COLLECTIVE BARGAINING AGREEMENT

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BETWEEN THE

ALLEN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY

AND

COMMUNICATIONS WORKERS OF AMERICA LOCAL 4319 AFL-CIO

EFFECTIVE

OCTOBER 28, 2014

THRU

OCTOBER 27, 2015

SERB CASE NO.

Allen County CSEA - CWA
2014 - 2015 Agreement

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Allen County CSEA - CWA
2014 - 2015 Agreement

ARTICLE 1 PREAMBLE

The parties to this Agreement are the ALLEN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY "Employer", and the Communications Workers of America, AFL-CIO, "Union".

ARTICLE 2 UNION RECOGNITION

Section 2.1 Recognition The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment for "bargaining unit employees" as defined in Section 2 of this Article. The Employer has recognized the Union pursuant to a representation election in accordance with Revised Code chapter 4117.

Section 2.2 Bargaining Unit Whenever used in this Agreement, the term "bargaining unit employees" shall mean all full-time and all part-time employees. Included: Support Worker I, Support Worker II, Support Worker III and all other titles not specifically exempted from inclusion as set forth in O.R.C. 4117 or listed in the excluded.

Excluded: All management-level, supervisory, confidential, seasonal and casual employees as set forth in O.R.C. 4117 including Attorneys, Supervisors, Director, Deputy Director, Business Officer and Security Officer.

Section 2.3 New Titles The Employer reserves the right to create and fill new titles. The Employer agrees to notify the Union when a new title has been created and to indicate whether the title is included or excluded from the bargaining unit. Should the Union disagree with the Employer's designation, the Union will notify the Employer and both parties will attempt to resolve the dispute with meaningful discussions. Either party may also file a unit clarification petition with SERB for resolution of this issue.

When a new title is to be added to the bargaining unit under the provisions of this Section, the parties agree to meet to discuss the assignment of a pay range for the new title. If the parties are not able to agree upon a pay range, the issue may be submitted to the grievance procedure at step 3. During the pendency of the grievance the title shall be paid at the rate proposed by the Department.

ARTICLE 3 UNION SECURITY/DUES DEDUCTION

Section 3.1 Union Dues The Employer and the Union agree that payroll deduction of Union dues is available to all employees in the bargaining unit upon the written authorization of the employee.

Section 3.2 Payroll Deduction The payroll deduction of the regular Union dues shall be in regular amounts each pay period during which an employee is in active pay status.

Section 3.3 Resignation During the term of this Agreement, any bargaining unit employee may resign as a member of the Union. However, any bargaining unit employee who was a member of the Union (on the date of ratification by the Union of this Agreement) or becomes a member of the Union during the term of this Agreement shall continue for the duration of this Agreement to have the dues deducted.

Section 3.4 Termination The Employer shall be relieved from making individual "check-off" deductions upon an employee's: 1) termination of employment; 2) transfer or promotion to a position not included in the bargaining unit; 3) layoff; 4) unpaid leave of absence; and 5) expiration of the Collective Bargaining Agreement.

Section 3.5 Disclaimer of Liability It is agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union agrees that it will indemnify and hold the Employer harmless from any claims, actions, suits or proceedings by any employee arising from deductions made by the Employer, including reasonable attorney fees and costs. Once funds are remitted to the Union, the disposition of the funds shall be the exclusive obligation and responsibility of the Union.

ARTICLE 4 PAYROLL DEDUCTIONS, COBRA, PERS

Section 4.1 Payroll Deductions At the discretion of the employee and upon his or her written request, the following may be deducted from the employee's paycheck:

A. Ohio Public Employees Deferred Compensation
B. County Commissioners Association of Ohio Deferred Compensation
C. American Family Life Insurance
D. Colonial Life Insurance
E. Lima Allen County Employees Federal Credit Union
F. United Way
G. Vision Insurance
H. Supplemental Life Insurance
I. Union Dues
J. Medical Insurance Premiums
K. Applicable Local School District Income Tax

Section 4.2 New Payroll Deductions Should the County Commissioners make available deductions for additional programs through payroll deduction during the term of this Agreement, such payroll deductions will be made available to bargaining unit employees. Payroll deductions shall be subject to change by the County Auditor.

Section 4.3 COBRA and PERS The Employer shall continue to comply with the provisions of COBRA and the Public Employees Retirement System of Ohio.

ARTICLE 5 UNION REPRESENTATION

Section 5.1 Local Union Officials The Employer agrees to recognize up to three (3) stewards, one of whom shall be an alternate, whose names shall be provided, in writing, to the Employer.

Section 5.2 Union Business Union officials named in Section 1 and employee grievant(s) shall not lose straight-time pay for attending meetings with representatives of the Employer conducted pursuant to the grievance procedure of this Agreement, in labor-management meetings, pre-disciplinary conference, or other meetings mutually scheduled by the parties. Time spent by union representatives under this subsection shall be limited to a maximum of thirty (30) hours per calendar year. All time spent by union representatives on union activities during normal working hours shall be arranged in advance with the representative's immediate supervisor and shall be subject to the work schedule. Total time spent each

calendar week shall be reported in writing to the Director or designee on the Monday immediately following that calendar week. At no time should union activities interfere with scheduled client appointments or other work assignments.

Time spent for the purposes set forth in this Article shall be considered work time for the purposes of computing overtime. Union representatives shall not be entitled to straight time or overtime pay for union activities (as specified in Section 5.2 of this Article) conducted after normally scheduled work hours.

Section 5.3 CWA Representatives The Employer agrees that not more than two (2) accredited representatives of the Communications Workers of America shall be admitted to the Employer's facility during working hours upon appointment with the Employer. These visits shall be for the purpose of attending scheduled grievance meetings, at pre-disciplinary conferences, and to attend other meetings where the representative's presence is required. The Union agrees that such activities shall not interfere with the normal work duties of employees. The Employer reserves the right to designate appropriate meeting rooms for such visits.

Section 5.4 Use of Agency Copiers, Fax Machine and E-Mail The Union will be permitted to use the Agency fax machine. The Union agrees to reimburse the Agency the cost of materials received and transmitted over the fax machine. In addition, the Union shall be responsible for making sure a copy count is submitted by the Union to the Director/Designee. The Employer reserves the right to charge to the Union the costs of copies should the number of copies made become excessive.

Union Stewards will be permitted to use the Agency e-mail system to provide meeting notices to employees. The use shall be reasonable and limited to Union Business. The Agency Director will be cc'd on all Union e-mails.

Section 5.5 Union Orientation Newly hired employees shall receive union orientation for a period not to exceed 15 minutes. Said orientation shall not interfere with work needs of the Agency. New employee orientation will be scheduled by administration during regular business hours.

ARTICLE 6 BULLETIN BOARDS

Section 6.1 Availability The Employer agrees to provide a bulletin board for use by the Union in an agreed upon location within the Agency. No Union related materials of any kind may be posted anywhere in the Employer's facilities or on the Employer's equipment except on the bulletin boards designated for use by the Union. All Union notices shall be signed and dated by the local chairperson or a Union steward. All notices which appear on the bulletin board for Union posting shall have joint approval in advance of posting by the CSEA Director or his/her designee and a Union representative.

Section 6.2 Notices Union notices relating to the following matters may be posted without the necessity of receiving the Employer's prior approval:

a. Union recreational and social affairs;
b. Notice of Union meetings;
c. Union appointments;
d. Notice of Union elections; and
e. Results of Union elections;
f. Reports of standing committees and independent areas of the Union; and
g. Publications, rulings and policies of the Union;

Section 6.3 Prior Approval All other notices posted on the bulletin boards must receive prior approval of the Employer or his designated representative. The bulletin board shall not be used for any postings regarding any partisan or non-partisan political activities. Statements, positions, or information by or about any candidates, partisan or non-partisan, or issues shall not be posted on the bulletin board. Nothing of a derogatory nature shall be posted.

ARTICLE 7 NO STRIKE\NO LOCKOUT

Section 7.1 No Strike The Union does hereby affirm and agree that it will neither directly nor indirectly, call, sanction, encourage, finance, nor assist in any way, nor shall any bargaining unit 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.

Section 7.2 Cooperation In addition, the Union shall cooperate at all times with the Employer in the continuation of its entire 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 bargaining unit 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 shall order all Employees to return to work immediately.

Section 7.3 Discipline It is further agreed that any violation of the above may be grounds for disciplinary action which may include discharge.

Section 7.4 No Lock-Out In consideration of the Union's commitment as set forth in this Article, the Employer shall not lock out bargaining unit employees.

Section 7.5 Enforcement In accordance with Ohio Revised Code Chapter 4117, the Union and or the employee[s] may take action against the Employer, its supervisors, agents, or representatives who violate this Article.

ARTICLE 8 NON-DISCRIMINATION

The Employer and the Employer's representatives and the Union and the Union's representative agree not to interfere with the rights of employees to become members of the Union or to refrain from becoming members of the Union, and shall not engage in disparate treatment, interference, restraint or coercion because of an employee's membership in the Union or lack of membership in the Union or because of any lawful activity engaged in by an employee in his/her official capacity on behalf of the Union.

ARTICLE 9 MANAGEMENT RIGHTS

Section 9.1 Employer Responsibilities Nothing in this Agreement shall be construed as delegating to others the authority conferred by law upon the Employer or in any way abridging or reducing such authority.

