

STATE EMPLOYMENT  
RELATIONS BOARD

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**COLLECTIVE BARGAINING  
AGREEMENT BETWEEN**

**THE RICHLAND COUNTY CHILD  
SUPPORT ENFORCEMENT AGENCY**

**AND OHIO COUNCIL 8,  
AFSCME AFL-CIO  
LOCAL 2520**

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**PREAMBLE:**

This Agreement, entered into by the Richland County Commissioners and the Richland County Child Support Enforcement Agency, hereinafter referred to as the Employer, and Local 2520, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as Union, has as its purpose the following to comply with the requirements of Chapters 4117 of the Ohio Revised Code and to enable the employees covered by this Agreement to participate through Union representation in negotiating the wages, hours, terms, and other conditions of employment; and to establish a procedure for the resolution of differences between the parties.

**ARTICLE 1 - RECOGNITION**

**Section 1:**

Recognition, Bargaining Unit. The Union is hereby recognized as the sole and exclusive bargaining agent for all matters concerning wages, hours of work, terms and all other conditions of employment for all employees in the following bargaining unit:

INCLUDED: All non-professional employees of the Richland County Child Support Enforcement Agency.

EXCLUDED: All management-level, supervisory, confidential and professional employees as defined in the Act, including: Director, Assistant Director(s), Executive Secretary, Legal/Enforcement Supervisor, Customer Service Call Center/Data And Performance Management, Client Services Manager, Automation Manager, Collection/Building Operations/Purchasing Manager, Automation Specialist/Bookkeeper, Secretary, Chief Staff Attorney and Staff Attorney.

**Section 2:**

Newly Created Classifications. The Employer will notify the Union in writing of all newly created classifications prior to filling such classifications. Union will acknowledge receipt of such notices in writing. Upon the request of the Union, the parties will meet to discuss the inclusion or exclusion of any newly created classification(s) into the bargaining unit. If the parties agree, any amendments to the bargaining unit certification will be submitted by the parties to the State Employment Relations Board (SERB) as a joint petition. If no agreement can be reached, the Union may submit the matter to the SERB.

## ARTICLE 2 — CHECK OFF / DUES DEDUCTION

### Section 1.

- A. Dues Deduction: The Employer will make payroll deductions from the pay or wages of an employee effective the first full pay period after a check off card signed by the employee has been submitted. Amounts deducted will be remitted to the Controller, Ohio Council 8, American Federation of State, County and Municipal Employees, AFL-CIO. The Union will give the Employer written notice of the amounts to be deducted and the address to which the deducted amounts are to be sent.
- B. The payroll deductions shall be made by the Employer [weekly, monthly or other set period]. Monies deducted shall be remitted to the Union within fifteen (15) days of the date they are deducted.

### Section 2.

- A. All bargaining unit employees who are members of the Union on the effective date of this Agreement and all present and future employees who become members of the Union, by submitting a signed dues deduction authorization to the Employer, shall continue to remain members of the Union in accordance with the authorization/check off agreement.
- B. Any bargaining unit member who has submitted a dues deduction authorization may withdraw the same by written notice in accordance with the dues deduction card. (See Attached Card) ~~to the employer during the last thirty (30) days of the term of the agreement.~~

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### Section 3. Fair Share Fee

- A. All bargaining unit employees who are not members in good standing of the Union are required to pay a fair share fee to the Union as a condition of continued employment.
- B. All bargaining unit employees who do not become members in good standing of the Union are required to pay a fair share fee to the Union, as a condition of employment. This condition is effective sixty-one (61) days from the employee's date of hire, or the date this agreement is signed by the parties, whichever is later.

# DUES CHECK-OFF CARD



PUBLIC SECTOR AUTHORIZATION  
MEMBERSHIP AND CHECKOFF CARD  
**AUTHORIZATION/MEMBERSHIP**  
LOCAL \_\_\_\_\_, AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO



I request and hereby accept, upon execution of this authorization card, membership in the American Federation of State, County and Municipal Employees, AFL-CIO (herein called AFSCME) and the appropriate subordinate body(s) (the Union), and authorize the subordinate body(s) to represent me and in my behalf to negotiate and conclude all agreements as to rates of pay, wages, hours and all other terms and conditions of employment. It is agreed that such membership shall be in accordance with the provisions of the Constitution of AFSCME and its subordinate bodies. It is further agreed that my membership may only be revoked by me during the thirty (30) to forty-five (45) day period prior to the expiration of any labor agreement with my employer, by giving written notice to a subordinate body with proof of service. My membership shall not terminate until thirty (30) days after receipt of said notice by the Union. I understand that this membership agreement is separate from my checkoff agreement.



