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AGREEMENT BETWEEN
COUNTY OF SUMMIT
CHILD SUPPORT ENFORCEMENT AGENCY
AND
LOCAL 3885, CHILD SUPPORT ENFORCEMENT AGENCY
AND OHIO COUNCIL 8 OF THE
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

EFFECTIVE: OCTOBER 1, 2011

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ARTICLE 1
PURPOSE

1.01 This Agreement is made between the County of Summit hereinafter referred to as Employer, and Local 3885 Child Support Enforcement Agency and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as Union. It is the intent and purpose of the parties hereto that this Agreement shall provide for orderly, harmonious and cooperative employee relations. Toward this end the parties hereto agree to devote every effort to assure that the Employer and Union will comply with the clear provisions of the Agreement.

1.02 This Agreement shall be subject to any applicable and/or future laws of the State of Ohio and United States. Invalidation of any provision(s) of this Agreement shall not invalidate the remaining provision(s) thereof.

1.03 The provisions of this Agreement constitute the entire agreement between the Employer and the Union, and all prior agreements, either oral or written, are hereby superseded.

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

1.04 In the event any provision(s) of this Agreement is declared invalid, pursuant to Article 7, Separability, where all available appeal procedures have been exhausted, the parties agree to meet within ten (10) days and negotiate a legal alternative provision(s).

1.05 It is the intent of the parties hereto that this Agreement shall be binding upon the parties, and this Agreement shall not be amended except by mutual agreement.

1.06 The covenants and agreements herein contained shall bind and inure to the benefit of the parties and their representatives, successors, and assigns.

ARTICLE 2
RECOGNITION

2.01 Local 3885 Child Support Enforcement Agency and Ohio Council 8 of the American Federation of State, County and Municipal Employees, AFL-CIO, is hereby recognized as the sole and exclusive representative, for wages, hours, and other terms and conditions of employment of the employees as set forth in Article 4, Bargaining Unit.

ARTICLE 3
NON-DISCRIMINATION

3.01 No person or persons or agencies responsible to the Employer nor the Union and its officers and members shall discriminate for or against any employee. It is a condition of this Agreement, agreed to by both the Union and the Employer, to provide equal opportunity in employment and promotion for all qualified persons and to prohibit discrimination in employment because of race, color, religion, sex, **sexual orientation, gender identity**, age, disability or national origin.

3.02 It is agreed that employees have all rights as enumerated in Chapter 4117 of the Ohio Revised Code, including the right to join the Union for mutual aid or protection and to bargain collectively. Employees also have the right to refrain from being a member of the Union. It is further agreed that there shall be no discrimination, restraint, coercion or reprisal against employees by virtue of participation or non-participation in Union affairs.

3.03 The Employer shall comply with the legal requirements for disabled employees.

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

ARTICLE 4
BARGAINING UNIT

4.01 The Union and Employer agree that current classifications set forth in Section .03 of this Article are included in the appropriate bargaining unit. The Employer recognizes that the Union will represent all employees who are in the bargaining unit.

4.02 Employees in all newly-created and/or amended bargaining unit job classifications shall be covered by the terms and provisions of this Agreement provided such classifications are similar to any classification included in the bargaining unit.

4.03 The established unit shall be:

- Account Clerk II
- Account Clerk III
- Child Support Specialist
- Clerk I
- Clerk II
- Genetic Testing Specialist
- Clerical Specialist
- Intake Specialist
- Records Clerk I

Senior Child Support Specialist
Telephone Information Clerk
Utility Clerk

4.04 If substantial changes in the duties of a bargaining unit position occur, or if a new bargaining unit position is established which has not been previously classified, the Employer shall meet with the Union for the purpose of discussing a rate of pay and classification or placing the job in an existing classification.

4.05 In the event the abolished positions of Cashier, Child Support Specialist II, Computer Operator I, Computer Programmer Analyst I or II, Data Entry Operator I or II, Data Verifier, Investigator III, Legal Assistant, Public Inquiries Aide, Receptionist II, Records Clerk II, Technical Typist or Word Processing Specialist is reinstated by the Employer, such position(s) will be included as bargaining unit positions.

ARTICLE 5 MANAGEMENT RIGHTS

5.01 The Union recognizes that, except as otherwise expressly limited in this Agreement, it is the exclusive function of the Employer to:

- a. Determine the management organization; the selection, retention and promotion to positions not within the scope of this Agreement;
- b. Direct employees of the Employer; to determine types of services to be provided;
- c. Maintain discipline;
- d. Hire, promote, transfer, assign, retain and layoff employees;
- e. Discipline, suspend, demote or discharge employees; any such action to be for just cause;
- f. Maintain the efficiency of the government operations entrusted to them;
- g. Determine the methods and means by which such operations are to be conducted;
- h. Determine and redetermine duties to be included in any job classification;
- i. Determine the necessity of overtime and the amount of overtime required; and how the overtime is to be compensated;
- j. Take any necessary action to carry out the mission of the Employer in cases of an

emergency;

- k Determine the hours of work and work schedule of employees;
- l. Establish work rules and rules of conduct;
- m. Maintain within the limits of his authority, complete control of all buildings, equipment, grounds, passageways, hallways, streets, parking lots, entrances, exists, and all other parts of the agency at all times.

5.02 The above listed Management Rights shall in no event contravene the terms of this Agreement and shall be subject thereto. Management shall have all other rights and prerogatives including those exercised in the past subject only to the express restrictions on such rights, as provided in this Agreement.

ARTICLE 6 PAYROLL DEDUCTION OF DUES, FAIR SHARE AND PEOPLE DEDUCTION

6.01 The plan of voluntary Union dues, fees, and assessments deduction shall be in effect under this Agreement. The Employer will deduct current uniform dues provided that at the time of such deduction there is in the possession of the Employer a current written authorization executed by the employee in the form and according to the terms of the AFSCME authorization form. The form for said assignment shall be furnished by the Union.

6.02 Previously signed and un-revoked written authorizations shall continue to be effective as to current and reinstated employees.

6.03 Following the signing of an authorization card, deductions referred to in Section .01 above shall be made in the second pay period of each month. The total amount of dues deducted will be submitted to the Comptroller of AFSCME Ohio Council 8 within ten (10) days following deduction, accompanied by a computer printout from the County Auditor showing each employee and the amount of dues deducted.

Further, the Employer shall notify the Union, in writing, of any employee request for dues deduction on a monthly basis.

6.04 The Employer's obligation to make deductions shall terminate automatically upon timely receipts of revocation of authorization. Upon the Employers receipts of such revocation, the Employer will immediately notify the Union in writing of such notice, prior to processing the revocation request accordingly. The Union shall annually afford its members an opportunity to cancel their dues deduction during the period of December 1 through December 31 of each year.

6.05 The Union shall notify the Employer in writing of any increase in the current dues being deducted. Such increase of dues shall be deducted in the second pay period of the month following notification of any increase in dues, only upon written assurance by the Union that the additional amounts have been authorized pursuant to and under the union's constitution. In the event a new written authorization from the employee is necessary by the Union, such authorization will be secured by the Union and presented to the Employer prior to the deduction of the newly certified amounts.

6.06 The Employer's obligation to deduct dues shall discontinue upon termination of employment or transfer to a job classification outside the bargaining unit. Such deduction shall automatically commence upon the rehire of such employee affected or transfer of such employee affected to a job classification within the bargaining unit.

The Union agrees that the employees excluded from the bargaining unit in Article 4, Section 1 shall not be subject to dues deductions provided by the Employer. All present employees shall cease to be subject to dues deduction beginning with the month immediately following the month in which she is no longer a member of the bargaining unit. The Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

6.07 The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of complying with any of the provisions of this Article, with the exception of Section 6, in which instance the Employer will save the Union harmless against any and all forms of liability that may arise out of complying with that provision.

6.08 All present employees in the bargaining unit who are not members of the Union shall pay to the Union monthly a fair share fee as a condition of employment. All new employees in the bargaining unit who, sixty-one (61) days from their date of hire, are not members of the Union shall pay a monthly fair share fee amount to the Union as a condition of employment. The fair share fee amount shall be certified to the Employer by the treasurer of the Local Union.