Section 9.2 Management Rights The Union recognizes that except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct, or supervise the operations of the Employer and all of the employees are vested solely and exclusively with the Employer and/or its designated representatives.

Section 9.3 Examples 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 and transfer employees; 2) discharge, suspend, or discipline employees; 3) determine the number of persons required to be employed, laid off or discharged; 4) determine the starting and quitting time and the 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; 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 including establishing caseloads, assignments, performance standards and performance evaluations; 11) select and locate buildings and other facilities; 12) establish, expand, transfer, and/or consolidate work processes and facilities; 13) consolidate, merge, or otherwise transfer any or all of its facilities, property, processes, or work with or to any other county agency or entity or effect or change in any respect the legal status, management, or responsibility of such property, facilities, processes of work; and 14) perform and exercise all other rights and responsibilities and functions reserved to management by federal law or the Ohio Revised Code.

Section 9.4 Reservation of Rights 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 work force 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.

During the term of this Agreement, the Employer may make changes, either unilaterally or after notice to employees, with respect to any and all subjects reserved to the Employer. Should the Employer consult or discuss with the Union concerning a decision to make the changes, such discussions or consultation shall not be a waiver of the Employer's right to make unilateral change unless a decision is reached with the Union regarding such change.

ARTICLE 10 WORK RULES

Section 10.1 Issuance, Change in Rules The Employer retains the right to unilaterally promulgate work rules which do not violate the express terms of this Agreement. It is the Employer's intention that the Employer's work rules be interpreted and applied uniformly to all employees under similar circumstances. Each employee will be given a current copy of the work rules when effective or at the time of employment. Should the Employer add to, amend, delete, or otherwise change its work rules, such additions, amendments, deletions or changes shall be reduced to writing, distributed to employees and posted on agency bulletin boards seven (7) calendar days prior to implementation.

Section 10.2 Emergency This Article does not limit the right of the Employer, in cases of emergency, to change or implement a work rule prior to the conclusion of the posting period.

Section 10.3 Employee Access to Rules All employees shall have access to the Department's policy and procedure manual. Any additions or amendments to the Policy and Procedure Manual shall be distributed to all employees.

ARTICLE 11 CONTRACTING OUT OF WORK

Section 11.1 The parties agree that the Employer has the right to contract out work of the Department. Notwithstanding this right, the Employer agrees that it will not contract out work of bargaining unit employees which would result in the layoff of current employees, until and unless the Employer and the Union meet to negotiate the proposed layoff.

ARTICLE 12 LABOR-MANAGEMENT MEETINGS

Section 12.1 Meetings In the interest of constructive labor-management relations, the Union and Employer will meet as needed each quarter and on other mutually agreed dates and times for the purpose of discussing matters outlined below. Up to three representatives of the Union and up to three representatives of the Employer shall constitute the Labor-Management Committee. Labor management meetings will be scheduled at a mutually agreed time and members of the committee will not lose straight time pay.

The purpose of such meetings shall be to discuss:

a. The administration of this Agreement;
b. Those employee concerns which are not proper subjects of the grievance procedure;
c. Management's concerns regarding issues involving bargaining unit employees;
d. Ways to improve efficiency, productivity and work performance;
e. The general morale of employees in the agency;
f. New or revised policies which affect employees in the Department;
g. Any other issues which the parties may wish to bring to such meeting;
h. Notification to the Union of changes the Employer intends to implement which may affect bargaining unit employees; and
i. Grievances which have been appealed beyond the final internal step when such discussions are mutually agreed by the parties and the grievants;
j. Caseload determinations.
k. Issues of health and safety

Section 12.2 Agendas The parties shall exchange written agendas for labor-management meetings at least five (5) calendar days in advance of a scheduled meeting. The agenda shall list the issues or subjects the party submitting the agenda desires to present for discussion.

Section 12.3 Health and Safety In addition, the Labor Management Committee shall act as a health and safety committee. Issues involving health and safety will be discussed at labor management meetings. The parties will strive for a safe and healthful work place.

ARTICLE 13 GRIEVANCE PROCEDURE

Section 13.1 Introduction 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 except at step 1, shall have the right to be represented by a person of his own choosing at all stages of the grievance procedure. It is the purpose of this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 13.2 Definitions For the purposes of this procedure, the below-listed terms are defined as follows:

A. Grievance. A "grievance" shall be defined as differences arising as to the meaning or application of the specific and express written provisions of this Agreement.

B. Grievant. The "grievant" shall be defined as any employee or group of employees within the bargaining unit.

C. Days. A "day" as used in this grievance and arbitration procedure shall mean calendar days.

Section 13.3 Procedures For Processing Grievances The following procedures shall apply to the administration of all grievances filed under this procedure.

A. Content of Grievance

1. Aggrieved employee[s] name and signature[s];
2. Date grievance was first discussed;
3. Date grievance was responded to in writing from Step 2;
4. Name of supervisor with whom grievance was discussed;
5. Date grievance was filed in writing;
6. Date, place and time of incident[s] giving rise to the grievance;
7. Brief description of incident[s] giving rise to the grievance;
8. Articles and Sections of the Agreement violation; and,
9. Desired remedy to resolve the grievance.

B. Informal Resolution of Grievances 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 the grievance is adjusted without formal determination, pursuant to this informal procedure, while such adjustment shall be binding upon the grievant and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon the Employer in future proceedings.

C. Investigation The Union Steward may investigate a possible grievance before it is filed. This investigation may include but is not limited to an interview with the affected employee and his/her Supervisor. These interviews shall be for informational purposes in order to determine if a grievance should be filed. The interview should be conducted on the same day of the incident if possible.

D. Time Limits The time limits provided herein will be strictly adhered to and any 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 proceed to the next step in the grievance procedure. The time limits specified for either party may be extended only by written mutual agreement.

E. Preparation of Grievances The preparation and investigations of grievances shall be conducted based on Article 5 Section 5.2.

F. Limits on Grievance Procedure This grievance and arbitration procedure shall not be used for the purposes of adding to, subtracting from, or altering in any way, any of the provisions of this Agreement.

G. Individual Grievances In any grievance, the employee-grievant may pursue and adjust grievances without the intervention of union representatives as long as the adjustment of the grievance is not inconsistent with the terms of this Agreement and a Union representative has the opportunity to be present at the adjustment of the grievance.

H. Representation at Grievance Meetings The grievant may be represented by the duly authorized representative of the Union, or his own representative, at any step after step one of the grievance procedure.

Section 13.4 Grievance Steps All grievances shall be administered in accordance with the following steps of the grievance procedure.

Step 1. Formal- Supervisor An employee who believes he may have a grievance shall notify his supervisor of the possible grievance within ten (10) days of the occurrence or the facts giving rise to the grievance or ten (10) days after the employee has constructive knowledge of the grievance but in no case longer than twenty-one (21) days from the occurrence or the facts giving rise to the grievance. If an employee is on leave when an alleged grievance arises, the Union may file a grievance on the employee's behalf. The supervisor will schedule a formal meeting with the employee, and his union steward if the employee desires, within ten (10) days of the notice to the employee at which time the issue in grievance will be discussed with the objective of resolving the matter. The supervisor shall give his/her written answer within ten (10) days of the meeting.

Step 2. Director If the grievant is not satisfied with the written decision at the conclusion of step 1, a written appeal of the decision may be filed with the Director within seven (7) days from the date of the rendering of the decision at step 1. Copies of the written decisions shall be submitted with the appeal. The Director, or his designee, shall convene a hearing within fourteen (14) days of receipt of appeal. The hearing will be held with the grievant's union representative, and any other party necessary to provide the required information for the rendering of a proper decision, if both parties are in agreement. The grievant's attendance at this meeting is at the discretion of the Union. The Director or his designee shall issue a written decision to the employee representative within twenty-one (21) days from the date of the hearing. If the grievant is not satisfied with the decision at step 2, he may proceed to arbitration pursuant to the arbitration procedure herein contained.

Section 13.5 Arbitration If the grievance is not satisfactorily resolved at step 2, it may be submitted to arbitration upon request of the Union in accordance with this Section of this Article. The Union, based upon the facts presented, has the right to decide whether to seek arbitration of the grievance. Within thirty (30) days from the date of the final answer in step 2, the Union shall notify the CSEA Director of its intent to seek arbitration over an unadjusted grievance. The representatives of the parties (the Union and the Employer) shall schedule a meeting to be held within fifteen (15) days after notification of a request to arbitrate. This meeting will start the selection procedures outlined below.

The Union may withdraw its request to arbitrate at any time prior to the actual hearing. Any cancellation fee due to the arbitrator shall be paid by the Union.

Any grievance not submitted within the thirty (30) day period described herein shall be deemed dropped.

After receipt of a request to arbitrate, a representative of the parties (the Union and the Allen County Child Support Enforcement Agency) shall attempt to agree on an arbitrator. The arbitrator is to be selected in the following manner: The American Arbitration Association shall be jointly requested to submit a panel list of seven (7) arbitrators from this geographical area. The parties shall then choose an arbitrator by alternately striking a name from the list until one (1) name remains as the arbitrator chosen by the parties. The parties will alternate who strikes first. This process shall not take more than thirty (30) days to complete. Each party may strike the entire list of arbitrators and request a new list once during the process of a grievance.