## CHECKOFF AGREEMENT



You are hereby authorized and directed to deduct from my wages, my membership fee, initiation fee if any, assessment or an equivalent amount or fee, which shall be remitted by you to a subordinate body of AFSCME, in accordance with the applicable collective bargaining agreement. This checkoff Authorization and Assignment may only be revoked by me by my giving, and the appropriate subordinate body and my employer receiving written notice of revocation during the thirty (30) to forty-five (45) day period prior to the expiration date of any collective bargaining agreement covering my employment. This Authorization and Assignment will continue after revocation and shall not terminate until thirty (30) days after receipt of said timely written notice by the employer and Union or termination of any current labor agreement, whichever is later. I understand that this checkoff commitment is separate from my membership agreement. This checkoff Authorization and Assignment supersedes all previous authorizations and assignments.

Dues, contributions or gifts to AFSCME are not deductible for federal income tax purposes. Dues paid to AFSCME, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Service.

I understand that at times the labor agreement with my employer may vary the above agreed to terms of membership and/or checkoff or be silent. I agree that the above membership and checkoff authorization shall control in any and all circumstances absent a specific contrary checkoff or membership provision in the labor agreement covering my employment.

Print Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Tel. No. \_\_\_\_\_

Email \_\_\_\_\_

Employer \_\_\_\_\_ Classification \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_  
(Revised 5/89)

- C. The fair share fee amount will be certified to the Employer by the Union. The deduction of the fair share fee from any earning of the employee is automatic and does not require a written authorization for payroll deduction.
- D. Payment to the Union of fair share fees deducted will be made according to the same provisions of the Agreement that govern the payment to the Union of the regular dues deductions.
- E. The payment will be accompanied by an alphabetical list of the names, social security number and current address of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted.

**Section 4. PEOPLE Check off**

- A. The Employer will deduct voluntary contributions to the American Federation of State, County and Municipal Employee International Union's Public Employees Organized to Promote Legislative Equality (PEOPLE) Committee from the pay of an employee upon receipt from the Union of an individual written authorization card voluntarily executed by the employee.
- B. The contribution amount will be certified to the Employer by the Union. Monies deducted shall be remitted to the Union within five (5) to fifteen (15) days of the date they are deducted. Payment shall be made to the Treasurer of PEOPLE and transmitted to AFSCME, AFL-CIO, P.O. Box 65334, Washington, D.C. 20035. The payment will be accompanied by an alphabetical list of the names of those employees for whom a deduction was made and the amount of the deduction. This list must be separate from the list of employees who had union dues deducted and the list of employees who had fair share fees deducted.
- C. An employee shall have the right to revoke such authorization by giving written notice to the Employer and the Union at any time.
- D. The Employer's obligation to make deductions shall terminate automatically upon receipt of revocation of authorization or upon termination of employment or transfer to a job classification outside the bargaining unit.
- E. All PEOPLE contributions shall be made as a deduction separate from the dues and fair share fee deductions.

**ARTICLE 3 - NO DISCRIMINATION/D/SCRIMINATORY HARASSMENT POLICY**

**NO DISCRIMINATION**

**Section 1.**

The Employer's policy is that all employees will enjoy equal employment opportunity; therefore, no employee in the bargaining unit shall be appointed, reduced, removed or in any way favored or discriminated against, to the extent prohibited by law, because of race, national origin, religion, sex, age, handicap disability or political affiliation. Neither party shall discriminate against any employee on the basis of Union affiliation or lack thereof. Reference to either gender in this Agreement shall be understood to include male and female employees.

***DISCRIMINATORY HARASSMENT***

**Section 2.**

Issues of Discriminatory Harassment shall be addressed according to the Richland County Discriminatory Harassment Policy.

