audit Specialist
9. Intake Specialist
10. Facility Coordinator
11. Customer Inquiry Support Specialist
12. Help Desk/Confidential Caseload

- 14.04** Employees that are laid off in any level shall have the right to bump the least senior employee in the same pay level. If the least senior employee in the affected pay level is bumped, then that employee shall have the right to bump the least senior employee in the next lowest pay level. However, an employee using his seniority rights to bump an employee at any pay level is subject to the conditions that he is qualified for the position and able to perform the functions and duties of the position into which he is attempting to bump, or he has previously performed the job duties.
- 14.05** At the end of the bumping process, the employee who is bumped and unable to bump another employee pursuant to the above provisions, shall be laid off.
- 14.06** Employee(s) who are laid off shall have the option of bumping another employee pursuant to the above provisions, or being directly laid off by the Employer. A more senior employee may voluntarily accept layoff.
- 14.07** Recalls shall be in the inverse order of layoff and a laid off employee shall retain his right to recall for three (3) years from the effective date of layoff.
- 14.08** Notice of recall shall be sent to the Union and the employee's address listed on the Employer's records and shall be sent by certified mail. An employee who refuses recall or does not report for work within five (5) working days from the date the Employer mails the recall notice shall be considered to have resigned his position and forfeits all rights to employment with the Employer.
- 14.09** Employee(s) scheduled for layoff shall be given a minimum of ten (10) days advance notice of layoff.
- 14.10** Each notice of layoff shall contain the following information:
1. The reason for lay-off or displacement;
  2. The date of lay-off or displacement becomes effective;
  3. The employee's seniority date;
  4. A statement advising the employee of the right to recall and re-employment.
- 14.11** In the event an employee accepts or refuses recall to a classification other than one at the same pay level as that from which he was laid off, that employee shall remain on the recall list and shall retain recall rights to his original classification for three (3) years from the effective date of layoff.
- 14.12** In the event of extenuating circumstances such as illness, injury, or other good cause preventing the employee from returning within the time limit 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, for the remainder of the term of the recall period. The denial of an extension shall not be made in an arbitrary manner.

- 14.13** The agency shall first attempt to recall an employee back to the level in which the employee was originally laid off. If no position is available in that level, then a laid off employee will be recalled to the first available job position that they may be qualified to perform in accordance with their seniority. For the purpose of recall, it shall be the employee's responsibility to have a current address on file with the Employer.
- 14.14** Meet and Discuss. Before any employee is given notice of layoff, the Union and the Agency will meet immediately for the purpose of discussing the impact of layoffs on bargaining unit employees and possible alternatives to layoffs.

## **ARTICLE 15**

### **TEMPORARY POSITIONS**

#### **15.01 Temporary Positions, Procedures, Exceptions**

- A. Temporary positions are those positions in which work is of a temporary nature and a specific duration, normally not to exceed ninety (90) days, except when the temporary employee is doing the work of an employee on an approved leave of absence. In such cases, the duration shall not exceed the approved leave of absence. Temporary transfers shall be offered to employees on a voluntary basis. If there are no volunteers, a temporary transfer shall be assigned to employees in affected classifications in inverse order of seniority. At the conclusion of the temporary transfer, the transferred employee shall be returned to his former position.
- B. If at the end of the ninety (90) days, the Agency determines that the position should be continued on a full-time basis, the position shall be deemed permanent and posted and filled in accordance with the Vacancies and Promotions article of this Agreement.
- C. The Agency may employ persons referred under the Community Relief Program, students, and summer help. The use of these persons shall not replace or displace bargaining unit employees or erode the bargaining unit in any way.
- D. When an employee agrees or is assigned to work in a classification in a position within the bargaining unit with a rate of compensation higher than the employee's rate of compensation, the employee shall be paid that rate of compensation. In no event shall an employee's pay be reduced as a result of a temporary transfer.
- E. It is understood that because of the recent changes due to the Support Enforcement Tracking System (SETS), there is a need for the Agency to implement a restructuring of certain positions within the Agency. It is also understood that significant changes in job duties may generate the parties need to negotiate wage rates and/or appropriate classifications for these positions. In the event that an affected position becomes permanent (that is exists longer than six [6] months) and/or the current wages are not reflective of the duties involved in the position then the parties shall meet sixty (60) days after the employee assumes the new appointment to bargain over pay rates and

classification. If it is determined that a pay rate adjustment is necessary then it shall be retroactive to the first day of the trial period.

- F. Voluntary assignments of one (1) day or less, or where an employee is required to work in a lower classification shall not cause a reduction of pay.
- G. The above parties agree that when an employee is temporarily assigned to perform duties of bilingual interpretation, that employee shall be compensated. Assignment of these duties shall occur from a volunteer list from this bargaining unit.

Employees will be paid at a rate of five percent (5%) above their regular rate for any temporary. bilingual services that are performed. An employee assigned bilingual duties shall be compensated for actual time spent providing bilingual services but not less than a minimum of thirty (30) minutes pay for such services. All pay will be compensated in thirty (30) minute increments. Employees shall be offered the temporary bilingual duty on a voluntary basis with the most senior qualified being given first choice on a rotating system. If no one from the list is available, supervisors may be used. All time spent providing bilingual services shall be tracked by the employee's unit manager on an agency form and submitted with the daily time sheet.

## **ARTICLE 16** **HOURS OF WORK**

### **16.01 Hours of Work: Lunch and Breaks**

- A. Employees may report to work in accordance to the flex-time agreement.
  - 1. The Agency operates on a flexible starting period between 7:00 a.m. and 9:00 a.m. in fifteen (15) minute increments.
  - 2. Staff is required to work an eight (8) hour day. The flexible schedule is on a daily (8 hours a day) basis and not a weekly (40 hours a week) basis.
  - 3. During the hours the Agency is open to the public, adequate staff must be available. Administrators and Supervisors will be responsible for ensuring adequate staffing.
  - 4. In case of staffing problems, flexible options are granted according to Agency seniority, unless the employee's job duties prohibit any flexibility in the current work schedules.
  - 5. All staff are required to complete daily employee time sheets.
  - 6. All daily employee time sheets will be signed by the supervisors and submitted to Human Resources by the supervisor.

- B. The work week shall consist of five (5) consecutive days of work, Monday through Friday, except as otherwise modified by this Agreement. All scheduling changes within each work unit shall be subject to the operational needs of the Agency and may not be unreasonably denied by the unit supervisor.
- C. There shall be two (2) fifteen (15) minute rest periods on each regular work day, Monday through Friday, inclusive. The rest periods will be scheduled by the Supervisor during the middle two (2) hours of each half of the day to the extent practicable, but they shall not be scheduled immediately before or after the lunch period or at the start or end of a shift. Since rest periods are compensated time, the inability of the employee to take a break in emergency situations where no coverage is available shall not be a breach of this provision.
- D. Bargaining unit employees will work their staggered work schedule as noted in subsection A above; however, the employees may “flex” their work hours as needed by requesting use of flex time for purposes of scheduled functions (such as medical or personal appointments, family functions, etc.) and emergencies. The use of flex time shall not be counted as use of sick or personal leave. Supervisory approval shall not be unreasonably denied. The use of this flex time policy maintains the usual forty (40) hour work schedule. If an employee comes in at another time than his or her normal start time or wishes to work more than eight (8) hours on one day in order to take flex time off on another day, the employee will inform his/her supervisor.

**16.02** An employee who fails to report on time to his designated (shift) shall forfeit pay in fifteen (15) minute increments and be subject to progressive disciplinary action, up to and including termination.

**16.03** The official time keeping record for the employees shall be the time sheets.

**16.04** If it is determined that an employee has arrived late for work, the following progressive discipline will be applied:

1 <sup>st</sup> Offense	Verbal warning
2 <sup>nd</sup> Offense	Verbal/reduced to writing
3 <sup>rd</sup> Offense	Written reprimand with the employee being advised that the next offense will result in suspension
4 <sup>th</sup> Offense	Suspension of one (1) to three (3) days
5 <sup>th</sup> Offense	Suspension of five (5) days
6 <sup>th</sup> Offense	Suspension of ten (10) or more days including termination at the Director's discretion.

Each January 1 the employee's tardiness record will be expunged and a new cycle will begin. The Director reserves the right in all cases to determine if disciplinary action is appropriate.