Section 13.6 Authority of Arbitrator, Arbitrability 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. The arbitrator shall not decide more than one grievance on the same hearing day(s), except by mutual written agreement of the parties. This arbitration provision is limited to those grievances arising as to the meaning or application of the specific and express written provisions of this Agreement.

Either party may initially submit the question of arbitrability challenging whether the grievance is arbitrable and therefore whether or not the arbitrator has authority to decide the grievance. The issue of arbitrability may be submitted prior to the arbitration or at the arbitration hearing and shall be the first issue the arbitrator decides.

Section 13.7 Rules for Arbitration The hearing or hearings shall be conducted pursuant to the "Rules of Voluntary Arbitration" of the American Arbitration Association.

Section 13.8 Fees/Costs of Arbitration The fees and expenses of the arbitrator and the cost of the hearing room, if any, will be borne by the losing party. The fees of a court reporter shall be paid by the party requesting such; such fees of a court reporter shall be split if requested by both parties or if a copy of the transcript is requested.

Section 13.9 Appearance of Witnesses at Arbitration An employee requested to appear at the arbitration hearing by either party and whose presence is necessary shall attend without the necessity of subpoena. Any request made by either party for the attendance of witnesses shall be made in good faith and at no time shall the number of employees in attendance exceed two (2) employees. It is agreed that the calling of witnesses shall not interfere with the operations of the Department.

Section 13.10 Arbitrator's Decision The arbitrator's decision and award will be in writing and delivered within thirty (30) days from the date the record is closed. The decision of the arbitrator shall be final and binding upon the parties.

Section 13.11 Indemnification of Employer 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 procedure contained in this Agreement.

Section 13.12 Prearbitration Meeting If either party requests in writing, a pre-arbitration meeting shall be conducted. Such meeting shall be to discuss the merits of the grievance, to exchange lists of anticipated witnesses (with a description of testimony expected), and to exchange copies of any documents which may

be used in the arbitration hearing. Requests for such meeting shall be in writing and served on the other party within sixty (60) calendar days after the appeal to arbitration but no later than thirty (30) days prior to the scheduled hearing date. A meeting shall be scheduled for a date no later than thirty (30) days after receipt of request for a pre-arbitration meeting, unless the parties agree otherwise. As a result of the prearbitration meeting either party may submit to the other party additional documents or, in writing, the names of additional witnesses. If either party should decide to provide additional documents or names of witnesses or to utilize rebuttal documents or witnesses it shall inform the other party no later than fourteen (14) days after the pre-arbitration meeting but in no event later than seven (7) days prior to the scheduled hearing. Should information become available that either party was not aware of and that was not presented at the pre-arbitration meeting, that party shall notify the other party immediately, in writing, of said information.

ARTICLE 14 DISCIPLINE

Section 14.1 Reasons for Discipline No employee who has successfully completed his/her initial probationary period shall be reduced in pay or classification, suspended without pay, or removed except for just cause.

Section 14.2 Professional Treatment Any time the Employer or any of his or her designees has reason to discipline an employee it shall be done in a manner that will not embarrass the employee before other employees or the public. At the time of disciplinary action, employees shall have the opportunity to have his/her Union delegate present. Disciplinary action shall not be unreasonably delayed if a Union delegate is unavailable. Employees must act professionally and conduct themselves accordingly. Disciplinary action shall consist of the following: verbal reprimand, written reprimand, suspension and/or dismissal. When the nature of the offense is such that immediate disciplinary action is required, the County is not prohibited by the terms of this provision from taking immediate disciplinary action.

Section 14.3 Predisciplinary Meeting Whenever the Employer or his designee determines that an employee may be disciplined for cause including only suspension without pay, reduction or termination, a pre-disciplinary meeting will be scheduled to give the Employer an opportunity to offer an explanation of the allegation[s] and the employee the opportunity to respond to the allegations.

Section 14.4 Designee Pre-disciplinary meetings will be conducted by the CSEA Director or his/her designee.

Section 14.5 Content of Predisciplinary Meeting Not less than forty-eight (48) hours prior to the scheduled starting time of the meeting, the Employer will provide to the employee a written outline of the charges and proposed disciplinary action. The employee may have a union steward or a union official present at the pre-disciplinary conference. The employee shall be responsible to notify the steward or union official. The employee must choose to: (1) appear at the meeting to present an oral or written statement in his/her defense; or (2) appear at the meeting and have a chosen representative present an oral or written statement in defense of the employee; or (3) elect in writing to waive the opportunity to have a pre-disciplinary meeting.

Section 14.6 Employee Response At the pre-disciplinary meeting, the CSEA Director or his/her designee and/or the Employer representative conducting the meeting will ask the employee or his/her representative to respond to the allegation(s) which were outlined to the employee as provided in Section 5 of this Article. Failure of the employee to respond truthfully may result in further disciplinary action, including termination.

Section 14.7 Report of Meeting A written report will be prepared by the CSEA Director or his/her designee who conducted the pre-disciplinary meeting. The report will address the allegations and what discipline, if any, is to be imposed. This report shall be provided in writing to the employee within seven (7) calendar days after the meeting, unless otherwise extended by mutual agreement in writing.

Section 14.8 Appeal An employee may appeal time-off suspensions, reductions in pay or classification and removals through the grievance procedure set forth in this Agreement, within five (5) days of notification of discipline, by submitting a written grievance directly to step 2.

Section 14.9 Suspensions Any suspension shall be for a specific number of days on which the employee would be scheduled to work. Holidays occurring during a period of suspension that an employee would not be scheduled to work shall be counted as work days for the purpose of suspension only.

ARTICLE 15 WAGES

Section 15.1 Wage Scales The wage scales for the employees of the bargaining unit are set forth in Appendix A to this Agreement.

Section 15.2 Longevity Pay

Years of Service	10	11	12	13	14	15	16	17	18	19	20
Longevity	.30/hr	.33/hr	.36/hr	.39/hr	.42/hr	.46/hr	.50/hr	.54/hr	.58/hr	.62/hr	.67/hr

Effective July 10, 2003, employees begin to receive longevity pay upon attaining ten (10) years of service. Longevity pay is not cumulative.

Employees who have attained five (5) years of service by March 25, 2003, shall continue to receive current longevity. These employees shall be placed on the above chart upon attaining ten (10) years of service. Employees with less than five (5) years of service on March 25, 2003, shall not receive longevity until they attain ten (10) years of service.

Section 15.3 New Employees and Step Advancement Employees shall receive, upon initial employment, the rate of pay in the Start rate of their classification. The employee shall advance to step A after six (6) months of employment. Employees shall advance a step each eighteen (18) months thereafter as indicated on Appendix A.

Section 15.4 Promotions Individuals promoted from one classification to the next (e.g. SWI to SWII or SWII to SWIII) shall be placed in the same step of the new classification. Step advancement shall then occur in eighteen (18) month intervals as provided in this Article.

Section 15.5 Demotions When an employee is demoted, (voluntarily or involuntarily) his or her wages shall be in the step of the range of the lower classification which results in the least amount of pay loss.

Section 15.6 Placement Upon Layoff When an employee displaces another employee because of layoff or job abolishment in accordance with Article 30 of this Agreement, the employee shall be placed in the same range as that of the displaced employee at a step which represents the least amount of wage loss and thereafter compensated in accordance with Section 1 of this Article.

Section 15.7 Employees From Outside The Agency Individuals who are newly employed by the Agency who have prior experience and/or training, may be placed, at the discretion of the Director, at an advanced step in the classification pay range. Employees transferring from another social services agency (e.g. CSEA or CDHS) may, at the discretion of the Director, be placed at a step above step 1 in the classification pay range.

Section 15.8 Wage Freeze There shall be a wage, step and longevity freeze in this agreement.

If non-bargaining unit employees receive any increase in compensation in this agreement, bargaining unit employees shall receive the same increase.

ARTICLE 16 WORKING OUT OF CLASSIFICATION

Section 16.1 Employees who are assigned duties for one week or more of a position with a higher pay grade shall receive a rate of pay of the assigned position which results in an increase over their current rate of pay. Employees assigned to perform duties of a position assigned a lower pay grade shall continue to receive their current rate of pay.

ARTICLE 17 OVERTIME/HOURS OF WORK

Section 17.1 Overtime All employees shall be paid at the rate of one and one-half (1 ½) times their regular hourly rate of pay for all hours in active work status, on holiday leave, jury duty, or approved union leave which exceeds forty (40) hours in one work week. That is, overtime will be paid for those hours actually worked in excess of forty (40) hours actually worked in a work week.

If an employee works in excess of the standard work week, in accordance with the Fair Labor Standards Act all additional hours shall be paid for at a rate which is one and one half (1 ½) times the employee's regular hourly rate of pay or shall be compensated as compensatory time off. The Employer shall establish a seven (7) consecutive calendar day period which shall be the work week for purposes of calculating overtime and processing payroll. If the Employer changes the work week, the Union shall be notified of the change.

If an employee wishes to receive time off in lieu of overtime pay, he or she shall indicate that choice to his or her supervisor before the end of the pay period in which the overtime work was performed.