## **ARTICLE 4 - MANAGEMENT RIGHTS**

### **Section 1.**

On behalf of itself as the representative of the citizens and taxpayers of Richland County and the children we serve, the Agency reserves unto itself the following rights which are not modified by the agreement.

- A. Determine matters of inherent management policy including, but not limited to goals, functions and programs, standards of service, and overall purpose;
- B. Establish and amend reasonable work rules and policies not inconsistent with a specific provision of the agreement;
- C. Direct, supervise, assign, transfer, and schedule employees;
- D. Hire, promote, demote, evaluate and determine standards of performance of employees;
- E. Reprimand, suspend, terminate or otherwise discipline employees for just cause and in accordance with the agreement and the Richland County Disciplinary Handbook;
- F. Determine the strength of the workforce and reduce the workforce for lack of work or funds;
- G. Maintain the efficiency of operations in the Child Support Enforcement Agency and the personnel by which such operations shall be carried out;
- H. Determine the location, procedures, physical facilities equipment, and technology to be used to carry out the mission of the agency;
- I. Manage and direct the workforce to optimize the efficiency of its public service;
- J. Exercise any other power or prerogative given it under Federal law or regulations, the Revised or Administrative Code of the State of Ohio.

## ARTICLE 5 - DEFINITIONS

### Section 1.

Unless otherwise specified, the term "days" for the purpose of this Agreement shall mean normally scheduled working days for the Agency.

Unless otherwise specified, the first day of a time limit shall be the day following the occurrence which causes the time to begin.

### Section 2.

A "full-time employee" shall mean any employee who regularly works thirty-five (35) or more hours in each calendar week.

## **ARTICLE 6 - UNION REPRESENTATION**

### Section 1.

Employees selected by the Union to act as Union representatives for the purpose of investigating and processing grievances and the administration of this Agreement shall be known as stewards. Each steward shall be permitted an alternate steward who shall be recognized and be permitted to act as steward only when the regular steward is absent from work.

- A. The number of stewards shall be as follows:  
Enforcement - 1 Steward  
Legal and Fiscal - 1 Steward

### Section 2.

- A. The steward shall be permitted to participate in each grievance hearing during working hours with no loss of pay upon notification to the immediate supervisor. Before leaving the work area, the steward shall notify the supervisor and shall notify the supervisor upon return, before entering a work area other than his/her own, the steward shall notify the supervisor that he/she will be in the area and the purpose of his/her business. Grievance administration between the steward and employee shall occur during non-working hours.
- B. The Union's Staff Representative, upon prior notification to the Employers, may consult with the employees covered by this Agreement before the start of or at the completion of the day's work. He/she shall be permitted into work areas for this purpose.
- C. The Union shall notify Employers in writing of the names of the Union officers, stewards, and alternate stewards within five (5) working days after appointment or the employee will not be recognized as a steward or officer. Stewards shall not lose pay while attending grievance or discipline hearings.
- D. Union officials shall be allowed up to eight (8) hours a quarter of work time to conduct Union business at times approved by their immediate supervisor. This time may be divided between two (2) officials.

## **ARTICLE 7 - BULLETIN BOARDS**

### **Section 1.**

A Bulletin Board and space shall be supplied by the Employer in the Employee Break Room for the sole use of the local union. Said Bulletin Board shall be used only for communications concerning union business and shall not contain inappropriate comments concerning management.

## **ARTICLE 8 - LABOR MANAGEMENT MEETINGS**

### **Section 1.**

Labor Management meetings will be convened upon written request of either party once per quarter. Unless the parties agree otherwise, there shall be, in addition to the Staff Representative, one employee representative from the fiscal department, one employee representative from the legal department, and one employee representative from the enforcement department designated by the Union to attend such meetings. There shall be four (4) representatives for Labor and four (4) representatives from Management.

### **Section 2.**

Each party will furnish the other with a written agenda at least twenty-four (24) hours in advance. The purpose of such meetings shall be to:

- A. Discuss administration of this Agreement.
- B. Notify the Union of any changes made by the Employer which affect bargaining unit members.
- C. Disseminate general information of interest to the parties.
- D. Discuss other matters mutually agreed to by the parties.

### **Section 3.**

Labor/Management meetings are not intended to be negotiation sessions to alter or amend the basic agreement.

### **Section 4.**

Both parties have a shared commitment to respond, within ten (10) working days, to issues raised by the other party per their request made prior to the end of each Labor/Management meeting.