The deduction of the fair share fee from a bargaining unit employee's earnings shall be automatic and does not require a written authorization.

Remittance of the fair share fees deductions to the Union shall follow provision of Section 3 and 4 above. However, the Employer shall not be required to remit to the Union the monthly fair share fees of Non-Union bargaining unit employee and the dues, assessments or membership fees of Union members during the period of an authorized or unauthorized strike, walkout or other job action by the Union, Union membership, or upon contract termination. Fair share fees shall be deducted and remitted during the same period as dues provided the employee has received sufficient wages during the applicable pay period to equal the deduction.

6.09 The Employer agrees to deduct voluntary contributions to Public Employees Organized for Political Legislative Equality (P.E.O.P.L.E.). Deductions shall be submitted to the Union pursuant to the authorization card no later than the tenth (10th) day following the deductions. The Union shall be furnished an alphabetical listing of employees having political deductions made at the time the contributions are submitted to the Union.

ARTICLE 7 SEPARABILITY CLAUSE

7.01 If any clause, sentence, paragraph, or part of this Agreement, or the application thereof to any person or circumstances, shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgments shall not affect, impair, or invalidate the remainder of this Agreement and the application of such provision to other provisions, persons, or circumstances, but shall be confined in its application to the clause, sentence, paragraph, or part thereof, directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved. The remainder of this Agreement and supplemental Agreements shall remain in full force and effect for the duration of the agreement term.

ARTICLE 8 VISITATION OF UNION REPRESENTATIVES

8.01 Upon notification to the CSEA Director and/or his/her designed representative by the Local Union President, Ohio Council 8 Staff Representative and/or the Chief steward and provided prior approval is obtained from Management, accredited representatives of the American Federation of State, County and municipal Employees, AFL-CIO, may have access to the County of Summit Child Support Enforcement Agency premises to investigate grievances which arise concerning the Agreement or conduct contract negotiations. A list of accredited AFSCME/AFL-CIO representatives will be furnished to the Employer each year or as changes take place in said list.

ARTICLE 9 NO STRIKE-NO LOCKOUT

9.01 The Union shall not, directly or indirectly call, sanction, encourage, finance, and/or assist in any way, in any strike, walkout, work stoppage or slowdown, at any operation or operations of the Employer for the duration of this Agreement.

9.02 The Union shall cooperate with the Employer in continuing operations in a normal manner and shall actively discourage and endeavor to prevent or terminate any violation of Section 1. In the event a violation occurs, the Union shall immediately notify all employees concerned through such means as leaflets and meetings that such action is prohibited and advise all employees concerned to return to work at once.

9.03 The Employer agrees that he will not lock out employees, nor will he do anything to provoke interruptions or prevent such continuity of performance by said employees, insofar as such performance is required in the normal and usual operation of service of the CSEA.

ARTICLE 10
HOURS OF WORK AND OVERTIME

- 10.01 a. The workdays and work week presently in effect shall remain in effect for the term of this Agreement. Based upon operational needs, the Employer reserves the right to set the hours, workdays, and work week according to the need. Prior to any change of hours, work days or work week the local Union shall be notified and changes discussed.
- b. Employees who actually work in excess of forty (40) hours a week shall be paid at time and one-half (1-1/2x) their regular hourly rate of pay.
- c. The employee may request the Employer, in writing, to work staggered or flexible shifts. The Employer may grant or deny the request at its discretion and based on operational need and will notify the employee of the decision within a reasonable time of the request. Any denial of a request may not be grieved through the grievance process.

Employees who are on approved vacation leave or holiday shall have such time construed as hours worked for purposes of overtime calculation.

10.02 Overtime pay shall not be pyramided or compounded for the hour(s) worked.

Overtime work shall be offered as equally as practicable to qualified employees working within the same job classification. All workers shall have the option of working their own workload before overtime on that workload is offered to other qualified workers regardless of overtime hours worked.

Equalization of overtime and posting of same for all other classifications shall be adhered to by the Employer.

Any employee who is offered overtime and refuses overtime will be charged the number of hours of overtime as if worked. Refusal to work overtime shall result in the employee's name being placed at the bottom of the overtime rotation list.

10.03 Employees may be granted compensatory time off in lieu of being paid in cash for any overtime hours worked up to the established limits. Employees choosing time as compensation, receive it in the amount of one and one half (1 ½) hours of time for each hour of overtime worked. The maximum compensatory time which may be accrued shall be 240 hours (i.e., not

more than 160 hours of actual overtime worked).

Compensatory time must be taken within 180 days from the date it is earned. An employee shall be permitted to use accrued compensatory time within the stated 180 days, provided the request is made within a reasonable period and to do so would not unduly disrupt the operations of the department.

If the compensatory time is not taken within the established time limits, the employee shall be paid for the accumulated time at the current rate of pay.

ARTICLE 11 CALL-IN-PAY

11.01 When a full-time employee is ordered by the Employer to report back to work after termination of her regular work schedule and she reports, she shall be paid for such time. Any employee reporting for work pursuant to this Article shall receive a minimum of four (4) hours straight time pay. This provisions is not applicable to work that is a continuation of or immediately preceding her regular work schedule.

ARTICLE 12 REPORT-IN-PAY

12.01 When the employee(s) reports to work on a regularly scheduled work day without previous notice not to report and the scheduled work day is canceled, the employee(s) shall receive a minimum of eight (8) hours work or eight (8) hours of pay in lieu thereof at the applicable hourly rate of pay.

ARTICLE 13 REST PERIODS

13.01 There shall be one (1) twenty (20) minute rest period granted in paid status for each four (4) hours worked. However, employees that work less than a four (4) hour segment in either the morning or afternoon shall receive only a ten (10) minute rest period for that segment. This time represents actual time away from the employee's duties. These rest periods will be scheduled as close as possible to the middle of each four (4) hours worked, but they may not be scheduled at the start or the end of a work period.

Employees may be permitted to extend the meal period by using time from their rest period, if approved, by the Employer.

When employees work beyond their regular quitting time or are on a ten (10) hour workday schedule, the Employer shall provide such employee(s) with additional rest periods, prorated at ten (10) minutes for each two (2) hours worked.

ARTICLE 14
PERSONNEL RECORDS

14.01 It is recognized by the parties that the Employer may prescribe regulations for the custody use and preservation of the records, papers, books, documents and property pertaining to the Employer. However, each employee shall be allowed to review her personnel file, with the exception of references obtained for employment, at any time upon one (1) day advances notice provided an operational hardship does not occur. The Union shall have access to employees' personnel records that are necessary and relevant in investigating grievances. Requests for access to employees' personnel records shall be in writing, listing the records and/or documents the Union needs to review. The Personnel Officer shall respond within one (1) working day so that if a grievance is necessary, the Union may remain timely.

14.02 A copy of any material that Management intends to place into an employee's personnel file that might lead to disciplinary action or negatively affect an employee's job security or advancement shall be provided to the employee.

For the duration of this Agreement, and any extensions thereof, if an employee, upon examining her personnel file, has reason to believe that there are inaccuracies in those documents, the employee may write a memorandum to the Employer explaining the alleged inaccuracy. If, upon investigation the Employer sustains the employee's allegation, the Employer shall remove the inaccurate material from the personnel file or correct the inaccuracy. If the Employer does not sustain the employee's allegation, the employee may file a grievance at Step 4 of the Grievance Procedure.

14.03 Employees shall be provided with a copy of their position description and the classification specification of the position in which the employee is presently serving, upon request of the employee to the Personnel Department, within a reasonable period of time.

ARTICLE 15
AGENCY POLICIES AND PROCEDURES

15.01 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.

There shall be no regulation of employee's off-duty personal conduct provided that it does not affect the employee's employment status, job performance, or have a substantial impact on the Employer's reputation.