Employees may request to receive compensatory time for overtime worked. Such requests must be approved by the Director. Compensatory time shall be earned at a rate of one and one half (1 ½) times the employee's normal hourly rate of pay. Employees may accumulate a maximum of forty (40) hours of compensatory time. Employees must use compensatory time within the calendar year that it is earned. Any compensatory time not used by an employee within the calendar year that it is earned shall be paid for such time in the first full pay period of January of the following year. An employee shall request time off for compensatory time by submitting a written request to his or her supervisor for time off in the same manner as requesting vacation time.

Section 17.2 Work Hours The normal work hours at the agency are between 7:00 a.m. - 5:00 p.m. The Employer retains the right to change work schedules. When such changes are to be made, the Employer shall be required to give seven (7) days notice to employees whose work schedule is to be changed unless the change is needed immediately to insure coverage in the unit.

Employees shall have an unpaid one-half (½) hour lunch period during the period of 11:00 a.m. to 2:00 p.m. as established by the Employer. Employees shall also have two (2) fifteen (15) minute breaks each day which shall be taken in conjunction with their lunch period. Employees must work a minimum of five (5) hours in order to receive the thirty (30) minute paid break. Employees working less than five (5) hours will subtract the hours worked from eight (8) total work day hours to determine the amount of time to be taken as sick, vacation, or leave without pay.

Section 17.3 Holiday Pay Any employee who works on a holiday shall be paid at the rate of 1 ½ times the hourly rate for these hours worked and also will receive holiday pay.

Section 17.4 Reporting To Work If an employee reports after his/her scheduled starting time or after lunch, he/she will be charged on the basis of tenths of an hour (e.g. 1-6 minutes tardy, docked .1 hours; 7-12 minutes late, dock .2 hours).

If an employee does not report to his or her supervisor (not the customer call center) no later than one (1) hour after employee's scheduled starting time, the employee shall be considered absent from work without proper approval and will not be paid for the lost time unless the employee can verify or offer substantiating proof that an emergency existed which prohibited notification to the agency in a timely manner.

Employees who report late for work or returning from lunch due to a documented emergency may be permitted to use emergency vacation leave to cover the tardiness up to a maximum of one hour vacation. Any time in excess of one hour in these situations will not be subject to discipline but will be leave without pay. No employee may use such leave to cover tardiness more than four times in a rolling twelve month period.

Employees who are tardy under circumstances not governed by the above paragraph shall be subject to disciplinary action in accordance with the Employer's policy attached as Appendix B.

Failure to timely report or timely report off shall result in disciplinary action unless a valid emergency existed.

ARTICLE 18 MEDICAL INSURANCE

Section 18.1 Medical Coverage Group medical insurance shall be available to all full-time employees and their families. The Employer will pay 75% (seventy-five percent) of the monthly premium, and 25% (twenty-five percent) shall be paid by the employee. Premiums shall be adjusted at those times established by the carrier/provider. During the term of this agreement, the employee's co-payment shall not be increased by more than ten percent (10%) per year. Effective January 1, 2012, all agency employees shall pay the full amount of the additional premium to insure an eligible child at age 26.

Employees who do not have sufficient compensation in any given pay period to cover their premium contribution shall be discontinued from coverage unless the employee makes a direct payment to the Employer for their share of the health insurance premium.

Employees on an approved unpaid leave of absence may continue their insurance coverage for up to three (3) months by making direct payments to the Employer for the entire insurance premiums. Such payments must be made by the 15th of the month prior to the month for which coverage is desired.

Any re-enrollment or reinstatement of an employee to the insurance plan shall be subject to the re-enrollment provisions of the insurance contract.

Section 18.2 Insurance Committee The Union may appoint one member of the bargaining unit to the insurance committee for the insurance plan that provides coverage for the members of the bargaining unit.

Section 18.3 Modifications To Insurance Coverage The Union agrees that the Employer may change the content of the insurance plan and/or the insurance carrier, which measures may be used to maintain or lessen premium costs, after discussions with the Union. The Union further agrees to meet and discuss alternatives to contain costs, including, but not limited to, alternate insurance coverage and/or alternate means of providing coverage. The County may periodically change the plan coverage, including deductibles, co-payments, etc., but will do so after discussions with the Union. Reasonable adjustment of deductibles, co-pays, etc., shall not be considered as a reduction of benefits.

Additionally, it is agreed and understood that during the term of this Agreement that specific private carriers/providers under the plan may unilaterally institute payments or conditions under which modifications will be required for subscription to that carrier/provider.

Section 18.4 Costs For Successor Agreements The Union understands and agrees that any increases in the premium rates for medical and related insurance premiums shall be a factor considered in the total economic proposals for successive negotiations.

Section 18.5 Life Insurance The Employer agrees to provide, at its expense, term life insurance in the amount of Thirty Thousand Dollars ($30,000) for each full-time employee.

ARTICLE 19 SICK LEAVE

Section 19.1 Uses Sick leave is a benefit which is defined as an absence necessitated by: (1) illness, injury, or pregnancy-related condition of the employee; (2) exposure by the employee to contagious disease communicable to other employees or clients; or (3) illness, pregnancy, or injury, in the employee's immediate family, where the employee's presence is reasonably necessary; or (4) examination, including medical, psychological, dental or optical examination of the employee or a member of the employee's immediate family by an appropriate practitioner where the employee's presence is reasonably necessary Any time a doctor or practitioner is consulted, the sick leave form must be signed by the doctor or practitioner or a verification must be submitted with a sick leave request form before such sick leave request form shall be paid.

Sick leave may not be used to cover tardiness. The approval and/or recommendation for sick leave does not prevent issuance of disciplinary action for abuse, pattern of abuse, misuse of sick leave and/or violation of sick leave policies.

Employees shall be subject to discipline for excessive use of sick time. Excessive use is indicated when an employee has had five (5) separate uses (occurrences) of sick leave in the previous twenty-six (26) pay periods beginning with the first use of sick leave (occurrence). When a bargaining unit member has reached five (5) separate uses (occurrences) a meeting may be scheduled to include the Supervisor and/or

Director, the affected member and a Union Representative to discuss the sick leave utilization. If occurrences continue, Management may proceed, according to agency policy, with progressive disciplinary action for violation of this occurrence standard.

Section 19.2 Accumulation Of Sick Leave All full-time employees shall earn sick leave of 4.6 hours for each completed eighty (80) hour bi-weekly pay period beginning in the first full pay period of 2006 (or prorated amount if less than eighty (80) hours in active pay status but to a maximum of 4.6 hours per pay period). Employees may accumulate such sick leave without limit. Only the sick leave accumulated as an employee of Allen County may be placed to the employee's sick leave accrual.

Section 19.3 Proof Of Illness Any employee who is absent for more than three (3) consecutive work days may be required to submit a physician's statement with requests for sick leave prior to the approval of sick leave usage.

The Employer may require an employee who has been absent from work 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 for by the Employer, to establish that he is not disabled from the performance of his normal duties, that he is able to perform the material and substantial duties of his position, and/or that his return to duty will not jeopardize the health and safety of other employees or clients.

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

Any abuse or patterned use of sick leave shall be just and sufficient cause for disciplinary action. Disciplinary action may be taken against an employee who falsifies any sick leave documentation. Where sick leave of three (3) days or more is requested to care for members of the immediate family, the employee may be required to submit a physician's certificate of statement to the effect that the employee's presence was necessary to care for the ill family member.

Section 19.4 Immediate Family 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, children, parents, grandparent, and parents-in-law. The employee must be responsible for the care of the family member for whom sick leave is requested.

Section 19.5 Compensation Sick leave will be charged on the basis of tenths of an hour. Sick leave used at the beginning of the work day shall be no less than two (2) hours unless used for previously scheduled doctor's appointment, then sick leave may be charged using tenths of an hour increments. Employees who call in sick at the beginning of the work day shall not report to work before the two (2) hour required sick leave use. Those employees reporting to work before the two (2) hours will not be paid. Employees shall not use sick leave to cover tardiness.

Section 19.6 Notification by Employee An employee who is unable to work shall notify his immediate supervisor (or another supervisor if the immediate supervisor is not available) not later than one (1) hour after employee's scheduled starting time, on the first day of absence and each day thereafter, unless unusual circumstances prevent such notification. Employees may have a relative call in for them, only if the employee is incapacitated and unable to report off for work. It is the employee's responsibility to contact the agency. Employees shall not use sick leave to cover tardiness. Employees who have scheduled medical

exams (personal or family) during a workday shall notify their supervisor of the exam at least 24 hours in advance of the appointment.

If an employee has a scheduled vacation or compensatory time requested and approved and he/she is hospitalized or has a serious illness or injury such as broken limbs, complications related to pregnancy, back injuries, or pneumonia, the employee shall be able to utilize sick leave. The employee shall notify the employer within 48 hours of the occurrence.

Section 19.7 Unpaid Leave of Absence If illness continues past the period covered by earned sick leave, the employee may be granted use of earned vacation time or may request an unpaid leave of absence. The employee shall make such request in writing in advance of the time requested and shall be made according to the provisions of Article 23, Leaves of Absence.