## **ARTICLE 17** **OVERTIME**

### **17.01 Offering and Assignment of Overtime**

- A. Overtime work shall be offered as equally as practicable to qualified employees working within the same job classification. Overtime which involves less than all of the employees in a classification will be first offered in seniority order to employees on a voluntary basis. If this does not result in sufficient numbers of people to perform the necessary duties of said classification, the Director will then order the overtime in inverse seniority order (least senior employee first), until the required number of employees needed to perform the Agency's required and mandated functions is accomplished. All overtime must be approved, in advance, by the Director.
- B. Eligible employees shall receive overtime at the rate of one and one-half (1 1/2) hours for each hour of overtime worked, for more than eight (8) hours in a twenty-four (24) hour period or forty (40) hours in a calendar week. For the purpose of computing overtime, active pay status shall include holidays, vacation leave, paid court leave and personal leave as hours worked during the work period, but shall not include any other leave not specifically mentioned herein, specifically sick leave and leave without pay. If an employee works more than eight (8) hours on one day in order to take flex time off on another day and does not work over forty (40) hours in that calendar week, the employee shall not receive overtime for the hours worked over eight (8) on that day.
- C. Employees with accrued but unused comp time shall be permitted to take such time off, according to the current practice, until such time is exhausted.
- D. There shall be no pyramiding or duplication of any overtime.
- E. This article shall be effective at the beginning of the pay period following actual execution of this Agreement.

## **ARTICLE 18** **NEW JOB IN THE BARGAINING UNIT**

### **18.01 Training**

- A. The Employer, whenever possible and practical, will provide training, schooling, or education to employees so that they may acquire the skills and knowledge necessary for new technological changes. The Employer will make every effort to schedule the training during normal working hours. No such training shall be at the expense of the employee unless it is training not required by the Employer but desired by the employee. Should an employee be unable to satisfactorily complete the required training, the

Employer will make a good faith effort to place an employee into a similar position and the employee shall receive the pay commensurate with that position.

- B. Formal initial training and orientation of new and existing staff shall normally be performed by the Agency supervisors. However, this shall not relieve bargaining unit members as workloads permit, of the necessity to assist other employees, and promote the development and sharing of information pertinent to the services to be performed by this Agency.

### **18.02 Computerization Will Not Prima Facie Affect Classification**

The computerization of duties currently performed manually, shall not on its face constitute a substantial change, warranting a new rate or classification.

### **18.03 New or Changed Job in the Bargaining Unit**

If a new job is created or if an employee believes a substantial change has occurred in his duties or in the method of operation or equipment used for an existing job, he or the Union may file a request to review the appropriate rate of pay for that job. The Employer then shall meet with the Union to negotiate over the rate of pay for that job. If the Employer and the Union are not able to agree, the Union may submit the issue to arbitration. Any award by the arbitrator shall be retroactive to the date of the request for review. If the Employer or the Union disagree over whether a newly created job should be included in the bargaining unit, the Union may submit that issue to the State Employment Relations Board for determination.

## **ARTICLE 19** **JOB DESCRIPTIONS**

### **19.01 Descriptions Provided to Employees**

Each employee in the collective bargaining unit shall receive his assigned position description within ninety (90) days of their appointment.

### **19.02 Union Notification of Job Descriptions and Table of Organizations**

The Employer will give the Union, through its representatives, copies of all job descriptions and the Table of Organization as they become finalized.

- 19.03** All classifications in this bargaining unit will supercede Ohio Administrative Code Section 123: 1-23-07.

## **ARTICLE 20** **SICK LEAVE**

- 20.01** Sick leave shall be defined as an absence with pay necessitated by: 1) illness, injury, miscarriage or pregnancy related condition of the employee; 2) exposure by the employee

to a contagious disease communicable to other employees; 3) illness, injury or death in the employee's immediate family; and/or examination of the employee or member of the immediate family, including medical, psychological, dental, or optical examination, by an appropriate practitioner.

**20.02** All employees shall earn sick leave at the rate of four and six-tenths (4.6) hours for every eighty (80) hours worked and may accumulate such sick leave to an unlimited amount.

**20.03** An employee who is to be absent on sick leave shall call the call-off line and state the reason for such absence as soon as possible but not later than fifteen (15) minutes after the start of his work shift each day he is to be absent. The employee must then complete the sick leave request form used by the department.

**20.04** Employees who fail to call in at least fifteen (15) minutes after the start of their shift, unless due to extreme emergency, shall forfeit one (1) hour's pay for each fifteen (15) minutes they call in less than the one (1) hour minimum, with a maximum forfeiture of four (4) hours for late call-ins per occurrence.

**20.05** Sick leave may be used in segments of not less than fifteen (15) minutes except for the first hour of the day, and all such sick leave which is applicable under Section 20.11 shall be charged against FMLA entitlements. If employees are to arrive late, they must specify when they will arrive. If an employee is not able to report at the adjusted time, he will be charged additional time off. To report that he is unable to arrive at the adjusted time, the employee must call the Call Off Line again.

**20.06** Before an absence may be charged against accumulated sick leave, the Employer may require proof of illness, injury or death, or may require the employee to be examined by a physician designated by and paid by the Employer. For absences of four (4) consecutive days or more, the employee shall submit a dated certificate from a certified or licensed medical provider, either signed in original ink by only the provider, or with an authorized stamp affixed thereto in original ink on their letterhead, and stating the exact nature of the illness. If a signature stamp is affixed, it shall be done only by the medical provider or his/her designee. Falsification of a signed statement or the physician's certification will be grounds for disciplinary action, up to and including dismissal.

If an illness or disability continues past the time covered by earned sick leave, the employee may request an unpaid leave of absence. Likewise, when sick leave is exhausted, an employee may request the use of accumulated vacation or personal leave.

**20.07** If an employee fails to submit adequate proof of illness, injury or death upon request, or in the event that upon such proof as is submitted or upon the report of medical examination, the Employer, at its sole discretion, finds there is not satisfactory evidence of illness, injury or death sufficient to justify the employee's absence, such leave may, at the Employer's discretion, be considered an unauthorized leave and shall be without pay.

**20.08** Any abuse, excessive, or patterned use of sick leave or fraudulent use shall be just and sufficient cause for disciplinary action. In the event of discipline for any abuse, excessive

or patterned use of sick leave, later acquired medical information that has not been furnished to the Employer prior to discipline will be precluded.

**20.09** The Employer may require an employee who has been absent due to personal illness, injury or other condition, prior to and as a condition of his return to duty, to be examined by an appropriate professional designated and paid by the Employer, to establish that he is not disabled from the performance of his duties and that his return to duty will not jeopardize the health and safety of other employees.

**20.10** When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined to only include the employee's spouse, co-domiciled partner, children, adopted child, brother, sister, or parents. When the use of sick leave is due to death in the immediate family, "immediate family" shall be defined to only include the employee's parents, grandparents, grandchildren, spouse, spouse's parents, co-domiciled partner, adopted child, child, brother, sister, or person in loco parentis, or a relative by blood or marriage who resides in the employee's home.

**20.11** Upon the retirement of an employee who has not less than ten (10) years of continuous employment with the Employer and who has qualified for retirement benefits from a State of Ohio public employee retirement system, such employee shall be entitled to receive a cash payment equal to his hourly rate of pay at the time of retirement multiplied by one-fourth (1/4) the total number of accumulated but unused sick hours earned by the employee, as certified by the County Auditor, providing that such resulting number of hours to be paid shall not exceed two hundred forty (240) hours.

**20.12** Employees may donate sick leave to a fellow employee who is otherwise eligible to accrue and use sick leave. The intent of the Leave Donation Program is to allow employees to voluntarily provide assistance to their co-workers who are in critical need of leave due to an illness, injury or other condition covered by the Family Medical Leave Act.

A. An employee may receive donated sick leave, up to the number of hours the employee is scheduled to work each pay period, if the employee who is to receive donated leave meets the following criteria:

1. Has a serious illness, injury, or other condition covered by the Family Medical Leave Act;
2. Has no accrued sick, personal, vacation, or compensatory time;
3. Has successfully completed his/her probationary period;
4. Has made the request for Leave Donation prior to him or her returning from sick leave.