15.02 When the Employer establishes new policies and procedures or revises current

policies and procedures, the Union shall be notified ten (10) calendar days prior to the effective date as stated on the policy and procedure. Within five (5) calendar days of receipt of the notice from the Employer, and upon written request by the Union, the Employer shall meet with the Union at a mutually agreed upon date and time to address any questions or concerns regarding the policy. The policy will be implemented by the Employer thereafter at the Employer's discretion. If the Union does not notify the Employer in writing as stated above, then the policy will be deemed accepted in its stated form and no meeting will be required.

Employees shall be notified in writing of any new policies and procedures or revisions of policies and procedures seven (7) calendar days prior to the effective date as stated on such policies and procedures. Copies of new or revised policies and procedures shall be available for inspection by employees at the time of notification

15.03 The parties agree that all policies and procedures shall be reasonable, and shall be uniformly applied and enforced.

ARTICLE 16 EVALUATIONS

16.01 Newly hired employees shall be evaluated once during their probationary period near the mid-point of the probationary period and a minimum of once and a maximum of twice each year thereafter. The purpose of the evaluation is to inform the employee of her strengths and/or weaknesses as related to job performance and to set the criteria for job performance. The only exception to this is an exit evaluation that shall be completed for an employee who has not had a performance evaluation within the past 120 days.

16.02 Employees may request a review of an evaluation through the employee's chain of command. Grievances filed pursuant to this Article shall be filled at fourth step of the Grievance Procedure. However, evaluations of probationary employees shall not be grievable.

ARTICLE 17 PRE-DISCIPLINARY & DISCIPLINARY PROCEDURE

17.01 The Employer shall have the right to discharge, suspend or otherwise discipline any non-probationary employee for just cause.

17.02 The Employer will notify the Union, in writing, at least forty-eight (48) hours prior to dismissal or suspension of any bargaining unit member covered by this Agreement. All written notices shall contain reason for the disciplinary action and any proposed discipline. The employee shall have the right to Union representation at all disciplinary conferences. An employee shall receive a copy of any written disciplinary action at the discipline meeting and copies of exhibits, if any, will be provided to the employee and Union representative.

17.03 Any records of disciplinary action taken against an employee shall expire and not be used against the employee for the purposes of progressive discipline, providing there has been no intervening disciplinary action taken against the employee during the specified time period as follows:

- a. Disciplinary actions resulting in no loss of time or pay - twelve (12) months;
- b. Disciplinary actions resulting in loss of pay or time not to exceed five (5) days pay - twenty-four (24) months;
- c. Disciplinary actions resulting in loss of pay or time exceeding five (5) days pay - thirty-six (36) months.

If the intervening discipline has not occurred, said notations shall be removed from their file and personnel file if the employee requests the removal of the disciplinary notation in writing. Said requests must be directed to the attention of the Director of the CSEA.

17.04 The Employer shall proceed with any disciplinary action within a period of not later than twenty (20) working days of the close of the investigation of the alleged offense or at the close of a criminal investigation. However, in situations where the employee conceals or uses deception, the time period shall not begin until the County could have reasonably detected the concealment or deception. If such disciplinary action is not initiated against the employee within such period of time, the disciplinary action is deemed withdrawn.

In the event the disciplinary action results in an Instruction and Caution or Written Reprimand, a pre-disciplinary hearing is not required. However, the supervisor recommending this type of discipline shall meet with the affected employee(s) and a Union representative to review the alleged offense(s).

ARTICLE 18 GRIEVANCE PROCEDURE

18.01 It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the Employer. The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of the representatives of each party to protect and preserve the Grievance Procedure as an orderly means of resolving grievances.

18.02 The term "grievance" shall mean any dispute or difference between the Employer and an employee concerning interpretation and/or application of, or compliance with, any provision of this Agreement.

18.03 A policy grievance which affects a group of employees arising from the same event or set

of facts may be presented by the Union itself at Step 4 of the Grievance Procedure. Grievances must be presented under this section no later than ten (10) working days after the occurrence of the event on which the grievance is based.

18.04 Failure to provide a timely answer at any step of the Grievance Procedure shall entitle the employee and/or Union to proceed to the next step. Any grievance not timely presented by the employee and/or the Union at any step of the Grievance Procedure shall not thereafter be considered a grievance under any step of the Grievance Procedure.

18.05 The written grievance shall state on the grievance form, the specific Article and Section of this Agreement alleged to have been violated, a brief set of facts, and the relief requested.

18.06 Each grievance shall be processed in the following manner:

Step 1:

An individual grievance shall be submitted in writing on the grievance form to the employee's immediate supervisor within twenty (20) working days of the occurrence. The grievance must be signed by the employee.

The Supervisor shall meet with the employee-grievant and steward within three (3) working days after the grievance is submitted in an attempt to resolve the grievance, and shall submit an answer in writing to the employee-grievant and steward within three (3) working days after said meeting.

Step 2:

If the grievance is not satisfactorily settled at Step 1, the Union may appeal to the appropriate Administrator in writing within five (5) working days after the receipt of the Step 1 answer. The Administrator shall, within five (5) working days of receipt of the appeal, meet with the aggrieved employee and the representing steward in an attempt to resolve the grievance, and submit an answer in writing to the employee and steward within five (5) working days subsequent to the meeting.

Step 3:

If the grievance is not satisfactorily settled at Step 2, the Union may appeal to the Prosecutor's designee in writing within five (5) working days after the receipt of the Step 2 answer. The Prosecutor's designee shall, within five (5) working days of receipt of the appeal, meet with the aggrieved employee, the representing steward and any witnesses necessary to arrive at a resolution. The Prosecutor's designee shall render his decision in writing within five (5) working days subsequent to such meeting.

Step 4:

If the grievance is not satisfactorily settled at Step 3, the Union may appeal within five (5) working days after the receipt of the Step 3 answer to the Director of the CSEA or his designee.

The Director of the CSEA or his/her designee(s) shall, within five (5) working days of receipt of the appeal, meet with the aggrieved employee, the representing steward and any witnesses necessary to arrive at a resolution. The Director of the CSEA or designee shall render his decision in writing within twenty (20) working days subsequent to such meeting.

Step 5:

If the grievance is not satisfactorily resolved at Step 4, it may be submitted to arbitration upon written request of either party.

The right of the parties to demand Arbitration over an unadjusted grievance is limited to a period of ten (10) working days from the final action taken on such grievance under Step 4 in the Grievance Procedure and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given by the Employer.

The question of arbitrability of a grievance may be raised by either party before the arbitration hearing of the grievance, on the grounds that the matter is non-arbitrable or beyond the Arbitrator's jurisdiction. The first question to be placed before the Arbitrator will be whether or not the alleged grievance is arbitrable. If the Arbitrator determines that the grievance is within the purview of arbitrability, the alleged grievance will be heard on its merits before the same Arbitrator.

The Union shall, within fifteen (15) working days following its notification to the Employer that it intends to arbitrate an unadjusted grievance, contact the Labor Relations office to select an Arbitrator from the permanent panel of arbitrators contained herein. In the event the parties have not met and selected an Arbitrator within fifteen (15) working days following the notification to the Employer that it intends to arbitrate an unadjusted grievance, the grievance and previous arbitration demand shall be deemed withdrawn and the Step 3 grievance shall be the final answer. The parties shall use the alternate strike method to select an Arbitrator. Arbitrators shall limit their decisions strictly to the interpretation, application or enforcement of the specific Articles and Sections of this Agreement, and it shall be without power or authority to make any decision:

- a. Contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement or of applicable laws;
- b. Limiting or interfering in any way with the powers, duties or responsibilities of the Employer under applicable law. Limiting or interfering in any way with the powers, duties or responsibilities of the Director of the CSEA or the County Executive under his rule making powers not in conflict with this Agreement.
- c. Add to, detract from or alter in any way provisions of this Agreement.

The written decision of the Arbitrator resulting from any arbitration of grievances

hereunder shall be final and binding upon the parties.

The fee and expenses of the Arbitrator shall be paid by the party which loses the appeal to arbitration. Each party shall fully bear its costs regarding preparation necessary to attend the arbitration hearings.