Section 19.8 Sick Leave Conversion at Year's End Beginning in 2006, prior to November 15th, full time employees who have a balance of one hundred eighty (180) sick leave hours and who have limited sick leave utilization in the prior year shall be awarded the option to convert to cash their sick leave balance which has accrued in the preceding twelve (12) month period, (which for 2006 would be November 16, 2004 through November 15, 2005, etc.) according to the following schedule:

1. Employees who use sixteen (16) hours or less of sick leave may convert up to forty (40) hours;

2. Employees who use twenty-four (24) hours or less of sick leave may convert up to thirty-two (32) hours;

3. Employees who use thirty-two (32) hours or less of sick leave may convert up to twenty-four (24) hours;

4. Employees who use less than forty (40) hours of sick leave may convert up to sixteen (16) hours of their sick leave balance which has accrued in the preceding twelve (12) month period.

The required sick leave balance shall be 200 hours in 2007, 220 hours in 2008 and 240 hours in 2009. Eligibility for the conversion option for part-time employees will be determined by their actual sick leave use converted to full-time equivalent amount. If this calculation results in a full-time equivalent amount within the parameters listed above, the employees shall be entitled to the appropriate conversion award prorated to his/her percentage of time worked. All sick leave usage for personal days and bereavement leave will not be used against an employee for purposes of sick leave conversion.

To be eligible for the sick leave conversion, the employee must have been employed by the Allen County Child Support Enforcement Agency for one (1) year as of the November 15th deadline for conversion.

In any calendar year in which the Agency has laid off bargaining unit employees due to economic hardship, the Employer shall have the discretion to revoke the sick leave conversion awards for that year. Prior to revoking the conversion, the Employer shall meet with the Union to discuss other options.

Section 19.9 Conversion of Sick Leave at Retirement Upon retirement under the Public Employees Retirement System, employee may convert one-fourth (1/4) of their accumulated sick leave accumulated while an employee of the Allen County Child Support Enforcement Agency to a maximum amount of nine hundred sixty (960) hours or a maximum conversion of two hundred forty (240) hours. The conversion shall be at the employee's rate of pay at the time of retirement. Additionally, to be eligible for sick leave conversion at retirement, the employee must have worked for the Employer at least ten (10) years immediately prior to retirement. Upon conversion of sick leave, all hours of accumulated sick leave will be deemed waived. No employee may have more than one conversion.

Section 19.10 Catastrophic Sick Leave Donation Full-time, non-probationary employees who have a non-work related catastrophic illness or injury may apply for sick leave donations from other bargaining unit employees after exhausting all paid leave. For purposes of this provision a catastrophic illness or injury shall include only those situations that would require unpaid leave of at least ten (10) consecutive days.

Applications for sick leave donations must be submitted to the Employer in writing. The application must include the nature of the catastrophic illness or injury, physician diagnosis and prognosis of the condition and projected date of return. Approval of such requests will be made at the sole discretion of the Employer.

Upon approval of a request for sick leave donation, the Employer shall notify the bargaining unit employees of the request. Within fourteen (14) calendar days of the notice, employees may voluntarily donate up to twenty-four (24) hours of sick leave. In order to be eligible to donate sick leave, employees must retain two hundred-forty (240) hours of sick leave after the donation is made. No employee shall be coerced into donating sick leave.

Employees may not use more than two hundred-forty (240) hours of donated sick leave during their tenure with the Employer. Employees who are using donated sick leave shall not earn vacation or sick leave while they are on such leave. Sick leave donations shall be used from the employee with the largest sick leave balance first. Any leave not used by the recipient shall be returned to the employee who donated the leave. Donations of sick leave will not be counted against an employee for purposes of the Sick Leave Conversion Award.

Section 19.11 Bereavement Leave Employees shall be granted bereavement leave up to three (3) days in the event of the death of an employee's nuclear family including the employee's spouse, child, parent, grandchild, brother, sister, current mother-in-law, father-in-law or grandparent. Such leave will be charged to sick leave. Employees may request additional days for funeral leave for members of the employee's nuclear family which will be charged against the employee's accumulated sick or vacation leave subject to administrative approval.

Employees shall be granted bereavement leave of one (1) day in the event of the death of an employee's extended family including the employee's great-grandparent, aunt, uncle, niece, nephew, current -, grandmother-, grandfather-, sister-, brother-, daughter-, or son-in law. Bereavement leave for the employee's extended family shall be charged against the employee's accumulated sick leave. Employees may request additional days for funeral leave for extended family members listed in this paragraph which leave will be charged against the employee's accumulated sick or vacation leave subject to administrative approval.

Bereavement leave may be taken for the day of and contiguous to the funeral.

ARTICLE 20 VACATION LEAVE

Section 20.1 Grant of Vacation Leave Vacation leave with pay shall accrue to full-time employees of the bargaining unit. All full-time employees shall earn annual vacation leave according to their seniority as defined in Article 28.

Section 20.2 Scheduling of Vacation Leave Scheduling of vacations shall be subject to the approval of the Director or his/her designee. When employees request vacation leave, it shall be taken in increments of hours with a minimum of eight (8) hours. Vacation leave must be requested in advance by the employee and is subject to approval at administrative discretion. Minimum lead time prior to a vacation request shall be the number of working days requested to be taken. Any vacation request less than one (1) day shall not require advance request and is subject to approval at administrative discretion.

Except for vacation leave requests for the Christmas Holiday period, approval or denial of vacation requests must be returned to the employee within 72 hours of receipt by the Supervisor. If the Supervisor is unable to return the request in that time period, they must notify the employee of the delay. Requests for vacation leave during the Christmas Holidays should be submitted to the Supervisor no later than October 1st of each year. On or before October 15th, the Supervisor will have reviewed and returned the vacation requests for the Christmas Holiday period.

Vacation time not taken during the year in which it was accrued may be accumulated for a period of up to two (2) years. 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 two (2) years. Such excess leave shall be eliminated from the employee's leave balance.

Section 20.3 Full-time employees shall earn vacation according to the following schedule below. The amounts of vacation leave shall be based on the bi-weekly rate as a formula to the maximum amounts of the bi-weekly rate each bi-weekly pay period. The maximum accrued amounts shall apply to the maximum amount an employee may maintain on their vacation leave balance. When an employee reaches the maximum amount they shall not accrue additional vacation leave until the balance is below the maximum amount allowed.

After Service of	Bi-Weekly Rate	Vacation Earned/Yr	Max/Accrued
1 year	3.1 hours	80 hours	160 hours
8 years	4.6 hours	120 hours	240 hours
15 years	6.2 hours	160 hours	320 hours
22 years	7.7 hours	200 hours	400 hours

ARTICLE 21 HOLIDAYS

Section 21.1 Holidays All full-time employees shall receive the following holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May

Independence Day	July 4th
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Eve (1/2 Day)	December 24th
Christmas Day	December 25th
New Years Eve (1/2 Day)	December 31st

Section 21.2 Weekend Holidays Any holiday which falls on a Saturday shall be celebrated on the preceding Friday and any holiday which falls on a Sunday shall be celebrated on the succeeding Monday. When Christmas and New Years fall on a Monday, the ½ day on Christmas Eve and New Years Eve shall be observed on the preceding Friday.

Section 21.3 Holidays During Paid Leave If a holiday occurs during a period of paid sick leave or vacation leave, the employee will draw holiday pay and will not be charged for sick leave or vacation.

Section 21.4 Part-Time Employees Regular part-time employees will receive holiday pay for those hours they are normally scheduled to work on a holiday.

Section 21.5 Change of Schedule If the Board of County Commissioners, by resolution, adopts additional Holidays for employees of the Board of County Commissioner's, employees of the ACCSEA will be permitted to observe the holiday.

ARTICLE 22 PERSONAL LEAVE

Section 22.1 Credit Of Personal Leave Beginning each January, full-time employees shall be credited with personal leave according to the following schedule:

A. Full-time employees shall receive two (2) personal leave days to be used during that calendar year to be charged against sick leave; and

Full-time employees who have a balance of one hundred eighty (180) hours of sick leave accumulated at the ACCSEA as of January 1st of each year shall be granted one (1) additional personal leave day but may only use this personal leave day if they have a balance of one hundred eighty (180) hours of sick leave at the time they request to use the personal leave day, i.e. the employee must have a balance of one hundred eighty (180) hours at the time they wish to use the personal leave day.

Personal leave may not be carried over from year to year and personal leave is not subject to conversion at year-end or at separation of employment.

Section 22.2 Probationary Period Employees Initial probationary employees are not eligible for personal leave days until their probationary period is completed. Personal leave shall be prorated for those employees who successfully complete their initial probationary period during a calendar year. The personal leave for these employees shall be prorated for the months remaining in the calendar year according to the following formula:

2 to 4 months – 4 hours personal leave
5 to 8 months - one (1) personal leave day
9 to 12 months - two (2) personal leave days

Only the months remaining in a calendar year after the successful completion of the employee's probationary period shall be calculated to determine eligibility for personal leave.

Section 22.3 Personal Leave Requests, Use, And Scheduling Personal leave requests must have prior approval of the employee's supervisor in the same manner as vacation leave requests, i.e. prior notice and approval. It is the responsibility of the employee to monitor their available personal leave and sick leave balances subject to verification and approval by the Department. Personal leave may be used in increments of two (2) hours.

Personal leave may be used for emergency or extraordinary circumstances (e.g. furnace not functioning). It is the responsibility of the employee to establish the nature of the emergency and the need to use personal leave.