B. Employees may donate leave if employee donating meets the following criteria:

1. Voluntarily elects to donate leave and does so with the understanding that donated leave will be returned if not used;
  2. Donates a minimum of eight (8) hours; and
  3. Retains at least one hundred twenty (120) hours of sick time. Leave shall be donated in the same manner in which it would otherwise be used.
- C. The Leave Donation Program shall be administered by the Union, with notification of usage to the Employer, on a pay-period-by-pay-period basis. Employees using donated leave shall be considered on active pay status but shall not accrue sick or vacation leave while using donated leave. Donated leave shall be considered sick leave, but shall not be converted into a cash benefit.
- D. Employees who wish to donate sick leave shall certify:
1. The name of the employee for whom the donated leave is intended; and
  2. The type of leave and number of hours to be donated; and
  3. That the employee will have a minimum sick leave balance of at least one hundred twenty (120) hours; and
  4. That the leave is donated voluntarily and the employee understands that the donated leave will be returned if not used.
- E. The Employer shall ensure that no employees are forced to donate leave.

The Employer shall respect an employee's right to privacy. However, the Director may, with the signed permission of the employee who is in need of leave, inform employees of the co-worker's critical need for leave. The Employer shall not directly solicit leave donations from employees; the donation of leave shall occur on a strictly voluntary basis.

## **ARTICLE 21**

### **OTHER PAID LEAVES OF ABSENCE**

#### **21.01 Personal Leave/Accumulation/Use**

- A. Effective January 1 each year of the contract, each non-probationary bargaining unit employee shall be granted thirty-two (32) hours of personal leave. Employees who complete their probationary period during the calendar year shall have personal leave granted on the basis of one (1) day for each remaining quarter of the year. Bargaining unit employees may apply for and use personal leave as set forth herein below. Each request for personal leave must be made at least twenty-four (24) hours in advance of its intended day of usage; however, consideration will be given to emergency circumstances and the staffing needs to the agency.

B. Employees shall elect one of the following options with respect to any unused balance of personal leave annually:

1. Carry forward the balance to the following year.
2. Receive a cash benefit equal to one hour of the employee's hourly rate of pay for every hour of unused credit that is converted, payable by December 15 of each year.
3. Employees who have not notified the Human Resources Department in writing by November 15 of each year that they wish to receive a cash benefit shall have their unused balance carried forward to the following year.
4. Upon separation from service, an employee shall be entitled to compensation for personal leave accrued but unused as of the date of separation. Compensation shall be at the employee's then current rate of pay. Personal days will be granted subject to staffing requirements of the Agency; leave shall be used in increments of not less than one-half (1/2) hour. If an employee calls off emergency personal for a few hours, he must specify when he will arrive. If an employee is not able to report at the adjusted time, he will be charged additional personal time off. To report that he is unable to arrive at the adjusted time, the employee must call the Call Off Line again.

C. Incentive Plan

When an employee has perfect attendance on sick leave (no FMLA) no more than one (1) emergency vacation call off and twenty-four (24) hour notice on personal leaves every quarter, they will earn two (2) hours of personal leave to be added to their bank.

## **21.02 Jury Duty Pay/Court Leave**

- A. The Employer shall grant Jury Duty/Court leave with full pay to any employee who is summoned for jury duty by any court of competent jurisdiction or if the employee is subpoenaed to court and required to testify about a matter resulting from his duties as an employee.
- B. Any compensation or reimbursement for jury/court duty received by the employee from the court, when such duty is performed during an employee's normal working hours, shall be turned over to the Employer.
- C. Any employee who is appearing before a court or other legally constituted body in a matter in which he is a party may be granted vacation time, leave of absence without pay, or personal time. Such instances would include, but not be limited to, criminal civil cases, traffic court, divorce proceedings, custody, or appearing as directed as parent or guardian of juveniles.

- D. Any employee on jury duty/court leave must return to work if two (2) or more hours remain in the employee's regular work day, upon release from court.

### **21.03 Military Leave**

Military leave shall be treated in accordance with the applicable provisions of the Ohio Revised Code and the Ohio Administrative Code.

### **21.04 Bereavement Leave**

In an effort to clarify the definition of immediate family for bereavement leave usage, the parties agree to the following:

1. In the event of a miscarriage of a viable fetus or a death in an employee's immediate family, the employee shall be entitled to bereavement leave with pay of five (5) days. The immediate family shall be defined as the employee's spouse, co-domiciled partner, children, adopted child, or person in loco parentis, sibling, or parents, grandparents, grandchildren, spouse's parents, or a relative by blood or marriage who resides in the employee's home.
2. If the death is the employee's brother-in-law, sister-in-law, daughter-in-law, or son-in-law, the employee is entitled to five (5) days bereavement leave with pay.
3. If the death is of a spouse, parent, child, or sibling, the employee may apply for additional leave, charged against the employee's accumulated but unused balance of sick leave.

## **ARTICLE 22** **LEAVES WITHOUT PAY**

### **22.01 Leaves of Absence**

- A. Employees in the bargaining unit may be eligible for an unpaid leave of absence from active employment upon approval of the Director for:
1. Military service;
  2. Extended Illness beyond paid sick leave;
  3. Disability;
  4. Personal; and
  5. Parental.

## **22.02 No Change in Seniority Date**

An employee's seniority date will not be changed because of a period of approved leave of absence. Upon completion of a leave of absence, the employee is to be returned to the position formerly occupied.

## **22.03 Parental Leave**

A permanent bargaining unit employee shall be granted, upon proper application, an unpaid parental leave. This leave may be for a period of up to three (3) months. Nothing herein shall be construed to prevent an employee from requesting a medical leave of absence for medical reasons related to childbirth. Further, nothing herein shall be construed to prevent an employee from using available sick leave, vacation leave, and/or accumulated compensatory time at the time that the employee first absents herself for birth or adoption reasons.

## **22.04 Personal Leave of Absence**

Employees who have completed their probationary period may be granted a personal leave of absence without pay for good cause shown, for a period not to exceed six (6) months. The granting of such leave will be based upon the operational needs of the Agency. Application for such leave shall be made in writing, at least three (3) weeks prior to the beginning of said leave, whenever possible. A medical emergency will be taken into consideration if three (3) weeks notice is not possible. Said request must state the effective date of said leave, the reason the employee is requesting said leave, and the date the employee is expected to return to work from said unpaid leave.

## **22.05 Union Leave**

- A. The County agrees that each Union officer or delegate or person holding a state position or sitting on a board through Union selection or election will be granted five (5) days off per year with pay, and that the Union President shall be granted ten (10) days off per year with pay for purposes of attending union meetings, seminars and conventions. Employees may use accumulated vacation in lieu of leave without pay. The Union President shall provide the Employer a written list of Union Officers eligible to use said leave. The Union President will designate which union officials shall be put on union leave. Leave shall be requested ten (10) days in advance of anticipated use; however, if that is not feasible, the notice of intent to use Union leave shall state the reasons therefore.
- B. Any time during the duration of this contract, if Union activity increases because of negotiations or labor/management issues, the President and Chief Steward shall meet with the Employer to discuss flexible or reduced work loads. Any excess work shall be divided evenly and appropriately within the Agency.

## 22.06 Disability Leave

- A. An employee who is unable to perform the essential functions of his position shall, upon written medical documentation, be granted sick leave in accordance with Article 20, Sick Leave. The maximum period of a disability leave in an active pay status shall not exceed two (2) years. The Employer may require medical recertification every sixty (60) days.

An employee wishing to return from work following a disability leave shall be required to present written medical documentation that he is fully recovered and able to assume all of the duties of the employee's position. The Employer shall retain the right to have the employee so returning examined by a physician or physicians of the County's choosing, at the County's expense, and to rely on the opinion in determining whether the employee may safely assume his previous position.

B. Unpaid Disability Leave.

1. A physically or mentally incapacitated employee who has been employed by the agency for at least one (1) year and who has exhausted all available paid leaves (sick, vacation) and available Family and Medical Leave, may request a disability leave without pay for a period not to exceed six (6) months. Requests for disability leave shall be submitted in writing to the Employer as soon as possible prior to the requested date. Requests must be accompanied by an original signed licensed practitioner's statement which includes the anticipated probable date on which the employee will be able to return to work. Upon the Employer's approval, the disability leave will begin on the date the licensed practitioner certifies that the employee is unable to perform the essential functions of his position. The Employer retains the right to require an additional certification after three (3) months. Prior to returning to work, the employee shall first obtain and provide to the Department the original release from the employee's health care provider, which release shall state that the employee is able to perform the essential functions of the employee's job title. The disability leave will end on the date on which the licensed practitioner releases the employee as medically able to return to work. The Employer has the discretion to extend the unpaid leave.
2. Approval of unpaid disability leave is in the sole discretion of the Employer. If the request is denied the Employer will require the employee to submit to an examination, conducted by a licensed practitioner, to determine the employee's physical and/or mental capability to perform the essential functions of his position. The cost of such examination shall be paid by the Employer. If it is determined that the employee is unable to perform the essential functions of his position, the Employer may proceed with an involuntary disability separation.
3. Return to Work. An employee who is on an approved leave of absence as provided herein shall accumulate seniority during the entire period of such leave. Upon reinstatement, an employee shall be placed in the job title and department from which he left or a similar job title if his job title no longer available.