The aggrieved employee and any witness shall be granted leave with pay to attend arbitration hearings.

The permanent panel shall be as follows: 1) Dennis Byrne; 2) Harry Graham; 3) Robert Stein; 4) James Mancini; 5) David Pincus; 6) Jonathan Klein; and 7) Dennis Minni.

18.07 If deemed necessary by the Union, the Chief Steward and/or an accredited representative of the Union shall be present at Steps 3, 4, and/or 5 of this procedure.

18.08 Grievances submitted beyond the specified time limits at any step of the Grievance Procedure contained herein shall not be honored. However, they will be processed through the procedure if time limits are waived by both parties in any step. An employee on vacation or approved leave of absence on the date of the occurrence of the facts giving rise to a grievance may file a grievance within ten (10) calendar days after she returns to work.

18.09 The parties may mutually agree to mediate a grievance prior to the selection of an Arbitrator. The mediator shall be chosen from the Federal Mediation and Conciliation Service at no cost to the parties.

ARTICLE 19 UNION REPRESENTATION

19.01 Employees selected by the Union to act as Union representatives for the purpose of investigating and processing grievances under the Grievance Procedure shall be known as Stewards. The number of Stewards including the Chief Steward shall be a total of five (5).

19.02 To secure pay for time off afforded by the Employer during their regularly scheduled working hours under Section 1 of this Article, the Union President, Chief Steward and Stewards will be required to use the authorization forms which will be provided by the Employer.

Time shall not be in excess of three (3) hours per week per Steward, and the Union President and chief Steward shall be permitted six (6) hours per week per person, with additional time when necessary, to investigate and/or process grievances. The time spent by the Union President, Chief Steward and the Stewards in labor/management meetings or meetings initiated by Management shall not be charged against the time herein allotted to Union representatives for the purpose of investigating and processing grievances.

The Employer agrees to allow reasonable time to the Union during the orientation period for all new employees at which time the Union can present an explanation of Union procedures and be available for questions. Such orientation time shall be inclusive and deducted from the Union representation time under this section.

19.03 All Union official employees must use the authorization form when they have taken time off during working hours to perform Union business.

If it is found that the Union is abusing time under Section 2 of this Article, Management shall discuss the situation with the Union at the next regularly scheduled Labor/Management meeting as provided in this Agreement or at a special meeting requested by Management.

19.04 The Union shall furnish Management with a written list of names of all the Union officials, the Chief Steward and the Stewards.

19.05 The administration recognizes that all Steward positions referred to in this Article shall be filled at the Unions option and only with those persons as determined by the Union in accordance with the union's internal procedure.

19.06 Up to three (3) employees selected by the Union, including the Local Union President shall be permitted time off, up to a maximum of five (5) working days each, per contract year, without loss of pay, to attend Union sanctioned conventions and/or conferences. These include the International Ohio Council 8 and the AFL-CIO conventions and/or conferences. Request for Union leave must be submitted at least fifteen (15) days in advance and approval of such request will not be reasonably denied.

ARTICLE 20 SENIORITY

20.01 Seniority means the employee's uninterrupted length of continuous service with the Child Support Program (i.e., IV-D, or B.O.S.), calculated from the last hiring date or re-employment following a break in service.

A termination of employment lasting fewer than thirty-one (31) days shall not constitute a break in continuous service.

20.02 Employees shall lose all seniority and employment rights upon any of the following:

- a. Discharge for just cause;
- b. Retirement or resignation;
- c. Layoff in excess of **twenty four (24)** months;

- d. Failure to return to work within seven (7) days of recall from layoff; unless the failure to return within such seven (7) days is not within the control of the employee, or within such seven (7) days the Employer agrees to an alternative date for the employee to return to work;
- e. Failure to return to work upon expiration of a leave of absence;
- f. Absence of three (3) or more consecutive work days without notifying the Employer (no call/no show).

20.03 Employees shall continue to accrue seniority during the following:

- a. Absence while on approved paid or unpaid leave not exceeding two (2) years;
- b. Military leave of absence;
- c. Layoff of **twenty four (24)** months or less.

20.04 The Union shall be provided with a seniority list quarterly.

20.05 Seniority shall be applicable for the following:

- a. Vacation scheduling;
- b. Layoff;
- c. Recall;
- d. Work station assignments: when entire units are relocated or additional space becomes available, but only after Management has determined where the work stations will be located and what positions will occupy the stations. Further, if an existing office becomes vacant within a unit, that office may only be bid upon on a seniority basis.

ARTICLE 21 LAYOFF AND RECALL

21.01 Whenever the Employer determines that a layoff or abolishment is necessary due to a lack of work, a lack of funds or for reasons of economy and efficiency, the Employer shall notify the Union and the affected employees fourteen (14) days in advance of the date of layoff or abolishment.

21.02 The Employer shall determine in which classification(s) the layoff will occur

(Classification means a group of positions that involve similar duties and responsibilities, requires similar qualifications, and which are properly designated by common descriptive title indicating the general nature of the work. A classification may include only one position in some circumstances. Position means a group of duties and responsibilities assigned or delegated by competent authority to be performed by one person.) The layoff(s) of any permanent full-time employee(s) shall only commence following the layoff of any temporary, intermittent, seasonal, part-time and newly hired (those who have not yet completed their initial probation period) employees in the affected classification.

Layoff of permanent, full-time employees will occur in the following order;

- a. Promoted employees who have not completed the probationary period shall be returned to the position held prior to the layoff;
- b. Employees who have completed the probationary period by order of reverse seniority.

21.03 A permanent full-time employee who is placed on layoff may apply their agency seniority to displace the least senior employee as follows:

- a. In the classification held prior to layoff for which the employee remains qualified;
- b. In a lower classification within their classification group (see Attached Classification Series Appendix 1); If the employee refuses to displace within their classification group, the employee waives all rights to recall to a lesser classification;
- c. If an employee cannot displace within the lower classification series, then the employee may displace in the classification held prior to their current classification, within this bargaining unit;
- d. If the employee does not have the right to displace or does not exercise the right to displace, the employee shall be laid off;
- e. Employee shall notify the CSEA Director of their intention to exercise their displacement rights within three (3) working days after receipt of notification of layoff.

21.04 Any employee who is laid off shall have the option of converting her accumulated balances of vacation leave and compensatory time to a cash payment at the time the employee is laid off.

Employee's leave balances may only be reinstated if the employee's layoff is disaffirmed

through the Grievance Procedure and the employee submits a reimbursement for the entire amount of the leave balance(s) previously converted.

21.05 Recall from layoff shall be made in reverse order of layoff; that is, the last employee placed on layoff from a classification shall be the first to be recalled. Employees who refuse recall to a classification from which they have been laid off shall lose seniority and recall rights to that classification. Employees who fail to return to work within seven (7) days of the date of recall shall lose seniority and employment rights in accordance with Article 20, Seniority. Employees shall be notified of recall by certified mail, at their last known address on file with the Employer. An employee on layoff remains eligible for recall for a period of **twenty four (24)** months.

21.06 No new employees shall be hired into, nor will any vacant position be posted, in any classifications in which employees are on layoff until such time as the recall list has been exhausted.

21.07 When layoff in a classification becomes necessary, and one or more employees in the affected classification desire to be placed on voluntary layoff, regardless of their seniority status, layoff shall be granted based upon the following;

- a. The volunteer with the most agency seniority shall be placed on layoff first;
- b. Employees who are placed on voluntary layoff may not displace employees in any other classification;
- c. Employees who are placed on voluntary layoff may only be recalled to vacancies which occur in the classification in which they were placed on layoff;
- d. The Employer shall not challenge an employee's unemployment compensation claim unless an employee refuses recall.

21.08 Employees shall be laid off or displaced using their agency seniority date. In cases where two (2) or more employees have identical seniority dates, the tie shall be broken by using the earliest date on the initial Application of Employment.

In no event shall an employee with less seniority displace an employee with more seniority within a classification. If an employee does not fill an available vacancy or displace another employee by the methods listed in this article, and the employee has exhausted his/her displacement rights, then the same employee will be laid off.