ARTICLE 23 LEAVES OF ABSENCE

Section 23.1 Military Leave Military leave is provided for by law and any employee contemplating such a leave should contact the Personnel Officer for details.

Section 23.2 Court Leave Court leave is permitted without loss of pay when an employee is summoned for any jury duty or subpoenaed as a witness by any court or other adjudicatory body as listed in this Article, provided: All compensation for such duty is reimbursed to the Agency unless such duty is performed totally outside of normal working hours; An employee released from jury or witness duty prior to the end of his scheduled work day shall report to work for the remaining hours. Employees will honor any subpoena issued to them, including those from any court, Worker's Compensation, Unemployment Compensation, and State Employment Relations Board hearings. An employee who has returned to work after being off on worker compensation and who is a party to a worker's compensation claim may take up to two (2) hours with pay to attend his or her hearing in Lima.

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, such as traffic court, divorce proceedings, custody. These absences shall be considered leave without pay, vacation or compensatory time at the discretion of the employee.

Section 23.3 Union Leave A leave of absence without pay or loss of seniority will be granted where practicable to two (2) employees per year elected or selected by the Union to attend the annual union convention and to receive training in public sector bargaining and contract implementation. The leave time shall not exceed ten (10) days per year per employee and only one employee shall be on such leave at a time. No less than two (2) weeks notice shall be given for such leave. Approval of Union leave will be subject to consideration of operational issues.

Section 23.4 Discretionary Leave Without Pay Any employee who has completed six (6) months continuous service with the employer may apply for leave of absence without pay for personal reasons not to exceed three (3) months. Personal leave requests shall be in writing. Personal leaves of absence shall be at the sole discretion of the employer. However, in no case shall leave be granted to an employee for the purpose of accepting other employment.

Section 23.5 Maternity Leave Family Medical Leave Act shall apply.

Section 23.6 Medical Leave Family Medical Leave Act shall apply.

ARTICLE 24 PERFORMANCE EVALUATIONS

Section 24.1 Annual Evaluations Employees who have successfully completed an initial or subsequent probationary period shall be evaluated no less than annually. The immediate supervisor shall meet with the employee to discuss the evaluation before the evaluation is finalized. After meeting with the employee, the supervisor shall complete the evaluation. The evaluation shall then be submitted to succeeding levels of supervision for relevant comments. The employee shall receive a copy of the final evaluation form. One copy of the form shall be signed by the employee for inclusion in the personnel file. The employee's signature on this evaluation does not constitute the employee's approval as to the contents of same. It merely signifies that said employee has reviewed their evaluation. Evaluations shall include the work standards referenced in the performance evaluation. It is the supervisor's responsibility to track these measures and report areas of concern and excellence to the employee during the evaluation meeting.

Section 24.2 Employee Comments After meeting with the supervisor to discuss the evaluation, the employee has ten (10) days to submit, in writing, comments explaining the disagreement at the time the performance evaluation was presented to the employee. The employee shall sign and date an acknowledgment that the evaluation has been reviewed with the employee at the time of review, whether or not the employee agrees with the evaluation.

Section 24.3 Criteria, Training The Union acknowledges the Employer's right to establish performance criteria, train employees, individually or as a group, and individually review with them matters pertaining to performance of their jobs. If the Employer determines that an employee needs training to rectify a deficiency, the Employer shall make the training available to the employee. Employees may submit a written request for additional training which the Employer will consider and may, at its discretion, grant. The employee shall explain the need for additional training.

ARTICLE 25 PERSONNEL RECORDS

Section 25.1 Inspection of Personnel Files Each employee may inspect his/her personnel file maintained by the Employer at any reasonable time mutually agreeable to the Employer and the employee. The inspection shall be done in the presence of the CSEA Director or his/her designee. The employee may, upon request, be given a copy of any or all documents contained therein. The employee shall be provided access to the personnel file within ten (10) days of the written request. The date of inspection of the file shall be noted in the file and signed by the employee and the executive director or his/her designee. If an unfavorable statement or notation is in the file, the employee shall be given the right to place a statement of rebuttal or explanation in his/her file within ten (10) days of discovery of the statement or notation.

Section 25.2 Retention of Discipline Records Records of oral and written warnings shall, upon written request of the employee, be removed from the personnel file nine (9) months from the date of issuance, providing no intervening warnings or discipline of a similar nature have occurred. Any record of discipline of any kind shall, upon written request of the employee, be removed from the personnel file two (2) years from the date of issuance, providing no intervening discipline of any kind has occurred. If, as a result of a decision of an arbitrator,

1) the employee is deemed not to have engaged in misconduct for which he or she was disciplined, all references to the disciplinary action will be removed from the employee's file; or

2) the discipline is reduced, the employee's personnel file shall reflect the final disciplinary action.

ARTICLE 26 VACANCIES

Section 26.1 Posting Whenever the Employer determines that a vacancy exists within the bargaining unit which the Employer intends to fill, the Employer shall post a vacancy notice on the bulletin board for thirty (30) calendar days. The posting shall give the employee a seven (7) calendar day time period in which to submit their bid for said position. In the event an employee is on approved vacation leave during the entire bid period, employee will have two (2) business days in which to submit a bid for the position. The posting shall include the title classification, hours, location of the position, wage rate (or pay range assignment), a description of job duties, the qualifications required for the position and the closing date of posting. Any employee desiring the position must submit a written application to the Employer prior to the close of the posting period.

Copies of all postings shall be provided to appropriate Union representative one (1) business day before posting is issued.

Section 26.2 Selection In making the determination for selection for a position, the Employer shall interview all the Agency employees who meet the minimum qualifications for the position and who have submitted a bid. The Employer shall also consider each applicant's necessary skills, aptitude, education, experience, training, performance evaluations, personnel file, records of tardiness, absenteeism, discipline, and seniority as reflected on the posting. Probationary employees may only be considered for the position prior to hiring from outside the agency. Where two or more applicants are equally qualified based on the above criteria, the position will be offered to the applicant with the greatest seniority.

ARTICLE 27 PROBATIONARY PERIOD

Section 27.1 Length All new employees shall be required to serve a probationary period of one hundred eighty (180) days. Employees receiving promotions or transfers to another classification shall serve a probationary period of one hundred twenty (120) days. Probationary periods may be extended for a period of up to one hundred eighty (180) days if it is determined that an employee has not satisfactorily performed in the probationary period. There shall be no obligation on the Employer to extend the probationary period. An employee serving a promotional probationary period whose performance is judged unsatisfactory shall be returned to a position in his or her former classification.

Section 27.2 Extension The probationary period of any employee shall be extended by any leave of absence during the probationary period and by any sick leave (of a one day, eight hour duration or more) taken during the probationary period.

Section 27.3 Initial Probationary Period A probationary employee serving an initial probationary period shall have no seniority rights until completion of the probationary period, at which time the employee will be credited with seniority from the original date of hire.

An employee serving an initial probationary period may be terminated at any time and shall have no right to appeal the termination.

ARTICLE 28 SENIORITY

Section 28.1 Definition of Seniority Seniority, as defined in Section 2 of this Article, will accrue solely in accordance with the provisions of this Article. Seniority for purposes of this Agreement shall be the employee's period of continuous, uninterrupted service with the Allen County Child Support Enforcement Agency, except those employees who are employed as of September 19, 1991, who shall have their service credited as of that date and continue through the period of this Agreement. For purposes of longevity pay and vacation accrual only, an employee's length of service shall include time spent with other County agencies throughout the State of Ohio. It shall be the employee's responsibility to provide verification of such service. Seniority shall not accrue to a probationary employee until completion of the probationary period at which time the employee shall possess seniority from the first day of the probationary period.

Section 28.2 Continuous Service The following situations shall not constitute a break in continuous service:

A. Approved, unpaid leave of absence (leave without pay) of three months or less;
B. Paid, approved sick leave and vacation leave and other paid leaves as provided in this Agreement;
C. A layoff of less than one (1) year's duration;
D. A resignation where the bargaining unit employee is re-employed or reinstated within thirty [30] days after his or her resignation.

Section 28.3 Termination of Seniority An employee's seniority shall terminate:

A. If the employee resigns;
B. If the employee retires;
C. If an employee is discharged;
D. If an employee is laid off for a period of more than twelve (12) consecutive months;
E. If an employee exceeds an approved leave of absence, unless an extension is granted before the initial leave expires;
F. Failure to return to work within eight [8] calendar days after notice of recall from layoff is mailed, or seventeen [17] calendar days after notice of recall from layoff is mailed to an employee;
G. Failure to return to work at the expiration of a leave of absence; and/or
H. A resignation where the employee is re-employed or reinstated after thirty-one [31] days or more.

Section 28.4 Re-employment - Restoration of Seniority Employees who have lost seniority as set forth in Section 3 above and who, in the sole discretion of the Employer are rehired, shall have their accrued seniority restored when they work an additional two (2) years for the Employer after being rehired.

Seniority shall not be granted for the period the individual is not employed. The Employer shall have the discretion to decide whether to reinstate or re-employ an individual.

Section 28.5 Layoff/Recall of Seniority Seniority for those Employees being recalled from layoff shall be restored after one (1) year of continuous service.