4. If it is found that leave is not actually being used for the purpose for which it was granted, the Employer may cancel the leave and direct the employee to return to work by giving written notice to the employee. Failure to return to duty within three (3) days of expiration or notification of cancellation of a leave of absence shall be just cause for removal.
5. An employee may return to work before the scheduled expiration of leave if requested in writing by the employee and approved by the Employer. The employee shall first obtain and provide to the Department the original release from the treating health care provider, which release shall state that the employee is able to perform the essential functions of the employee's job title.
6. If an employee is unable to return from a disability leave by the time such leave expires, the Employer may proceed with an involuntary disability separation. The employee may later receive consideration for re-employment to a vacant position in the agency for which he is qualified if he is certified by his licensed practitioner as medically able to return to work. This provision does not apply to an employee who is on a PERS disability retirement who will be reinstated pursuant to state law.

#### **22.07 No Accumulation of Leaves While on Leave Without Pay**

Sick, personal, and vacation leave is not earned on leave without pay.

#### **22.08 Reasons for Denying Leave in Writing**

If the Agency denies a leave of absence, the employee shall be given the reasons for such denial in writing.

#### **22.09 Failure to Return from Leave**

An employee who fails to return to work at the expiration or cancellation of a leave of absence or who fails to secure an extension thereof from the Director shall be deemed to be absent without leave and may be subject to removal in accordance with the Ohio Revised Code and Ohio Administrative Code Section 123:1-31-03.

#### **22.10 Benefits While on Leave without Pay**

The employee may, as an option, continue coverage for hospitalization, life and other insurance by paying the premiums, unless otherwise provided in accordance with County policy. Accrual of all other benefits will be suspended as of the date the leave of absence commences.

## **22.11 Family and Medical Leave Act**

The parties agree to be bound by the provisions of the Family and Medical Leave Act of 1993 with the following modifications:

- A. No employee shall lose seniority during the period of time off which is attributable to the Family and Medical Leave Act.
- B. Leave for the birth or adoption of a child or for the placement of a child in foster care may be taken on intermittent or reduced schedule.
- C. Employees will be obligated to pay the employee share of health care premiums, if any, three (3) days prior to the first regular pay day of each month. The Employer will cease to pay the Employer's share of the premium if the employee's payment is more than thirty (30) days late.
- D. Employees will be allowed to exhaust their accrued sick leave, vacation leave, personal leave, and donated sick leave prior to applying for or being charged for FMLA. The Employer will not force an employee to use his accrued sick leave, vacation leave, personal leave, or donated sick leave concurrent with FMLA.

## **ARTICLE 23** **HOLIDAYS**

### **23.01 Holidays Declared**

- A. Each bargaining unit employee shall be entitled to be off from work on the following holidays with pay:
  - January 1 (New Year's Day)
  - the third Monday in January (Martin Luther King Day)
  - the third Monday in February (Presidents' Day)
  - the last Monday in May (Memorial Day)
  - the fourth day of July (Independence Day)
  - the first Monday in September (Labor Day)
  - the second Monday in October (Columbus Day)
  - the eleventh day of November (Veterans' Day)
  - the fourth Thursday in November (Thanksgiving Day)
  - the fourth Friday in November (day after Thanksgiving)
  - December 24 (Christmas Eve)
  - December 25 (Christmas Day)
- B. In the event that any of the aforementioned holidays fall on a Sunday, the Monday immediately succeeding shall be observed as the holiday. In the event that any of the aforementioned holidays fall on a Saturday, the Friday immediately preceding shall be

observed as the holiday. In the event that Christmas Eve falls on a Sunday, it will be observed on a Friday.

- C. When a holiday enumerated in this section falls during a week in which an employee has scheduled vacation, the employee shall not be charged with vacation leave for such holiday and the vacation leach which would have been used will remain to the credit of the employee's vacation leave balance.
- D. Payment will not be made for a holiday which occurs during an unpaid leave of absence.

### **23.02 Additional Days Off**

Any additional days off with pay declared by the Mahoning County Commissioners, Governor of Ohio or President of the United States, for other special purposes, shall also be granted to the bargaining unit employees.

## **ARTICLE 24** **VACATIONS**

### **24.01 Vacations**

- A. Vacations shall be earned and used in accordance with Section 325.19 of the Ohio Revised Code.
- B. Each full-time employee, after service of one (1) year, shall have earned, and will be due after the anniversary of his first year of service, eighty (80) hours of vacation leave with pay. One (1) year of service shall be computed on the basis of two thousand eighty (2,080) hours in active pay status. Each full-time employee shall be entitled to vacation leave with pay annually as follows:  
  
1 or more years of service but less than 7 years = 80 hours  
7 or more years of service but less than 14 years = 120 hours  
14 or more years of service but less than 22 years = 160 hours  
22 or more years of service but less than 26 years = 200 hours  
After 26 years of service = 240 hours
- C. Vacation leave shall accrue as follows for each 80 hours in active pay status:  
  
Those entitled to 80 hours of vacation leave = 3.1 hours  
Those entitled to 120 hours of vacation leave = 4.6 hours  
Those entitled to 160 hours of vacation leave = 6.2 hours  
Those entitled to 200 hours of vacation leave = 7.7 hours  
Those entitled to 240 hours of vacation leave = 9.3 hours
- D. This method of accrual shall be utilized for employees on a leave of absence and shall be utilized to determine the employee's vacation leave balance in the event of death or separation from employment.

- E. Vacation leave shall be taken by the employee within twelve (12) months of its accrual. Subject to the limitations herein, an employee may accumulate and carry over his vacation leave to the following year.
- F. An employee's use of vacation shall be contingent upon the employee having to his credit a sufficient number of vacation hours to defray the employee's vacation request. Once an employee has scheduled his vacation, the supervisor shall not cancel the vacation request except under emergency circumstances. The supervisor shall not abuse his right to reschedule or cancel vacations. If an employee requests vacation in the future, and they do not have the necessary number of vacation hours, the supervisor can deny or delay approval until they are sure the employee will have sufficient vacation hours.
- G. 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 three (3) years. Such excess shall be eliminated from the employee's vacation leave balance.
- H. If an employee is on vacation and becomes subject to personal or family illness, the vacation cannot be canceled and converted to sick leave, unless the employee provides satisfactory medical documentation to demonstrate the employee's illness.
- I. When an employee wishes to cancel his or her vacation, the request to cancel must be approved by the Supervisor. It must, however, be canceled prior to the first day that it begins in order for an employee to take advantage of the provision of this section.
- J. Upon separation, an employee shall be entitled to compensation at his then current rate of pay for all lawfully accrued but unused vacation leave; provided, however, that no payment for accrued but unused vacation leave shall be made to an employee having less than one (1) year of service at the time of his separation.
- K. In the case of death of an employee, his unused vacation leave shall be paid to one of the individuals specified in Section 2113.04 of the Ohio Revised Code, or to the estate of the deceased employee.
- L. Vacation leave shall be taken in increments of not less than one-half (1/2) hour. If an employee calls off emergency vacation for a few hours, he must specify when he will arrive. If an employee is not able to report at the adjusted time, he will be charged additional vacation time for time off. To report that he is unable to arrive at the adjusted time, the employee must call the call off line again.

## **ARTICLE 25**

### **INSURANCE COVERAGE**

#### **25.01 Hospitalization Coverage**

The Employer shall make available a comprehensive major medical/hospitalization health care plan to all full-time bargaining unit employees. Inasmuch as O.R.C. 305.171

vests exclusive contracting authority for insurance purposes with the Board of County Commissioners, the Board shall select carrier/providers and otherwise determine the method of provision and coverage. The participating employee may elect coverage (e.g., single, family, two-party, etc.) as provided under the offered plans). The Employer agrees that bargaining unit members will be provided with the same plan offerings as non-bargaining unit employees of the Board of Commissioners.

## **25.02 Contribution Rates**

Eligible employees may elect single or family coverage in plan year 2005 and the cost shall be paid by the Employer. Commencing May 1, 2006, the Employer shall contribute ninety percent (90%) and bargaining unit members shall contribute ten percent (10%) of the premium cost of health care coverage.