21.09 Employees who are on sick leave, vacation or leave without pay at the time a layoff is effective shall be subject to layoff. Such employees shall be guaranteed the same rights as all other employees. Notices of layoff, abolishment or displacement shall be mailed to such

employees by certified mail.

21.10 If an abolishment of positions results in a reduction in the workforce, the employees affected shall have the same rights as a laid off employee in accordance with the provisions of this Article.

21.11 An employee displaced under the provisions of this Article shall have the right to displace another employee in accordance with this Article.

21.12 A laid off employee who is recalled at any time shall be given her previous service plus service credit for the time laid off provided such service credit will not exceed **twenty four (24)** months for any single period of layoff.

ARTICLE 22 VACANCY AND PROMOTION

22.01 Whenever Management determines a permanent vacancy exists and such position is not filled through recall from the layoff list, a notice of such vacancy shall be posted on the Employer's bulletin boards on all floors for a period of seven (7) consecutive work days. Once a vacant position has been posted, the Employer will fill said vacancy as soon as practicable; which shall normally be within a forty-five (45) day period after the posting.

Posting shall contain the classification title, rate of pay, minimum educational and experience qualifications as required by the classification specifications, supervisor and a brief summary of the job duties.

During the posting period, any employee wishing to apply for the vacant position(s) shall do so by submitting **an online application using the appropriate forms contained on the County employment website** to the Employer. **The employee must comply with the Employer's procedures and requirements as set forth on the County website in order to be considered for the vacancy.** The Employer shall not be obligated to consider applications submitted after the seven (7) day period has expired, or who do not meet the minimum qualifications for the job.

22.02 The Employer shall use the following when considering qualified applicants:

- a. Experience
- b. Training
- c. Job Performance (i.e. disciplinary action, absenteeism)
- d. Employee's Personnel File

22.03 If applicants for a position include employees currently serving in the classification, the Employer shall consider those applicants first, based upon the criteria listed in Section 2 of this Article. Lateral transfer requests shall not be denied for arbitrary or capricious reasons. Lateral transfer means moving from one position to another or whose duties are different, but the same job title. Upon written request by the Employer, the employee selected shall be transferred not more than thirty (30) calendar days from the date of selection.

22.04 If the Employer determines that two (2) employees are equally qualified for the position, the employee with the most seniority shall be selected for the position.

22.05 If no employee bids or meets the minimum qualifications, the Employer may hire from among outside qualified applicants.

22.06 The Union and all applicants shall be notified, in writing, of the individual selected at the time of the appointment.

22.07 An employee selected shall be considered to have qualified for the position when she has satisfactorily completed the 120 day probationary period. Should an employee not satisfactorily complete the probationary period for a position acquired through job posting, she shall be returned to her former position if such position is vacant, or to any same or similar classification.

22.08 The initial hire probationary period for all bargaining unit employees shall be 120 calendar days.

Employees serving their initial hire probationary period may be removed and such removal is non-appealable through the Grievance Procedure contained herein. A probationary employee who has lost any work time due to illness or injury or any other provision that may violate the probationary period, shall have her probationary period extended by the length of the illness of injury or lost time.

The probationary periods for the Child Support Specialists are to begin after the employee has completed their five (5) week training period. All other benefits and rights, including pay increases, will take effect from the original date of hire or promotion.

22.09 An employee who is awarded a position as a result of a job bid may not bid on a vacant bargaining unit position during a probationary period.

22.10 Employees selected for promotion to a permanent position will be placed at the start rate of the new pay range or five (5%) percent, whichever is greater. Promotion means the advancement of an employee to a position in which the classification carries a higher salary range.

An employee who is demoted shall receive a five (5%) percent reduction in pay or be paid at the rate of pay of the highest paid employee in that lower classification, whichever is lower.

22.11 Any grievance filed pursuant to this Article shall be filed at Step 4 of the Grievance Procedure.

ARTICLE 23 TEMPORARY POSITIONS

23.01 Temporary positions are those positions in which work is of a temporary nature and a specified duration, 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 case, the duration shall not exceed the approved leave of absence.

23.02 All temporary positions, excluding entry level positions, shall be posted and filled in accordance with the Vacancy and Promotion Article of this Agreement.

23.03 If at the end of ninety (90) days the Employer determines that the position shall be continued, the position shall be deemed permanent and posted and filled in accordance with the Vacancy and Promotion Article of this Agreement.

23.04 If a temporary employee is hired as a permanent employee in the same classification in which they were working without a break in continuous service, as defined in Article 21, Seniority, their hire-in date as the temporary shall be deemed their original date of hire and all time worked shall count towards their probationary period. Their seniority shall begin from the original date of hire.

ARTICLE 24 WORKING OUT OF CLASSIFICATION

24.01 If an employee is temporarily filling a vacancy in a lower classification, that employee shall be paid at the same rate of pay of her permanently assigned classification. If an employee is temporarily filling a higher classification for more than five (5) working days, she shall be placed at the start rate of that higher classification or five (5%) percent, whichever is greater.

ARTICLE 25 JOB CLASSIFICATION SPECIFICATIONS

25.01 The Employer agrees to provide a detailed and specific job description to every employee when hired, transferred or promoted into a different position or whenever changes are made to their current job description.

25.02 The Employer agrees to continue to utilize the current job classification specifications in effect on the date of the signing of this Agreement. The Employer reserves the right to make changes in job classification specifications.

25.03 The Employer shall schedule a special Labor/Management meeting prior to making changes in a job classification specification and discuss such changes.

Changes in job classification specifications shall not be made for arbitrary or capricious reasons.

25.04 Upon request to the Employer, the Union shall be furnished with copies of current job descriptions for positions in the bargaining unit.

ARTICLE 26 JOB AUDITS

26.01 An employee may have her position audited for reclassification upon request to the Personnel Office. The employee shall provide all necessary information requested by the Personnel Administrator regarding the job audit. Requests shall be restricted to one (1) per twelve (12) month period.

26.02 Within thirty (30) days of receipt of the information, the Personnel Administrator shall determine if the employee should be reclassified. Employees reclassified to a higher rated position shall earn the higher rate of pay or five percent (5%), whichever is greater, effective on the date the information was provided to the Personnel Administrator.

If it is determined that an employee should be reclassified to a lower rated position, the employee shall not suffer a reduction in pay. However, the position shall be reclassified to the lower-rated classification.

26.03 Audit determinations shall be based upon the job specifications on file with the Personnel Administrator.

The Union shall be informed of the determination of all job audits at the time such determination is made.

Grievances filed pursuant to this Article shall be submitted to Step 4 of the Grievance Procedure.

ARTICLE 27 LABOR-MANAGEMENT COMMITTEE; SAFETY

27.01 Unless mutually agreed otherwise, once each month on a specified day and time, no

more than five (5) representatives of Management, including but not limited to, the chief Administrator of CSEA and/or Personnel Administrator, shall meet with not more than five (5) representatives of the Union to discuss pending problems and to promote a more harmonious relationship between the Union and the Employer.

An agenda will be furnished at least three (3) working days in advance of the scheduled meeting by the party requesting the meeting.

The purpose of such meeting shall be to:

- a. Discuss the administration of this Agreement;
- b. Notify the Union of changes made by Management which affects bargaining unit employees;
- c. Jointly discuss the need for upgrading the current employees, in terms of providing and/or identifying training and educational opportunities to meet future needs and programs of the Department;
- d. Promote Health and Safety Education regarding potential hazards in the workplace;
- e. Conduct periodic inspections of the complex to detect and evaluate potential health and safety hazards, and offer, within the limits of Employer's authority, recommendations for corrective actions;
- f. Schedule, within the limits of Employer's authority, periodic fire, tornado and earthquake drills;
- g. Discuss grievances which have not been processed beyond Step 4 of the Grievance Procedure when such discussions are mutually agreed to by the parties;
- h. Disseminate general information of interest to the parties;
- I. Give both parties the opportunity to share their views and make suggestions on the subjects of interest;
- j. Discuss reasonable work loads.