Section 28.6 Seniority List The Employer will post on an agency bulletin board one (1) copy of a seniority list each quarter beginning in January, showing the seniority of each employee in the bargaining unit. It shall be the burden of the Union to prove any alleged inaccuracies of the seniority list.

The Union or any employee shall have ten (10) working days after the list is prepared and posted to protest his position on that list or his date for seniority.

Section 28.7 Part-Time Employees Regular part-time employees shall accrue seniority in the amount of one week for each forty (40) hours paid.

ARTICLE 29 RESIGNATIONS

Section 29.1 Written Resignations Resignations should be made in writing to the employee's supervisor, the personnel officer, or the CSEA Director. Whenever possible, at least two (2) weeks notice should be given. Resignation shall be binding upon acceptance by the Employer.

Section 29.2 Conversion Or Use Of Accrued Vacation Leave Any accrued, unused vacation time must be disposed of by one of the following methods:

1. The employee, will be paid for the accrued but unused vacation;

2. Accrued vacation time may be taken at mutually agreeable intervals prior to the last day of employment.

ARTICLE 30 LAYOFF AND RECALL

Section 30.1 Determination for Layoff The Employer shall determine whether a layoff or a job abolishment shall occur, the timing of layoffs or job abolishments, the number of employees to be laid off or whose jobs are to be abolished, and in which classifications layoffs or job abolishments will occur. When the Employer determines that a layoff or job abolishment shall occur, the Employer will notify the Union and affected employees no less than fifteen (15) calendar days in advance of the effective date of the layoff or job abolishment. Upon written request from the Union, the Employer agrees to discuss with representatives of the Union the impact of the layoff or job abolishment on bargaining unit employees.

Section 30.2 Notice of Reduction The Employer will notify the Union and all affected bargaining unit employees who are to be laid off at least fifteen (15) calendar days in advance of its intent to layoff from the work force. The Employer shall have the exclusive authority to determine the classification(s) and the reasons for layoff.

Section 30.3 Order of Layoff Whenever a reduction in the work force occurs, the following sequential order of reduction will be implemented:

A. All of the Employer's paid casual, seasonal, intermittent, student/work study, temporary, new hire probationary, and regular part-time employees shall, in that order, be terminated or laid off as the case may be.
B. Thereafter, any additional necessary reduction in the work force shall be made in the inverse order of seniority for the remaining full-time employees in the classification(s) selected for layoff.

Before a layoff in a classification series becomes effective, any employee who, on the effective date of the layoff, is serving a probationary period in a classification within the series because of promotion shall be returned to his/her previous classification.

Section 30.4 Bumping Rights An employee with seniority who is laid off from his classification by a reduction in the work force may exercise his seniority to bump the employee with the least seniority in the following order: 1) in the classification of the employee; then 2) in the next or successively lower classification in the classification series as established in Appendix A; and then, 3) in the classification the employee previously held, provided the employee is still qualified and capable of performing the duties of the previously held classification. Any displacement shall be to a similar-paid or a lower paid classification. The classification series for purpose of displacement is as follows:

Support Worker III
Support Worker II
Support Worker I

Displacement will continue until the employee[s] with the least seniority in the affected classification or classification series is laid off achieving the number of layoffs desired.

Displacement within the classification series shall be to the lower paid classification until the layoff of the employee with the least seniority occurs.

In the event two (2) employees in a classification have an equal amount of service, the one with the lowest social security number shall be laid off first.

Displacement by an employee in this series will occur provided the employee is qualified and capable of performing the duties of the classification.

Any employee displaced from his classification under procedures set forth in this Article may elect to be laid off rather than exercise his bumping rights. Such election shall be made at the time the layoff occurs and shall be final.

Employees shall give notice of intent to exercise their bumping rights within seven (7) calendar days after receipt of a layoff notice. Failure to exercise bumping rights within this period will cause forfeiture of any employee's bumping rights and result in layoff.

Supervisors who previously served in a classification within the bargaining unit may displace, in the event of a layoff, to a classification in the bargaining unit in which they previously served and then within the classification series. The supervisor's time in positions in the bargaining unit shall be their seniority for purposes of displacement.

Section 30.5 Recall Rights Employees displaced from their classification through a reduction in work force shall be recalled or returned to vacancies which 1) thereafter occur in their classification in the order of their seniority (most senior recalled first), or 2) thereafter occur in other similarly or lower-rated classifications within the classification series, for which the recalled employee remains qualified to perform the work, in order of their seniority (most senior recalled first).
Employees shall retain recall rights for a period of twelve (12) calendar months from their effective date of their layoff or displacement.

Section 30.6 Recall Notice Written notice of recall from layoff shall be sent to the employee's last known address by the Employer, by certified mail, return receipt requested. Failure of an employee to contact the Employer within seven (7) calendar days after receipt of recall notice or to return to work with the Employer within fourteen (14) calendar days after receipt of recall notice shall constitute a forfeiture of an employee's right to recall. Employees shall be responsible for keeping the Employer notified of their current address. Refusal or failure to respond will be deemed a waiver of right to return.

ARTICLE 31 MEDICAL EXAMINATIONS

Section 31.1 Examination The Employer may require an employee to take an examination, conducted by a licensed medical practitioner, to determine the employee's physical or mental capability to perform the material and substantial duties of the employee's classification. If found not able to perform the material and substantial duties, the employee may request available sick leave, vacation, or disability leave. If an employee is unable to return to duty within one (1) year from the date the leave(s) began (any combination of paid or unpaid leave) the employee will be deemed separated from service.

The cost of an examination required by the County shall be paid by the County. If the employee disagrees with the determination he may be examined by a medical practitioner of his choice at his expense. If the two (2) reports conflict, a third opinion shall be rendered by a neutral party chosen by the Employer and the employee, which decision shall be final and binding and not subject to the grievance procedure contained herein. Further, the cost of the third, neutral examination shall be borne by the Employer.

Section 31.2 Discipline Refusal of an employee to submit to an examination may be considered as insubordination which may be grounds for discipline.

Section 31.3 Disability Leave/Separation If an employee after any examination, including workers' compensation examinations, is found or determined to be unable to perform the material and substantial duties of his position, the employee may utilize accumulated unused sick leave or other leave benefits (including but not limited to workers' compensation, if eligible). If an employee is unable to return to duty within twelve (12) months from the date the leave(s) began (any combination of paid or unpaid leave) the employee will be deemed separated from service.

Section 31.4 Involuntary Leave and Separation If an employee refuses to go on a leave status or refuses to request paid or unpaid leave, the Employer may place the employee on unpaid disability separation. Such separation shall continue for a period of twelve (12) months unless the employee is certified as being able to return to work by a physician within the one (1) year period. If the employee is not able to return to work by the end of that twelve (12) month period, he or she shall be deemed permanently separated from employment with the Employer.

Section 31.5 Examination Prior to Return In addition to examination results presented by the employee, the Employer shall have the right to have the employee examined prior to his/her return to work. If a dispute exists regarding the employee's and the County's designated physicians then the dispute shall be resolved in the same manner presented in Section 31.1 above.

Section 31.6 Costs of Examinations Any cost for examinations required by the Employer shall be paid by the Employer. Employees shall have the right to submit examination reports to the Employer which would respond to the questions of an employee's ability to perform the material and substantial duties of his position.

ARTICLE 32 HEALTH AND SAFETY

Section 32.1 Health and Safety It is agreed that safety must be a prime concern and responsibility of both parties. The Employer agrees to maintain all buildings facilities, vehicles, and equipment owned and operated by the Employer in a safe and healthful manner. Employees shall be responsible for reporting to the Director or his representative any perceived unsafe or unhealthy buildings, facilities, vehicles, or equipment. Reports shall be made in writing when reasonably possible. Oral reports will be confirmed in writing when practical.

Issues of safety and health may be raised in labor management meetings.

ARTICLE 33 WORKERS' COMPENSATION

Section 33.1 An employee who is injured or who incurs an occupational disease in the course of and arising out of employment, who timely files an injury report with the Employer and who, as soon as possible thereafter, files an initial application for a worker's compensation claim, may request an advancement under this Article. An advancement is made to assist the employee/claimant in obtaining necessary maintenance and care following his/her work injury or occupational disease and pending action by the Bureau of Worker's Compensation upon the initial application. To receive an advancement the employee/claimant must have filed an initial application for a worker's compensation claim and must sign a Worker's Compensation Claim Advancement Agreement obligating the employee/claimant to endorse warrants issued in payment of worker's compensation to the Employer to the extent of the advancement under this Article. An employee meeting the criteria of this Article will have monies advanced to him/her in a pro-rata amount equal to the amount of the worker's compensation for which he/she is eligible less the Employer's and employee's

contribution to the Public Employees Retirement System, if required, and any applicable federal, state or local taxes and withholdings. Such advancement shall be made only to the extent the employee has available accrued sick leave. If a claim is finally denied by the Industrial Commission and/or the courts or if the Industrial Commission does not honor the advancement the employee shall remain liable to repay such monies to the Employer or the Employer will deduct, at the employee's option, an equivalent amount of sick leave credit.