The participating employee may elect single, employee/spouse, employee/child(ren) or family coverage. Employees will be advised of costs for the succeeding plan year prior to open enrollment.

Employee participation costs, as may be applicable, shall be made through payroll deduction. Each employee responsible for any health plan costs shall sign an authorization form for the applicable payroll deduction in order to participate in or continue coverage. Upon enrollment/application of an eligible employee, coverage will commence in accordance with the provisions of the plan, plan provider, and/or administrator, as applicable.

## **25.03 AFSCME Care Plan**

The Employer will contribute \$26.00 per month, per bargaining unit employee, to the AFSCME Care Plan for the Dental II option. The Employer will continue to pay \$.50 per month per employee for the Hearing Plan.

When the County makes available a county-wide health insurance committee, the Union will be provided an opportunity to participate. At that time, the County shall evaluate the AFSCME Care Plan and if the County subsequently elects not to participate in the AFSCME Care Plan, the County will provide the Union with valid reasons for rejection of plan.

## **25.04 Insurance Opt Out**

Bargaining unit members may be able to opt out from the hospitalization plan at a rate of \$100.00 per month, minus taxes paid on twenty-six (26) pay periods.

## **25.05 Alternative Plans.**

Notwithstanding the provision(s) of Sections 1 and 2 of this article which provide for insurance coverage, the Union agrees that the Employer may offer alternative insurance coverage program(s) during the term of the agreement, if available.

The terms and conditions of such alternative programs shall be determined by the Board of Commissioners. The costs and/or terms and conditions of such program(s) shall be at the discretion of the Board of Commissioners and may be subject to change.

It is within the employee's sole discretion whether or not he wishes to participate in an alternative plan.

#### **25.06 Flexible Spending Plan**

When offered to all employees, a flexible spending, IRS Section 125 program will be offered to this bargaining unit.

#### **25.07 Insurance Coverage**

The Employer shall provide each employee \$30,000.00 in life insurance coverage and \$30,000.00 in Accidental Death and Disability coverage.

### **ARTICLE 26** **REIMBURSEMENT**

#### **26.01 Reimbursement Rates and Rules**

- A. Automobile - Employees within the collective bargaining unit, who use their own vehicle in the performance of job related duties, shall be reimbursed. This includes mileage reimbursement for travel to the Juvenile Center and attending previously approved conferences, seminars and meetings. Effective January 1, 2008, the rate of reimbursement shall be the I.R.S. rate for business use of a vehicle. An employee must have the required insurance pursuant to the Financial Responsibility Act (O.R.C., Chapter 4509) in order to receive reimbursement.
- B. Lodging - When an employee has attended a previously approved conference, seminar, or meeting, the employee shall provide the Agency with valid receipts showing the expenses incurred while attending said conference, seminar or meeting. Alcoholic beverages are not considered as a reimbursable expense. Personal telephone calls are also not considered as a reimbursable expenditure. Parking and turnpike fees are covered expenses.
- C. Meals - A limit of twenty-five dollars (\$25.00) per day is allotted for meals, when an employee is attending a conference, seminar or meeting, which includes, breakfast, lunch and dinner. A twenty dollar (\$20.00) limit is allotted for two of three meals listed in this article.
- D. Ceiling for Lodging - Employees are required to stay in lodging at "Government Rates." If for some logical reason this limit is not feasible, such as no other rooms available for this price, the Employer must approve additional expenses. If a conference seminar hotel rate is higher, the Agency will pay the higher cost.

## 26.02 Reimbursement

The Employer will reimburse employees for tuition and text books for pre-approved courses.

- A. This article shall be subject to the availability of funds to the department. In the event that funds are limited, employees currently enrolled in a program will be given first preference based on grade point average. All other funds will be made available to employees on the basis of seniority. In the event that funds are limited, the program shall cease before any bargaining unit member is laid off for lack of funds.
- B. To be eligible for the program, an employee must be a full-time permanent employee, with one (1) year of continuous service to Mahoning County.
  - 1. Accredited colleges or universities or their extension must offer a course centers. The Employer reserves the right to determine the acceptability of any institution or course.
  - 2. Reimbursement is to be made upon satisfactory evidence of successful completion of each course. Successful completion means a grade of “C” or better.
  - 3. Original receipts of expenditures must be submitted as evidence of amounts to be included in reimbursement.
  - 4. Reimbursement will be for the cost of tuition only up to a maximum of \$1,500 per year. This does not include books, registration fees, parking fees, supplies, lab fees, etc.
  - 5. Cost reimbursements from other sources are to be deducted from tuition to be reimbursed by Mahoning County.
  - 6. Repayment of reimbursement must be made if the employee does not remain in Mahoning County employment for a period of one (1) year after reimbursement.
  - 7. Courses must be taken for the time frame in which they were approved. If a situation arises in which an employee cannot take the class in the approved time frame, the request must be resubmitted for the next semester/quarter.
  - 8. The Employer controls the final approval of the expenditure of funds. Approval becomes a reserve against the appropriation of the department. At no time will any tuition reserves be approved if there is no money in the appropriate code.

9. The Employer's obligation to reimburse education costs is canceled if:
    - a. The employee fails to complete a course satisfactorily ("C" grade or better is satisfactory).
    - b. The employee terminates employment voluntarily or is discharged due to a failure of good behavior prior to completion of the course.
  10. The employee must seek pre-approval of a course by submitting a tuition reimbursement form approved by the Director before any tuition costs will be considered. A course description must accompany this form. The application must be completed and returned to the Director at least three (3) weeks prior to the date when the course begins. The employee will receive a response from the Director within one (1) week of submitting the application.
- D. If the State of Ohio reinstates the TOPS/TOPS PLUS tuition reimbursement program, the Employer will offer said program to the bargaining unit members under the terms and conditions set forth by the State of Ohio.

**ARTICLE 27**  
**AGENCY POLICIES AND PROCEDURES**

**27.01 Definitions and Procedures**

- A. "Agency policies and procedures" shall be defined as any rules, regulations and/or policies and procedures governing the employee's conduct and job duties during regularly scheduled work hours.
- B. When any new current policies and procedures are established or revisions to the current policies and procedures are to be effectuated, the Union shall be notified fifteen (15) days prior to any changes taking place. During this fifteen (15) day period the Union can request a labor/management meeting with the Employer to discuss said changes and its affect on the bargaining unit. The fifteen (15) day timeframe may be reduced if agreed upon by the parties.
- C. Employees shall be notified in writing, of any new policies and procedures or revisions of policies and procedures, five (5) days prior to the effective date of such policies and procedures.
- D. All policies and procedures shall be reasonable, and shall be uniformly applied and enforced.

**ARTICLE 28**  
**PERSONNEL RECORDS**

**28.01 Access to Records**

Any employee shall have access to his personnel file at his place of employment, upon written notice to the Personnel Manager or designated representative. Said review shall be limited to twice a year, with the exception that if an employee is involved in a grievance or disciplinary action, whereby matters in his personnel file may be material, the employee shall have access to his personnel file to properly prepare for a grievance procedure. The Personnel Manager and designated Union representative shall then schedule a mutually satisfactory time for such review which shall normally occur during non-working hours, including lunch and break periods or at another time and manner mutually acceptable to the Personnel Manager and designation Union representative. It is understood between the parties that this access does not include pre-employment employer inquiries and reference checks and responses or information provided the County with specific request that written clarifications or explanatory memorandums of material found in their personnel file. If, in the opinion of the Director, the materials in question may be deleted, or if the materials are inaccurate, it shall then be removed and destroyed and the employee so notified. If in the opinion of the Director the material should not be removed, the Director shall inform the employee, in writing.

**ARTICLE 29**  
**LABOR/MANAGEMENT MEETINGS**

**29.01 Labor Management Meetings**

In the interest of sound labor/management relations, unless mutually agreed to otherwise, once each quarter on a mutually agreeable day and time, the Director and/or his designee(s) shall meet with not more than four (4) employee representatives of the Union and the staff representative to discuss pending problems and to promote a more harmonious labor/management relationship. Additional representatives may attend by mutual agreement.