## **ARTICLE 9 - CORRECTIVE ACTION**

### **Section 1.**

No employee shall, for disciplinary reasons, be reduced in pay, suspended, reprimanded, or discharged without just cause. An employee may grieve reprimands but may not appeal them to the arbitration step. Formal disciplinary procedures must begin within twenty-one (21) working days of the Employer acquiring knowledge of the grounds or reasons for such disciplinary charges. If the disciplinary procedure is not initiated within twenty-one (21) working days, the Employer shall not take any action against the employee.

### **Section 2.**

Except in instances where the employee is found guilty of gross misconduct, discipline shall be applied in a corrective, progressive, and uniform manner in accordance with the Employer's policy.

### **Section 3.**

Progressive discipline shall take into account the nature of the violation, the employee's record of discipline, and the employee's record of performance and conduct.

### **Section 4.**

The Employer agrees that all disciplinary procedures shall be carried out in private by non-bargaining unit personnel and in a business-like manner. All discipline shall be issued to employees and the Union in writing and shall include:

1. Date of alleged occurrence.
2. Nature of violation citing, where applicable, specific work rules or policy.
3. Signature of issuing individual and date of discipline.

Any employee in disagreement with the action taken by the Employer may file a grievance in accordance with the grievance procedure contained in this Agreement.

### **Section 5.**

Whenever the Employer or his designee determines that an employee has engaged in conduct which may result in a suspension without pay, a reduction in pay, or termination of employment, a pre-disciplinary conference will be scheduled to afford the employee an opportunity to offer an explanation of the alleged conduct.

**Section 6.**

Should the Employer decide it is necessary, he may suspend the employee(s) involved, with pay, until the time of the conference.

**Section 7.**

Pre-disciplinary conferences will be conducted by the Director, the Assistant Director, or their designee, but no individual shall serve in more than one capacity.

**Section 8.**

Not less than forty-eight (48) hours prior to the scheduled starting time of the conference, the Employer shall provide a Notice of Pre-Disciplinary Conference to the employee outlining the charges which may be the basis for the disciplinary action.

**Section 9.**

At the pre-disciplinary conference, the employee will be given the opportunity to respond to the charges.

**Section 10.**

At the conference, the employee may present testimony, witnesses, or documents relevant to the matter at hand. The employee may be represented by a Union representative or the Staff Representative. If the employee declines Union representation, a representative of the Union will be permitted to be present. It is the employee's responsibility to notify any witnesses that their attendance is desired.

**Section 11.**

Within fifteen (15) working days of the pre-disciplinary conference, the Director, the Assistant Director, or designee will advise the employee in writing either of the discipline to be imposed or that no discipline will be imposed. A copy of the decision will be provided to the Supervisor, the Union, and the employee. The Supervisor may recommend to the Director what type of disciplinary action is appropriate based on the violation and prior disciplinary actions still in effect.

**Section 12.**

Verbal warnings and written reprimands will be of no further force and effect after one (1) year, in the absence of intervening discipline, and suspensions will be of no further force and effect after two (2) years, in the absence of intervening discipline.

**ARTICLE - 10 - PERSONNEL FILES**

**Section 1.**

The Employer agrees to provide one (1) copy of each entry in Employee's personnel file at no cost to the Employee upon Employee's request.

**Section 2.**

Copies of reprimands, warnings, suspensions, or terminations shall be given to Employees with a copy given to the Union President.

**Section 3.**

The Employer agrees to isolate all medical records from the employee's personnel file and place them in a separate file which shall only be available for inspection by the employee or their designated representative who presents written notarized proof of authority to inspect these records.

**Section 4.**

Employees shall have the right to inspect personnel files and such inspection will be scheduled within forty-eight (48) hours of the request. Union representative may accompany employee during inspection.

## ARTICLE 11 - GRIEVANCE PROCEDURES

### Section 1. Grievance Defined

- A. A grievance is a complaint that the Employer has violated a specific Article of this Agreement.
- B. There shall be an earnest and honest effort to settle disputes and controversies promptly. The procedures of this Article shall serve as a means of settlement of all grievances. In the event that an employee believes any suspension or discharge is without just cause, such may be made the subject of the grievance procedure.