27.02 It is further agreed that if special Labor/Management meetings have been requested, they shall be convened as soon as possible.

Union representatives of the Labor/Management Committee shall not suffer loss in pay for attendance at meetings provided by this Article. However, such meeting which extends beyond the work day shall be on non-paid time.

27.03 Within fifteen (15) days from the date of any Labor/Management meeting, Management shall respond in writing to the Union on any issues which require an answer.

27.04 When, and if possible, the Employer agrees that, within his authority, there shall be no maintenance duties performed between the hours of 8:00 a.m. and 5:00 p.m. that could pose a hazard to any workers performing their normal duties during that time. Should it become necessary for maintenance duties that pose a hazard to be performed during these regular hours, employees in the immediate area affected shall be relocated to a safe working area for the remainder of the working day.

27.05 Adequate first aid shall be provided by the Employer upon the premises of the County of Summit CSEA. First aid training shall be provided by the Employer during working hours at no cost to affected employees. Such training shall consist of certified basic first aid and basic life support training. The Employer shall post the name and location of each trained employee.

27.06 The Employer shall, within his authority, provide adequate, clean, sanitary, well ventilated, deodorized and adequately supplied restrooms at all times. Further, the Employer agrees that except for those restrooms designated for public use, all other restrooms, if any, will be designated for employees only.

ARTICLE 28 SUBSTANCE ABUSE & EMPLOYEE ASSISTANCE PROGRAM

28.01 The Employer and the Union recognize the value of counseling and assistance programs to those employees who have personal problems which interfere with their job duties and responsibilities. The Union and the Employer, therefore, agree to continue the existing or similar Employee Assistance Program and to work jointly to promote the program.

28.02 Employees are subject to the County of Summit Substance Abuse Prevention policies and procedures.

ARTICLE 29 BULLETIN BOARDS

29.01 The Employer shall furnish the Union two (2) enclosed, locking bulletin boards and one (1) plain bulletin board. The Employer shall bear the costs of installation of the bulletin boards. The Employer reserves the right to designate the location of all Union bulletin boards.

Notices or announcements shall not contain anything scandalous or malicious, or

statements that constitute an attack upon elected officials of the County or the Administration of this Agency.

29.02 Any violation of this Article shall be discussed immediately with the Union upon notification by the Employer.

29.03 In the event a dispute arises concerning the appropriateness of material posted, the President will be advised by the Employer and the notices will be removed from the bulletin boards until the dispute is resolved. If the material is not removed, the Employer may cancel the provisions of this Section and use of the bulletin boards by the Union until the issue can be resolved.

A grievance concerning this Article may be initiated at Step 4 of the Grievance Procedure by the Union.

ARTICLE 30 MILEAGE

30.01 All employees required to use their automobile in performance of their duties during authorized hours shall be reimbursed for such actual mileage at the rate established by the County, provided the employee requests reimbursement within thirty (30) days after the end of the month in which the mileage occurred.

ARTICLE 31 HOSPITALIZATION AND LIFE INSURANCE

31.01 The Employer shall provide all employees, covered by this Agreement who qualify for benefits and are on active pay status, hospitalization, surgical, medical and prescription drug benefits. Optional plans may be offered, however, employees will be required to pay the cost of the premium contributions of those plans.

31.02 All employees who receive benefits will pay 10% of the premium costs through payroll deductions unless they choose an Employer offered optional plan.

31.03 The Employer agrees to contribute to the Ohio AFSCME Care Plan, for the purpose of providing various benefits to eligible bargaining unit employees in accordance with the Rules and Regulations of the Fund and all applicable Federal and State Laws. Effective October 1, 2011, the Employer will contribute the sum of forty dollars and seventy-five cents (\$40.75) per month for each employee who is covered by this agreement for the purposes of providing Vision I Benefit (\$6.75), Hearing Aid Benefit (\$0.50), Dental 2 Benefit (\$26.00), Life Insurance I (\$7.50).

This itemization is for informational purposes only. The Employer agrees to the

contribution amount and not the allocation of this cost.

The Employer shall contribute to the Ohio AFSCME Legal Plan five dollars (\$5.00) per month for each employee who has completed his/her probationary period.

31.04 The Employer shall provide each eligible employee term life insurance in the amount of \$15,000.00.

**ARTICLE 32
WAGES**

Effective at the beginning of the first payroll period in October of each contract year, all employees shall be paid the following wage increases to each employee's current rate of pay:

**October 1, 2011
0%**

**October 1, 2012
0%**

**October 1, 2013
Wage Reopener**

Classification	Pay Grade	Start Rate 2011	Start Rate 2012
Account Clerk II	19	\$15.17	\$15.17
Account Clerk III	20	\$15.91	\$15.91
Clerk I	14	\$11.89	\$11.89
Clerk II	15	\$12.45	\$12.45
Records Clerk I	16	\$13.09	\$13.09
Clerical Specialist	16	\$13.09	\$13.09
Telephone Information Clerk	16	\$13.09	\$13.09
Intake Specialist	18	\$14.44	\$14.44
Child Support Specialist	19	\$15.17	\$15.17
Senior Child Support Specialist	20	\$15.91	\$15.91
Genetic Testing Specialist	18	\$14.44	\$14.44
Utility clerk	14	\$11.89	\$11.89

The Employer and Union will meet thirty (30) days prior to October 1, 2013 or at a mutually agreed upon time, for the purpose of discussing the sole issue of wages for the third year of the contract (October 1, 2013 - September 30, 2014).

ARTICLE 33
VACATIONS

33.01 Each bargaining unit employee, including full-time and hourly rate employees, in paid status after service of one (1) year, with the County or any political subdivision of the State, shall have earned and will be due upon the attainment of the first year of employment and annually thereafter, eighty hours of vacation leave with full pay. Part-time employees shall earn vacation on a pro-rated basis. One (1) year of service shall be computed on the basis of twenty-six (26) bi-weekly pay periods. A full-time employee with five (5) or more years of service, with the County or any political subdivision of the State, shall have earned and is entitled to one hundred twenty (120) hours of vacation with full pay. A full-time employee with ten (10) or more years of service, with the County or any political subdivision of the State, shall have earned and is entitled on hundred sixty (160) hours of vacation with full pay. A full-time employee with fifteen (15) or more years of service, with the County or any political subdivision of the State, shall have earned and is entitled to two hundred (200) hours of vacation with full pay. Such vacation leave shall accrue to the employee at the rate of three and one-tenth (3.1) hours each bi-weekly period for those entitled to eighty (80) hours per year; four and six-tenth (4.6) hours each bi-weekly periods for those entitled to one hundred twenty (120) hours per year; six and two-tenths (6.2) each bi-weekly period for those entitled to one hundred sixty (160) hours per year, and seven and seven-tenths (7.7) hours each bi-weekly period for those entitled to two hundred (200) hours per year. Vacation leave may be carried over each year without restrictions. However, upon separation from County Service, the employee will only receive payment for no more than what was accrued but unused within the three (3) years immediately preceding the last anniversary date.

Upon separation or death of an employee, all earned but unused vacation leave shall be paid in full to the employee or her estate.

33.02 Annual vacation leave will be taken at such time as the employee and the supervisor mutually agree upon. The Appointing Authority shall not deny any employee's request unless Management determines it would work a manifest hardship on the department or on other employees. All vacation leave must be requested and authorized on a form designated by the Appointing Authority.

33.03 Vacations will be granted in increments of not less than fifteen (15) minutes requested by the employee, unless Employer denies the request based upon operation need. Where employees in the same work unit request the same vacation period, such leave requests shall be determined by the first submitted request. If two (2) or more employees in the same work unit submit their requests on the same day, the determining factor shall be Agency seniority. If an employee, while on vacation, contacts an illness or injury or experiences a death in the family, which would have warranted paid sick leave had the employee been at work, such employee, shall upon showing proper evidence, be allowed to charge such absence to sick leave rather than to vacation-time-off.