**29.02 Meeting Agendas and Purpose**

Agendas will be exchanged at least five (5) working days in advance of the scheduled meetings with a list of the matters to be taken up at the meeting, and the names of those Union representatives who will be attending. The purpose of such meeting shall be to:

- A. Discuss the administration of this agreement;
- B. Notify the Union of proposed changes to be made which effect bargaining unit members;

- C. Discuss grievances which have not been processed beyond the final step of the grievance procedure, but only when such discussions are mutually agreed to by the parties;
- D. Disseminate general information of interest to the parties;
- E. Discuss ways to increase productivity and improve efficiency;
- F. Give the Union representative the opportunity to share the views of their members on topics of interest to both parties;
- G. Consider and discuss employee health and safety and the concerns of individual employees as they relate to alleged discrimination in the workplace; and
- H. Discuss other matters of interest to sound labor/management relations, when mutually agreed to by the parties.

**29.03. Special Meetings**

It is further agreed that if special labor/management meetings have been requested, and mutually agreed upon, they shall be convened as soon as feasible.

**ARTICLE 30**  
**HEALTH AND SAFETY**

**30.01 Goal of Safe Workplace**

- A. Occupational safety and health is the mutual concern of the Agency and the Union. The Agency, shall within its authority, provide a safe, healthful and well maintained workplace. Employees have the responsibility to refrain from any act or practice which detracts from the Agency's objective, or contributes to poor housekeeping.
- B. The Union recognizes the Agency has limited resources to deal with some of these matters. The Agency will notify, in writing, the County Commissioners and/or the Maintenance Supervisor of the safety hazard, health hazard, environmental problem, etc., and will make a good faith effort to have any problem corrected.

**30.02 Conditions: First Aid Kit: Sanitary Restrooms**

- A. The Agency will provide each section of the Agency with a first-aid kit.
- B. The Agency shall within its authority, continue to provide adequate, clean, sanitary, ventilated, deodorized and adequately supplied restrooms at all times.
- C. It is understood by both the Agency and the Union that in County owned buildings the County has full authority over maintenance, repair, and remodeling.

### **30.03 Health and Safety Meetings**

The Agency shall send a representative to all Health and Safety meetings conducted by the County. Said representative will notify the employees of any new rules or regulations governing a healthful and well maintained work place, and the Union will receive a copy of all minutes or other record from these meetings, if available.

### **30.04 Work Injuries: Exposure to Potentially Dangerous Conditions**

- A. All work injuries shall be reported by the employee to the immediate supervisor within normal working hours on the same day that such injury occurs. The Risk Manager will process the proper documents required by the County.
- B. Upon request, an employee shall be provided with information or equipment on communicable disease to which he may have been exposed as a result of client contact.

**30.05** Any disputes which arise hereunder shall be referred to the Health and Safety Steering Committee.

**30.06** The Employer will provide hepatitis B vaccine at no cost to the employee.

## **ARTICLE 31 CONTRACTING OUT**

**31.01** The Employer agrees that it shall not contract or outsource any work normally or historically performed by this bargaining unit. Supervisors will not regularly carry a caseload. However, during absences or vacancies, supervisors may handle cases as has been historically performed.

**31.02** The Union acknowledges that certain agreements and practices currently exist whereby the Employer is using outside sources and independent contractors to:

- A. Perform work that is not normally or historically performed by the bargaining unit and;
- B. Some work that is normally performed by the bargaining unit as an adjunct to the bargaining unit.

It is also agreed that these agreements and practices shall continue. The Employer shall not contract out any work normally or historically performed by the bargaining unit during any period of layoff nor shall the Employer contract out bargaining unit work so as to erode the bargaining unit. When either party deems it necessary to consider contracting out work, the question will be reviewed during Labor/Management Committee meetings.

**31.03** Non-bargaining unit employees shall not perform any work historically performed by this bargaining unit. No employee of this bargaining unit shall be laid off or permanently abolished due to an exempt employee performing their work.

**ARTICLE 32**  
**TOTAL AGREEMENT**

**32.01** 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 33**  
**OBLIGATION TO NEGOTIATE**

**33.01** The Employer and the Union acknowledge that during negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining/negotiations and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**33.02** Therefore, for the life of this Agreement, the Employer and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

**33.03** Only upon mutual agreement of the parties may any provision of this Agreement be renegotiated during its term.

**ARTICLE 34**  
**SUBSTANCE TESTING AND ASSISTANCE**

**34.01** Drug and alcohol screening/testing shall be conducted upon reasonable suspicion which means that the Employer possesses facts that give rise to reasonable suspicion that an employee is currently or had recently been engaging in the inappropriate use of drugs or improper use of alcohol. Drug and/or alcohol screening testing shall be conducted solely for administrative purposes and the results obtained shall not be used in any criminal proceedings. Under no circumstances may the results of drug screening or testing be released to a third party, other than the Union. The following procedure shall not preclude the Employer from other administrative action but such actions shall not be based solely upon the test results.

**34.02** All drug and alcohol screening tests shall be conducted by medical laboratories licensed and certified by the State of Ohio. The procedure utilized by the test lab shall include a

chain of custody procedure and mass spectroscopy confirmation of any positive initial screening.

- 34.03** Drug screening tests shall be given to employees to detect the illegal use of controlled substances as defined by the Ohio Revised Code. If the screening is positive, the employee shall be ordered to undergo a confirmatory test of blood by the gas chromatography-mass spectrophotometry method which shall be administered by a medical laboratory licensed by the State of Ohio. The employee may have a second confirmatory test done at a medical laboratory licensed by the State of Ohio of his choosing, at his expense. This test shall be given the same evidentiary value as the two previous tests. If at any point the results of the drug testing procedures conducted by the Employer specified in this article are negative (employee confirmatory tests not applicable), all further testing and administrative actions related to drug/alcohol testing shall be discontinued. Negative test results shall not be used against an employee in any future disciplinary action or in any employment consideration decision.
- 34.04** Upon the findings of positive for a controlled substance by the chemical tests, the Employer shall conduct an internal investigation to determine if facts exist to support the conclusion that the employee knowingly used an illegal controlled substance.

Upon the conclusion of such investigation, an employee who has tested positive for the presence of illegal drugs pursuant to this section shall be referred to an employee assistance program or detoxification program at the employee's expense, as determined by appropriate medical personnel unless the employee has previously tested positive for the use of drugs, refuses to participate in the EAP or counseling, or some other unusual and/or exceptional facts exist so as to bypass the EAP, in which case the Employer shall have the right to disciplinary action, including termination. An employee who participates in a rehabilitation or detoxification program shall be allowed to use accrued paid leave for the period of the detoxification program. If no such leave credits are available, such employee shall be placed on a family and medical leave of absence without pay for the period of the rehabilitation or detoxification program. Upon completion of such program and a retest that demonstrates the employee is no longer using a controlled substance, the employee shall be returned to his position. Such employee may be subject to periodic retesting at the sole discretion of the Employer upon his return to his position. Any employee in the above-mentioned rehabilitation or detoxification programs will not lose any seniority or benefits should it be necessary that he be required to take a family and medical leave of absence without pay for a period not to exceed ninety (90) days.

- 34.05** If the employee refuses to undergo rehabilitation or detoxification, or if he fails to complete a program of rehabilitation, or if he tests positive at any time within three (3) years after his return to work upon completion of the program of rehabilitation, such employee shall be subject to disciplinary action, including termination; however, each case shall be addressed on its own merits. Except as otherwise provided herein, costs of all drug screening test and confirmatory tests shall be borne by the Employer. For the purpose of this article, "periodic" shall mean not more often than twelve (12) times per

year, except that drug tests may be performed at any time upon "reasonable suspicion" of drug use.

- 34.06** No drug testing shall be conducted without the authorization of the Department Head. If the Department Head orders, the employee shall submit to a toxicology test in accordance with the procedure set forth above. Refusal to submit to toxicology testing after being ordered to do so may result in disciplinary action, including termination. Records of drug and alcohol testing shall be kept in the office of the Human Resources Manager and shall be kept confidential except as provided by the Ohio Public Records laws; however, test results and records may be used in future disciplinary actions as set forth in the article.
- 34.07** The employee and the Union shall be given a copy of the laboratory report of both specimens before any discipline is imposed.
- 34.08** Employees that purposely make false accusations pursuant to this section shall be subject to discipline including but not limited to termination. Records of disciplinary action or rehabilitation resulting from positive test results may be used in subsequent disciplinary actions for a period of four (4) years.