ARTICLE 34 INCLEMENT WEATHER AND AGENCY CLOSING

Section 34.1 Emergencies If the Agency is closed by order of the Governor of Ohio or the County Commissioners for an entire regular working day, all employees who were scheduled to work on that day shall be paid their regular straight time rate for any hours they were scheduled to work. If the Agency is closed by order of the Governor of Ohio or the County Commissioners for part of a regular working day, those employees who reported for work on that day and are working at the time of the closing shall be paid their regular straight time rate for the remainder of their scheduled hours; when the partial closing occurs at the start of a regular working day, those employees who were scheduled to work and who actually report for work when the Agency reopens, shall be paid their regular straight time rate for the hours the agency was closed.

Employees failing to report when the office is open and those employees who leave before "Notification of Closing" is received may request vacation, personal leave, or compensatory time. Leave without pay will be used only if the above paid leave is not available.

Section 34.2 Pay During Weather Emergencies When conditions exist which cause highways, roads, and streets to be closed by the appropriate State, County, and/or City authorities, and no alternate route to the Agency is open, those bargaining unit employees who cannot report for work shall not suffer loss of pay only so long as the roads remain closed, not to exceed the hours for which they were scheduled to work.

Section 34.3 Emergency Leave It is understood that there are occasions (due to inclement weather conditions) where employees may not be able to report for work. If such a situation occurs, employees should notify their supervisors as soon as possible. Employees may request vacation, personal leave or compensatory time during these weather emergency absences. Leave without pay will be used only if the above paid leave is not available. Employees may also request vacation, compensatory time, or personal leave for the time absent when they report to work late due to weather conditions.

ARTICLE 35 CONTINUING EDUCATION

The Employer shall attempt to keep employees informed of educational programs available for employees through federal or state agencies or programs. It is understood that this provision shall not obligate the Employer to pay the tuition for such courses nor will this provision obligate the Employer to release employees to attend the courses.

The Employer supports educational opportunities that enable individuals to enhance their professional skills and knowledge. Employees required to attend specific seminars, conferences, or continuing education classes will have expenses related to such classes reimbursed.

ARTICLE 36 TRAVEL AND EXPENSE REIMBURSEMENT

Section 36.1 Standards For Reimbursement The Employer and Union agree and understand that the travel and expense policies established by the Allen County Commissioners apply to employees of the ACCSEA.

Section 36.2 Mileage Reimbursement The mileage reimbursement for employees who travel outside the County shall be at the rate established by the Allen County Commissioners but not less than 22 cents per mile.

Section 36.3 Expense Reimbursement Meal reimbursement, lodging and expense reimbursement shall be made according to the policy established by the County Commissioners for this Agency.

Section 36.4 Travel Time Employees shall not be authorized compensatory time nor overtime for hours spent in travel prior to or immediately after their starting and quitting time when attending conferences or meetings where such attendance is voluntary. For meetings which the employees are required to attend, they will be paid overtime or compensatory time for the hours in excess of the employee's normal workday (8.5) hours including travel time between the agency and the meeting location.

ARTICLE 37 APPLICATION OF CIVIL SERVICE LAWS

Section 37.1 Except as expressly otherwise provided in this Agreement or specifically excepted from the scope of collective bargaining by the provisions of Revised Code Chapter 4117, no section of the civil service laws contained in Revised Code Chapter 124 shall apply to employees in the bargaining unit. It is expressly understood and agreed that the Ohio Department of Administrative Services and the State Personnel Board of Review shall have no authority or jurisdiction as it relates to employees in the bargaining unit.

ARTICLE 38 SEVERABILITY

Section 38.1 Entire Agreement This Agreement supersedes and replaces all pertinent statutes, rules and regulations over which it has authority to supersede and replace. Where this Agreement is silent, the provision of applicable law shall prevail. If a court of competent jurisdiction finds any provision of this Agreement to be contrary to any statute, such provision shall be of no further force and effect, but the remainder of the Agreement shall remain in full force and effect.

Section 38.2 Meetings to Remedy Invalid Provisions The parties agree that should any provision of this Agreement be found invalid, the parties will schedule a meeting within thirty (30) days at a mutually agreeable time to negotiate alternative language.

ARTICLE 39 SCOPE OF THE AGREEMENT

It is acknowledged that during the negotiation which resulted in this Agreement, the Union and the Employer each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining. Therefore, for the life of this Agreement, the Employer expressly waives its right to require the Union to bargain collectively, and the Union expressly waives its right to require the Employer to bargain collectively with respect to all matters as to which Ohio Revised Code Chapter 4117 imposes an obligation to bargain whether or not:

A. such matters are specifically referred to in this Agreement

B. such matters were discussed between the Employer and the Union during negotiations which resulted in the Agreement, or

C. whether or not such matters were within the contemplation or knowledge of the Employer or the Union at the time this Agreement was negotiated and executed.

As used in the Article, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other part to negotiate and the right to obtain information from the other party. Changes in this Agreement, whether by addition, waiver, deletion, abandonment, or modification, must be reduced to writing and executed by both the Employer and the Union.

ARTICLE 40 DURATION AND EXECUTION

Section 42.1 Duration This Agreement represents the complete agreement on all matters subject to bargaining between the Employer and the Union except as otherwise noted herein and shall become effective upon execution by the Union and the Employer, and shall remain in full force and effect from October 28, 2014, until October 27, 2015. Written notice of intent to negotiate a successor agreement shall be given no earlier than one hundred and twenty (120) calendar days prior to the expiration date, no later than ninety (90) calendar days prior to the expiration date of this agreement. Such notice shall be by certified mail with return receipt.

Section 42.2 Execution This agreement executed this 24th day of March, 2015, at Lima, Ohio.

FOR THE UNION

Linda L. Hinton,
CWA District 4 Vice President

Erika White, CWA Representative

William Bain, CWA Representative

FOR ALLEN COUNTY CSEA

Greg Sneary, Allen County Commissioner

Cory Noonan, Allen County Commissioner

Jay Begg, Allen County Commissioner

Lisa Merkle, Director

APPROVED AS TO FORM:

Juergen Waldick
Allen County Prosecutor

John Leahy
Assistant Allen County Prosecutor

APPENDIX A

2012 Pay Scale - Effective 06/28/2012

	S	A	B	C	D	E	F
	Start Rate	6 Months	24 Months	42 Months	60 Months	78 Months	96 Months
S. W. I	11.04	11.48	11.93	12.41	12.91	13.43	13.97
S.W. II	12.10	12.58	13.08	13.60	14.14	14.70	15.29
S.W. III	12.94	13.46	14.00	14.57	15.15	15.75	16.38

***FOR LONGEVITY CHART SEE ARTICLE 15 - SECTION 15.2 ON PAGE 11**

APPENDIX B

Tardiness Policy

Subject to the terms of the collective bargaining agreement, employees who are tardy shall be disciplined in accordance with this policy.

An employee who is tardy on five (5) separate occasions during twenty-six (26) pay periods beginning with the first incident of tardiness shall meet with the Director and his/her supervisor and the union representative (when applicable) to discuss the employee's incidents of tardiness. If the tardiness continues beyond the five (5) separate incidents within the twenty-six (26) pay periods, the employee will be subject to the following discipline:

1. Sixth incident- Written warning;
2. Seventh incident- Three (3) day suspension;
3. Eighth incident- Ten (10) day suspension;
4. Ninth incident- Termination

For purposes of this policy tardiness shall include any tardiness at the beginning of the day and any tardiness upon returning from lunch. In addition, tardiness shall include missed punches unless the employee provides proper justification for the missed punch to a Management Employee on the date of the occurrence. The policy shall not include any tardiness for which an employee may use emergency vacation leave in accordance with the collective bargaining agreement, subject to those limitations.

Nothing in this policy shall be construed as limiting the Employer's right to impose more severe discipline if warranted by the circumstances.

County Commissioners' Office
Allen County, Ohio
March 24, 2015 Resolution #163-15

RE: BOARD OF COUNTY COMMISSIONERS APPROVES AGREEMENT BETWEEN THE ALLEN COUNTY CHILD SUPPORT ENFORCEMENT AGENCY AND THE COMMUNICATION WORKERS OF AMERICA LOCAL 4319 (AFL-CIO)

The Board of County Commissioners of Allen County met in regular session on the 24th day of March, 2015 with the following members present: Greg Sneary, Jay Begg, and Cory Noonan

Commissioner Sneary moved the adoption of the following: Not present

RESOLUTION

WHEREAS, the Communication Workers of America Local 4319 (AFL-CIO) is the sole and exclusive representative for the purpose of collective bargaining; and

WHEREAS, the Allen County Child Support Enforcement Agency and the Communication Workers of America Local 4319 (AFL-CIO) have reached an agreement following negotiations; now therefore

BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF ALLEN COUNTY, OHIO, hereby approves the Agreement between the Allen County Child Support Enforcement Agency and the Communication Workers of America Local 4319 (AFL-CIO), effective October 28, 2014 through October 27, 2015; and be it further

RESOLVED, that a copy of said agreement shall be incorporated herein and made a part of this resolution.

Commissioner Noonan seconded the resolution and upon the roll being called, the vote resulted as follows: Commissioner Sneary, yes; Commissioner Begg, Not present; and Commissioner Noonan, yes.

Adopted this 24rd
day of March, 2015

BOARD OF COUNTY COMMISSIONERS
ALLEN COUNTY, OHIO

Greg Sneary

Jay Begg

Cory Noonan

Kelli A. Singhaus
Clerk of Board