The amount of an employee's accumulated vacation leave shall be reflected on the employee's bi-weekly pay stub.

33.04 For the purpose of vacation time, all prior service with the State of Ohio or any political subdivision thereof shall count.

ARTICLE 34 HOLIDAYS

34.01 All employees shall be entitled to thirteen (13) paid holidays per year. These are listed below:

First day of January	New Years Day
Third Monday in January	Martin Luther Kings' Birthday
Third Monday in February	President's Day
Last Monday in May	Memorial Day
Fourth of July	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
Eleventh of November	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Fourth Friday in November	Day after Thanksgiving Day
Twenty-fourth of December	Christmas Eve
Twenty-fifth of December	Christmas Day of Occurrence
Employee Birthday	Must be taken within the calendar year or it will be added to the employees vacation accumulation.

Any other day designated as a holiday for County employees by the Summit County Council, will also be considered to be a paid holiday.

34.02 A holiday falling on Sunday will be observed on the following Monday, and a holiday falling on Saturday will be observed on the preceding Friday. If a holiday occurs during a period of paid sick or vacation leave, the employee will draw normal pay and will not be charged for sick leave or vacation.

34.03 An employee scheduled to work on a holiday shall receive her regular rate of pay in addition to time and one-half (1 ½) her regular rate of pay for all hours worked on the holiday. Employees who are off on sick, vacation or other approved leave, must be on paid status the last scheduled work day before the holiday and the first scheduled work day after the holiday in order to receive holiday pay.

ARTICLE 35
SICK LEAVE

35.01 Sick leave shall be defined as an absence with pay necessitated by: 1) illness or injury to the employee; 2) exposure by the employee to a contagious disease communicable to other employees; and/or 3) serious illness, injury or death in the employee's immediate family.

35.02 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.

35.03 An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefore prior to the start of his work shift each day he is to be absent. Employees who immediately provide verifiable and adequate proof of illness or injury stating the specific days the sick leave is needed will not be required to contact the Employer on each day he is absent for that sick period.

35.04 Sick leave may be used in segments of not less than fifteen (15) minutes.

35.05 Before an absence may be charged against accumulated sick leave, the department head may require proof of illness, injury or death, or may require the employee to be examined by a physician designated by the department head and paid by the Employer. In any event, an employee absent for three (3) or more days must supply a physician's report to be eligible for paid sick leave.

35.06 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 department head, at his discretion, finds there is not satisfactory evident of illness, injury or death sufficient to justify the employee's absence, such leave may, at the department head's discretion, be considered an unauthorized leave and shall be without pay.

35.07 Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action. The following are potential examples of sick abuse, however, this is not an exhaustive list: failure to notify a supervisor of absences; failure to follow proper leave procedures; failure to provide physician's verification when requested or where required, any presentation of or reference to fraudulent documentation to secure time off, absences that create a pattern, maintaining low sick leave balances due to excessive/frequent sick leave usage (not including Family Medical Leave Act leave).

35.08 The department head may require an employee who has been absent due to personal illness or injury, prior to and as a condition of his return to duty, to be examined by a physician 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.

35.09 When the use of sick leave is due to illness or injury in the immediate family, "immediate family" shall be defined in accordance with the definition set forth in the County policy. 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, spouse, spouse's parents, child, brother, sister, or person in loco parentis, grandchildren, spouse's siblings and child's spouse, and any other relative listed under the Employer's policy for bereavement leave. An employee may use up to five (5) days of sick leave for the death of an immediate family member as defined in this section.

35.10 The previously accumulated sick leave of an employee who has been separated from the public service shall be placed to his credit upon his re-employment in the public service, provided that such re-employment takes place within ten (10) years of the date on which the employee was last terminated from public service. An employee who transfers from one (1) public agency to another shall be credited with the unused balance of this accumulated sick leave up to the maximum of the sick leave accumulation permitted in the public agency to which the employee transfers.

35.11 Upon retirement, an employee will be entitled to a sick leave conversion payment in accordance with Summit County policy.

ARTICLE 26 PERSONAL LEAVE

36.01 Notwithstanding the sick leave provisions, each year, full-time employees may elect to use up to three (3) days of sick leave as personal leave, to cover any short term absences of a personal nature. The time off will be taken in one (1) hour increments. Unused personal leave will convert back to sick leave at the end of each year.

36.02 Personal days shall be scheduled in accordance with the workload requirements of the Employer and the Employer reserves the right to deny personal day requests if workload requirements so mandate. In the event that two (2) or more employees request personal day(s) simultaneously and the Employer is not able to grant the leave to all those making such request, the personal day shall be granted to the employee with the greatest seniority.

36.03 Once the personal day(s) have been approved by the Employer, alternation or cancellation of the personal day by the Employer shall occur only due to unforeseen emergency circumstances.

ARTICLE 37 LEAVES WITH PAY

37.01 Court Leave: The Employer shall grant full pay when an employee is summoned and appears for any jury duty or is subpoenaed and appears as a witness by any court or other

adjudicative body as listed in this Article when the employee is not a party to the action. All compensation for such duty shall be reimbursed to the Employer for disbursement to the Fiscal Officer, unless such duty is performed totally outside normal working hours.

An employee released from jury or witness duty prior to the end of her scheduled work day shall report to work for the remainder of the day.

Employees shall honor any subpoena issued to them, including those from Workers' Compensation, Unemployment Compensation, State Employment Relations Board hearings, and the State Personnel Board of Review. It is not proper to pay employees when appearing in court for criminal or civil cases, when the case is being heard in connection with the employee's personal matters. These absences will be leave without pay, or vacation, at the employee's option.

An employee shall request prior approval for court leave, in order for such leave to be granted.

37.02 Military Leave: Employees who are members of the Ohio National Guard, Ohio Defense Corps, the Ohio Naval Militia, or members of other reserve components of the Armed Forces of the United States are entitled to military leave of absence from their duties without loss of pay for such time as they are in the military service on field training or active duty for a period not to exceed 176 working hours in one (1) calendar year. Employees are required to submit to the Employer an order or statement from the appropriate military commander as evidence of such duty. Military leave in excess of 176 working hours in a calendar year shall be leave without pay or vacation at the employee's option. Additional requests for time shall not be denied for arbitrary or capricious reasons. Employees who are members of those military components listed above shall be granted emergency leave when the employee is so ordered by the Governor of the State of Ohio to assist civil authorities. Such leave shall be without pay if it exceeds authorized military leave for the calendar year. The leave will cover the official period of the emergency.

ARTICLE 38 LEAVES WITHOUT PAY

38.01 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 Employer. Application for such leave shall be made in writing at least two (2) weeks prior to the beginning of said leave whenever possible. Any personal leave granted in excess of eight (8) hours must be approved in accordance with agency policies and procedures. Fringe benefits shall not continue nor accumulate during a personal leave.

Said prior application requirement may be waived upon approval from the Director of the CSEA.

38.02 Family Medical Leave: Employees are subject to the County of Summit Family Medical Leave Policy ("F.M.L.").

If the employee is unable to return to active work status by the end of the F.M.L. period or other approved leave period due to the same disabling illness, injury or condition, the employee will be given a disability separation.

The employee shall retain all reinstatement right for up to three (3) years from the initial date of leave. If a medical examination is requested by the Employer, the Employer shall bear the cost of the examination.

An employee given a disability separation shall have the right to reinstatement within the two (2) years to a position in the classification or a similar classification the employee held at the time of separation. If no similar classification exists, the employee may be laid off. A medical examination may not be required to show that the employee has sufficiently recovered from the disabling illness or injury; however, the Employer shall bear the cost of said examination. The employee shall be required to provide the Employer with a physician's statement certifying the employee is able to return to work to assigned duties, or what job duties can be done.

In the event that a physician feels that the employee cannot physically do all pre-assigned duties, the statement must be specific as to what duties can be performed.