**ARTICLE 35**  
**EMPLOYEE ASSISTANCE PROGRAM (EAP)**

- 35.01** The Employer agrees to attempt to rehabilitate employees who are first time drug or alcohol abusers, only if reasonably practical. Employees will not normally be disciplined or discharged without first being offered the opportunity of receiving treatment for such abuse. If the employee fails to properly and fully participate in and complete a treatment program by the Employer or after the completion of such program the employee is still abusing or resumes abusing such substances, the employee shall be disciplined or discharged.
- 35.02** Employees may voluntarily utilize this program with or without referral. Such voluntary use shall not be the sole basis for adverse disciplinary action. Leaves of absence without pay may, at the Employer's sole discretion, be granted in coordination with the EAP where appropriate. All employee dealings with the EAP shall be strictly confidential.
- 35.03** This article shall not operate to limit the Employer's right to discipline or discharge an employee for actions committed by the employee as a result of substance abuse or otherwise. Participation in the EAP shall not limit the Employer's right to impose such disciplinary (or discharge) actions. An employee's participation in the EAP does not operate to waive any other rights granted by this Agreement.

**ARTICLE 36**  
**SUCCESSORSHIP**

**36.01 Agreement Binding on Successors: Exceptions**

This Agreement shall be binding upon the Mahoning County Child Support Division of Mahoning County Department of Job and Family Services and the Mahoning County Board of Commissioners. Should this Division or Agency be transferred to another public or private entity, the Agreement will continue to have force and effect with the new Employer. Should the Division be transferred to a jurisdiction of the Court of Common Pleas of Mahoning County, then this Agreement shall not be binding upon the Court, as the Court has the sole discretion to determine whether or not it shall recognize a labor union as the collective bargaining representative of a group of employees.

**36.02 Effects of Bargaining**

When the Employer combines the job duties and physical location, revises the position description and supervision of the employees at Child Support Enforcement Division, AFSCME Local 3577 with the Human Services Division of the Department of Job and Family Services in Mahoning County, the Union agrees to enter affects of bargaining with the Employer and other affected bargaining units. Any issues discussed in these negotiations, including but not limited to wages, benefits; seniority, and union security must be ratified and approved by all affected bargaining unites) in order to change provisions of this Agreement. Management and Labor can agree to assignment, work location, revises the position description and transfers without ratification of the units.

**ARTICLE 37**  
**CONFORMITY TO LAW AND SEVERABILITY**

**37.01 Laws and Regulations**

This Agreement shall be subject to any applicable present or future federal or state laws, rules, and regulations, and the invalidity of any provisions of this Agreement by reason of any such law, rules, or regulation, shall not affect the validity of the surviving portions. Any item which is not specifically addressed herein and which is governed by the provisions of the Ohio Administrative Code shall be interpreted and enforced in accordance with the provisions of such laws and/or rules.

**37.02 Determination by Court: Negotiation of Alternative Language**

- A. If a determination by a court of competent jurisdiction, whether in a proceeding between the parties or in one not between the parties but controlling by reason of the facts, renders any portion of this Agreement invalid or unenforceable, such decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect.

- B. In the event that any provision of this Agreement is rendered invalid or unenforceable, the parties agree to meet and to negotiate alternative language.

**ARTICLE 38**  
**PARKING**

- 38.01** The Employer shall continue to pay parking fees for each bargaining unit employee up to a maximum of thirty dollars (\$30.00) per month, if provided parking is not available.

**ARTICLE 39**  
**WAGES**

**39.01 Wages**

- A. Wage schedules for bargaining unit employees shall be as they appear in Appendix D.
- B. Commencing in January 2007 (consistent with a date determined by the County Auditor), the Employer shall pick up and pay the additional one-half percent (.5%) increase in the employee contribution to PERS for a total contribution of nine and one-half percent (9.5%).
- C. Effective the beginning pay period of January 2012 the parties agree to a wage reopener. Effective the beginning pay period of January 2013 the parties agree to a wage reopener.

**39.02 Step Advancement**

Employees will advance on the salary schedule on the basis of the years of service in their current classification. Step increases shall be paid effective at the beginning of the pay period in which the anniversary date of the most recent promotion falls except as noted below. Employees with eight (8) or more years of service in their current classifications as of December 31, 2008, will advance to Step 8 on the date beginning the pay period including January 1, 2009; thereafter, those employees will advance an additional step on the date beginning the pay period including January 1 of each year until they have reached the top step. Employees with at least seven (7) but less than eight (8) years of service in their current classification as of December 31, 2008 will advance to Step 8 and subsequent steps at the beginning of the pay period in which their anniversary date in that classification falls. An employee who is promoted to a classification in a different pay level must be placed on the step in the new position which guarantees them no less than a four percent (4%) increase in pay.

- 39.03** Reclassification action will result in the employee being moved to the same step into the appropriate pay range as the employee is already in when reclassified. This movement will be effective the date of the request for job audit or the date the grievance is filed. Employees who are reclassified will maintain the same step date as they held prior to the reclass.

**39.04** Effective January 1, 2002, each employee will receive one percent (1%) of their current base wage as longevity. Longevity will be paid for each year of service from the completion of eight (8) years of service to the completion of thirty (30) years of service. Employees will not be paid longevity for the first seven (7) years of service. The following is an example of how an employee would apply the longevity formula:

Jane Doe was hired on July 1, 1978. On July 1, 2002 she has completed twenty-four (24) years of service. Her base pay of \$14.19 per hour

24 years - 7 years = 17 years = \$2.38 longevity.

$\$14.19 \times 1\% = .14$  per year  $\times 17$  years = \$2.38 longevity.  $\$14.19 + \$2.38 = \$16.57$  total hourly wage.

Longevity will be paid in hourly increments. Longevity payments shall be increased at the beginning of the pay period in each successive year on the employee's date of hire with the Agency.

## **ARTICLE 40** **INCLEMENT WEATHER**

### **40.01 Compensation**

- A. Employees shall be compensated for the number of hours for which they are scheduled to work during a weather emergency declared by either the Governor of the State of Ohio or Mahoning County Commissioners. Employees not scheduled to work because of scheduled days off will be charged for the leave regardless of the declared emergency.
- B. If a local weather advisory is issued by the Board of County Commissioners, i.e., a two (2) hour delay, the employees shall be granted a two (2) hour delay time of their scheduled start time, without loss of pay. It is understood that any time after the two (2) hour delay process, the employee may use his own vacation or personal leave time, or time without pay.

## **ARTICLE 41** **INJURED ON DUTY POLICY AND TRANSITIONAL WORK**

### **41.01. Injury on Duty Leave**

When an employee is injured in the course and scope of employment while actually working for the Employer on regular assignment and is disabled from his current position of employment for more than seven (7) consecutive days as a result of the work-related injury, the employee may be eligible for Injured On Duty Leave (IOD), provided that he completes all of the steps required by the Employer to determine eligibility and otherwise adheres to any proscribed course of treatment/transitional work/light duty. The employee shall be paid for the rest of the day on the date of the injury and those days going forward from the date of injury during the IOD period provided that he satisfies the eligibility

requirements of Section 2. There shall be no loss of benefits provided by this agreement during the period of IOD.

#### **41.02. Eligibility**

To be eligible for injured on duty leave, the employee shall:

1. Follow the Incident Reporting Policies of the Employer.
2. Submit a completed and signed internal incident report detailing the nature of the injury, the date of occurrence, the identity of all witnesses and persons involved, the facts and circumstances surrounding the injury, and any other information supporting the granting of Injured On Duty Leave.
3. Furnish the Employer with a signed Mahoning County Authorization(s) to release Medical Information relevant to the claim.
4. File for Worker's Compensation benefits with the Ohio Bureau of Workers; Compensation and be approved for the receipt of benefits.
5. Provide a medical certification from a physician on the list of County approved providers opining that the employee is disabled from employment in excess of seven (7) consecutive days as a result of the work-related injury and specifying the injury, the recommended treatment, and the employee's inability to return to work as a result of the injury, along with an estimated date of return.

#### **41.03. Healthcare Coverage**

An employee's healthcare coverage shall remain in effect during the period that he is receiving Injured on Duty Benefits.

#### **41.04. Independent Medical Review**

The Employer reserves the right to require the employee to have an independent medical examination by a physician selected and paid for by the Employer at any time when the employee is receiving Injured on Duty Leave and reserves the right to review the employee's status every thirty (30) days.

#### **41.05. Rate of Pay**

*IOD* Leave will be paid at the employee's current hourly rate at the time of injury for a period of three (3) months from date of injury.