38.03 Workers' Compensation Injury Leave: In cases of compensatory industrial illness or injury, as determined by the Bureau of Workers' Compensation, a leave of absence shall be granted provided such leave is supported by medical documentation which states that the employee is not medically fit to return to duty. Such leave shall continue for the duration of the illness or injury providing such does not exceed two (2) years. No paid leave credits shall accumulate during any unpaid leaves.

The Employer agrees to continue to provide hospitalization insurance benefits, and benefits provided under the Ohio AFSCME Plans, at the agreed upon amounts and level, for up to six (6) months for any employee who experiences a compensatory industrial illness or injury as outlined.

ARTICLE 39 SECURITY

39.01 The Employer shall provide security during the employees' standard work days. Security shall be provided by ~~a~~ ^{security personnel} full-time ~~process server~~ stationed on the premises, whose primary responsibility is security for CSEA employees. JB7-13-11

39.02 In the event the operation is relocated, this Section shall be subject to negotiations between the parties within fifteen (15) days notice served upon the other party negotiations

commencing within ten (10) days of said notice.

ARTICLE 40
APPLICATION OF STATE CIVIL SERVICE LAW

40.01 No section of the Civil Service laws contained in Ohio Revised Code, Chapter 124 shall apply to employees in the bargaining unit, and it is expressly understood that the Ohio Department of Administration Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

ARTICLE 41
UNION BARGAINING COMMITTEE

41.01 The Employer agrees to pay not more than four (4) bargaining unit employees of the CSEA who are appointed as representatives to serve on the Union Bargaining Committee and the Local Union President for the time spent in meetings with Management to renegotiate this Agreement pursuant to Article 45 when such meetings take place during such employee's regularly scheduled hours on the days in question.

ARTICLE 42
CAREER AND EDUCATION OPPORTUNITIES

42.01 The Employer and the Union recognize the value of enabling employees to further their professional career growth through education. All employees shall have the opportunity to apply for training and/or educational opportunities to allow for such career growth. All employees shall be treated fairly and equitably.

ARTICLE 43
WAIVER IN CASE OF EMERGENCY

43.01 In the event the County Executive declares that any Summit County office, agency or building be officially closed at which any bargaining unit employees are employed, the bargaining unit employee that is required to stay and work beyond the time of the building closure will receive pay for the remaining hours of work within their normal day at time and one-half the employee's normal rate of pay. Employees, who are not working after the building closes, will receive their regular rate of pay for that day.

Employees, whose work may be performed at other facilities however, may be transferred to another facility and will not be subject to the provision herein.

Employees not scheduled to work because of scheduled vacation, sick leave or the continuation thereof, or other forms of paid leave, will be charged for the leave regardless of the declared building closure. If, however, the employee is at work on the day the building closure is

declared, but prior to that declaration the employee submits any leave for that day, the employee may withdraw that leave and will not be charged leave for that day.

ARTICLE 44
DURATION AND TERMINATION

44.01 This Collective Bargaining Agreement shall remain in full force and effect from **October 1, 2011 to September 30, 2014** inclusive, and shall automatically renew itself from year to year thereafter, except that either party may terminate or serve notice of desire to modify or amend at the end of the initial expiration date or the expiration date in subsequent years by written notice by certified mail at least one hundred (100) calendar days prior to the end of such expiration date.

44.02 In the event notice to terminate is given by either party, negotiations will begin not later than seventy-five (75) calendar days prior to the termination of this Agreement. Negotiations shall be pursuant to the statutory impasse procedure. If such negotiations are not completed by the designated expiration date herein established, this Agreement shall terminate unless there is an extension by mutual agreement of the parties.

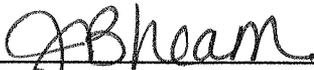
SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto, by their authorized representatives, have executed this Agreement on this ____ day of _____, in the year 2011, County of Summit, Akron, Ohio.

FOR COUNTY OF SUMMIT CSEA:



Sherri Bevan Walsh, County Prosecutor

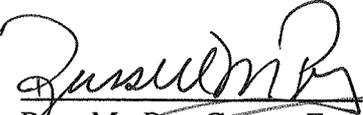


Jennifer Bheam, Director

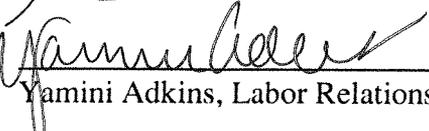


Rebecca Stock, Support Service
Administrator

FOR THE EXECUTIVE:



Russ M. Pry, County Executive



Yamini Adkins, Labor Relations

FOR THE UNION:

AFSCME, Local 3885 and Ohio Council 8



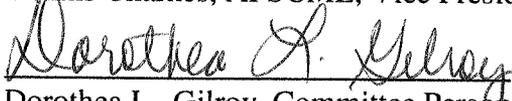
Shelby Woodall, AFSCME Staff Rep.



Masana Fullum, AFSCME, President



Dennis Charnes, AFSCME, Vice President



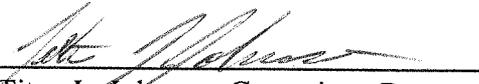
Dorothea L. Gilroy, Committee Person



Amanda Spaugy, Committee Person



Terry Ramey, Committee Person



Titus J. Johnson, Committee Person

Appendix "A"
CLASSIFICATION SCHEME

Child Support Enforcement Agency
Classification Plan
Bargaining Unit

<u>CODE</u>	<u>OCCUPATIONS CATEGORY/CLASSIFICATION SERIES</u>
8000	<u>Accounting Group</u>
C8001	Account Clerk II
C8002	Account Clerk III
8200	<u>General Clerical Group</u>
C8201	Clerk I
C8203	Clerk II
C8202	Records Clerk
C8204	Clerical Specialist
8500	<u>Client Service Group</u>
C8501	Telephone Information Clerk
8600	<u>Child Support Group</u>
C8601	Intake Specialist
C8602	Child Support Specialist
C8603	Senior Child Support Specialist
8700	<u>Genetic Testing Group</u>
C8701	Genetic Testing Specialist
8800	<u>Utility Group</u>
C8801	Utility Clerk

Memorandum of Agreement

The parties agree to extend the current contract from **June 1, 2011 through September 30, 2011** with the modifications made herein.

For the Prosecutor's Office:



Sherri Bevan Walsh, Prosecutor

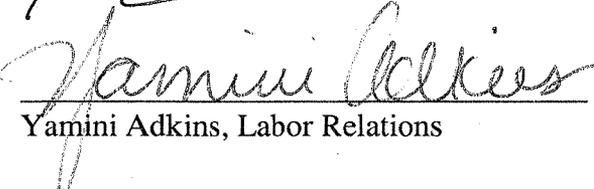


Jennifer Bheam, CSEA Director

For the Executive's office:



Russ Pry, County Executive



Yamini Adkins, Labor Relations

Date

For the Union:

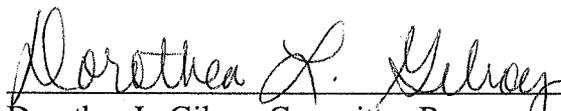
AFSCME Ohio Council 8, Local 3885



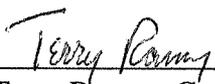
Masana Fullum, President Local 3885



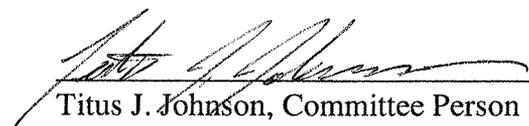
Dennis Charnes, Vice-President



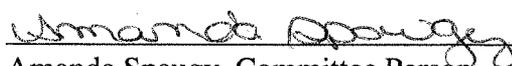
Dorothea L. Gilroy, Committee Person



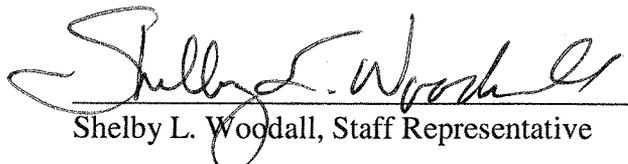
Terry Ramey, Committee Person



Titus J. Johnson, Committee Person



Amanda Spaugy, Committee Person



Shelby L. Woodall, Staff Representative