#### **41.06. Denial of Workers' Compensation Claim/Reimbursement.**

If, for any reason the employee's claim is finally disallowed by the Ohio Bureau of Workers' Compensation, said leave shall cease and the employee shall reimburse the

County for any amounts paid pursuant to this section. The Employer may exercise its right to reimbursement through payroll deduction either in paid or accrued time or a combination of the two. Any payroll deduction by the Employer shall not exceed more than five percent (5%) of the employee's pay but will not exceed twenty-six (26) pay periods. The method of reimbursement shall be reduced to writing.

#### **41.07. Concurrent FML/Exhaustion of Injury on Duty Benefits**

In accordance with the Employer's policy, Family and Medical Leave time is run concurrently with IOD benefits, used for a qualifying condition. An employee that is no longer eligible for IOD benefits shall take his accrued sick, vacation, and personal time prior to applying for an unpaid leave of absence or unpaid Family and Medical Leave. This request must be in writing.

#### **41.08. Transitional Work/Light Duty Program**

The Transitional Work Program will be used to direct the work of all employees injured during the course and scope of employment and whose work restrictions are a direct result of the occupational injury.

At any time an employee is released to return to work with restrictions, the employee, prior to starting work, shall present the Employer with the medical return to work notice that indicates the employee can return to work under restricted function, commonly known as light duty.

The Employer will correspond with the medical provider issuing the notice to determine the employee's limits as far as the essential functions of the transitional work that may be assigned to the employee.

The Employer will determine if the employee is eligible for assignment to the Transitional Work Program. The Employer will assign the employee approved for transitional work to an assignment for a period not to exceed sixty (60) calendar days. The assignment of the employee will not cause the displacement of any other employee from any bid position. The transitional work assignments will fall outside of the bidding processes and will be discretionary assignments by the Employer. The transitional work assignments will not be permanent jobs and will not be construed as new jobs created for vacancy bidding.

At the end of sixty (60) calendar days, the Employer and the employee's medical provider will make a decision as to the employee's availability to return to his regular assignment. It will be the expectation of the Employer that all employees will make the transition into their regular assignment within the sixty (60) calendar days.

If the employee cannot perform regular assignments at the end of the sixty (60) calendar day limit, the Employer may extend the transitional assignments for a period of ten (10) more working days.

An employee that was injured in a work-related incident will not be eligible to return to Injured on Duty status at the expiration of the sixty (60) calendar days of Transitional Duty.

The Employer may determine the maximum number of employees permitted on Transitional Work/light duty at any time.

**41.09. False Claims/Abuse**

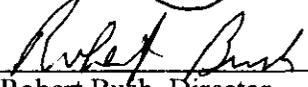
The Employer reserves the right to recoup benefit payments to any employee who is guilty of submitting a false claim, who abuses of the privilege covered in this article, or who works for another employer while on injury leave. Any such employee will also be subject to disciplinary action within two years of the discovery of the false claim or abuse. Examples of what might constitute "abuse" as used in this section include, but are not limited to, an employee's refusal to perform the duties associated with his/her transitional work/light duty assignment or failure to comply with the terms outlined in this Agreement.

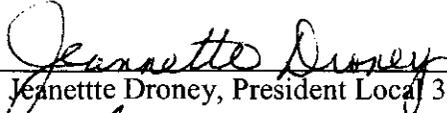
**ARTICLE 43**  
**DURATION**

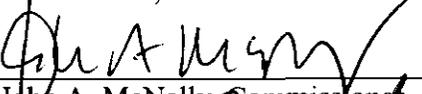
**43.01 Term of Agreement**

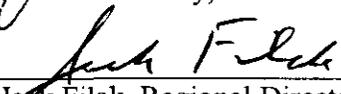
This Collective Bargaining Agreement shall become effective January 1, 2011, and shall terminate on December 31, 2013 at 11:59 p.m.

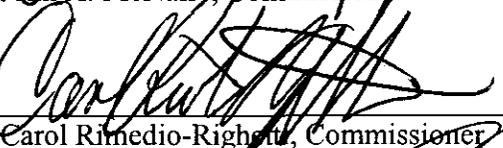
IN WITNESS WHEREOF, the parties have hereunto caused their signatures to be affixed this 28th day of 2011. ~~December~~

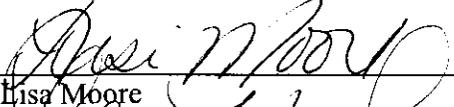
  
\_\_\_\_\_  
Robert Bush, Director

  
\_\_\_\_\_  
Jeanette Droney, President Local 3577

  
\_\_\_\_\_  
John A. McNally, Commissioner

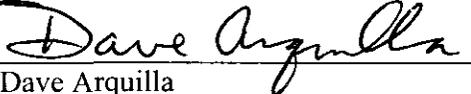
  
\_\_\_\_\_  
Jack Filak, Regional Director  
AFSCME Ohio Council 8

  
\_\_\_\_\_  
Carol Rimedio-Righetti, Commissioner

  
\_\_\_\_\_  
Lisa Moore

  
\_\_\_\_\_  
Anthony Traficanti, Commissioner

  
\_\_\_\_\_  
Sharon M. Sabatka

  
\_\_\_\_\_  
Dave Arquilla

## **APPENDIX A EMPLOYEE RIGHTS**

You have been served with a Notice of Discipline. Under the labor contract you have rights as listed below. PLEASE READ THESE RIGHTS THOROUGHLY BEFORE YOU AGREE OR DISAGREE WITH ANY DISCIPLINARY ACTION.

If, after reading your rights and discussing the matter with your Union representative, you agree to the discipline, you may simply sign this form at the bottom to note your agreement, and return it to your Appointing Authority.

If you disagree with the discipline, you should state your reasons in writing in the space provided below, and return this form to your Appointing Authority within five (5) working days of receipt of the Notice of Discipline.

### RIGHTS

1. You are entitled to representation by the Union to represent you at each step of this procedure.
2. You have the right to object to the discipline by filing a disciplinary grievance within five (5) working days of receipt of the discipline with your Appointing Authority.
3. If you file your objections, the Appointing Authority will hold a formal meeting within ten (10) working days of receipt of this form to discuss the matter. You may have representation at this meeting.
4. The Appointing Authority will report his/her decision within five (5) working days following the close of the hearing.
5. You will have ten (10) working days after receipt of the Appointing Authority's decision in which to appeal the decision pursuant to the Arbitration Procedure.
6. No recording will be made of discussions or questioning unless you are informed and are provided a copy of the transcript or record within at least five (5) working days prior to the date of the arbitration. Cost of the record or transcript shall be paid by the party requesting the copy of the transcript.
7. The cost of the arbitrator will be paid by the losing party.

**APPENDIX B  
APPEAL OR ACCEPTANCE OF DISCIPLINARY ACTION**

To The Employee:

This form must be returned within five (5) working days to the Appointing Authority.

- I AGREE WITH AND ACCEPT THE DISCIPLINE
  
- I WISH TO APPEAL THE DISCIPLINE FOR THE FOLLOWING REASONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If more space is needed, attach extra sheets of paper)

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Approved: \_\_\_\_\_ Date \_\_\_\_\_

Employer Representative Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX C**  
**MAHONING COUNTY CHILD SUPPORT ENFORCEMENT**  
**AGENCY NOTICE OF BUMPING**

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

Employee Classification \_\_\_\_\_

Department \_\_\_\_\_

I hereby give notice of bumping and wish to exercise my “bumping” rights in accordance with Article \_\_\_\_\_ of the collective bargaining agreement in order to bump into the \_\_\_\_\_ classification. I understand that this notice must be given within five (5) working days of my receipt of my layoff notice.

Employee's Signature \_\_\_\_\_ Date Submitted \_\_\_\_\_

**APPENDIX D  
EMPLOYEE BASE WAGE SCHEDULES**

Pay Range II            Clerical Specialist, Legal Clerical, and Customer Service Representative

Pay Range III          Support Specialist, Data Entry Specialist, Account Clerk, Cashier, Intake Specialist, Facility Coordinator, and Customer Inquiry Support Specialist

Pay Range IV          Help Desk/Confidential Caseload, Audit Specialist

Pay Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
II	12.51	12.97	13.47	13.95	14.39	14.85	15.30	15.91	16.55	17.21
III	14.08	14.56	15.05	15.60	16.11	16.60	17.11	17.79	18.50	19.24
IV	15.49	16.02	16.56	17.16	17.72	18.26	18.82	19.57	20.35	21.16

Employees performing bilingual work shall have a supplement added to their base rate equal to five percent (5%) of the rate for Step 1 of Pay Range ID.