### Section 2. Time Limits

- A. The limits in days under each Section shall be counted as calendar work days for the agency days unless otherwise specified. The number of days indicated at each level shall be considered a maximum. The time limits, however, may be extended or the steps herein waived by the written mutual agreement of the parties.
- B. If any grievance is not initiated by Step One within seven (7) days after the employee knew of the event or condition upon which it is based on with reasonable diligence should have known of such event or condition or is not appealed to the next appropriate step within seven (7) days of the Employer's decision at the previous step, the grievance shall be considered nonexistent, shall no longer be deemed a grievance, and may not be processed as such.
- C. If the Employer fails to respond within the established time limits at any step of the grievance procedure, the grievance may proceed to the next step.

### Section 3. Procedure

- A. Step One - Immediate Supervisor
  - 1. Any employee with an alleged grievance may file the grievance in writing with his/or her immediate supervisor. Such written filing must take place no later than the time limit set forth in Section 2 of this Article and shall state the specific section of this Agreement at issue.
  - 2. The immediate supervisor within seven (7) days of receipt of the grievance may conduct a meeting concerning the grievance. The meeting shall include

the grievant and one steward.

Within seven (7) days after this meeting or fourteen (14) days after receipt of the grievance if no meeting is held, the supervisor will issue a written decision containing the reasons therefore, as to the disposition of the grievance. A copy will be furnished to the grievant and the Union.

3. If the Union does not refer the grievance to Step Two of this procedure within seven (7) days after the written decision rendered in this step, it shall be considered to be satisfactorily resolved on the basis of the decision of the supervisor.

B Step Two - Director or Designee

1. The Union or the grievant may appeal a grievance disposition at Step One of the grievance procedure. This appeal must be requested in writing to the Director or Designee within seven (7) days after the written answer was given under Step One of the grievance procedure set forth above. Otherwise, the matter shall not be made a subject of appeal. The Director or Designee shall ~~hold a meeting~~ schedule a meeting within fourteen (14) days at which time he/she shall allow the grievant and one representative to be heard. The Director or Designee shall issue a written decision on the matter within seven (7) days after the hearing.
2. If the Union does not refer the grievance to Step Three of this procedure within thirty (30) days after the decision rendered on the basis of the decision of the Director or their Designee, the grievance shall be considered resolved based upon the Employer's last answer.

C. Step Three — Arbitration

1. The Union may appeal a disposition at Step Two of the grievance procedure to this Step Three by providing the Director or the Assistant Director of the department in which the employee works with a written and signed notice of intent to arbitrate within thirty (30) days of the decision at Step Two. Within seven (7) days after presentation of notice of intent to arbitrate, the Union will request a list of seven (7) names of arbitrators from the Federal Mediation and Conciliation Service (FMCS), arbitrators with residency or office addresses in Ohio only. Within seven (7) calendar days

after the day of receipt of the list of arbitrators from FMCS, the Employer and the Union will alternately strike names from the list until the name of one (1) arbitrator remains.

The party requesting arbitration shall strike first. The Employer and the Union will notify FMCS of the arbitrator whose name is not struck and who will serve as arbitrator for the grievance. Either party shall have the right to reject one list submitted by the FMCS. Within sixty (60) days after the arbitrator has been selected, the Union shall initiate the scheduling of the hearing by contacting the arbitrator and the Employer concerning available dates. Failure to comply with any of the time limits contained in this section shall be deemed to resolve the grievance in accordance with the decision at Step Two. The Union and the Employer shall be afforded a reasonable opportunity to present evidence and be heard in support of their respective positions. The expense for the cost of the services of the arbitrator shall be borne by the losing party. Either party may request that a written transcript of testimony be taken, which shall be paid by the requesting party. Any question as to arbitrability including compliance with the time limits of this Agreement shall be resolved by the arbitrator prior to the hearing on the merits.

2. By mutual agreement of the parties, Step One and/or Step Two may be waived. The arbitrator shall make a decision within thirty (30) calendar days after submission of the case to him/her after such hearing and shall be final and binding upon the Employer and the Union and upon the Employee or Employees involved. It is agreed that the authority of the arbitrator shall be as follows:
  - A. The arbitrator shall have the authority to interpret this Agreement and apply it to the particular case under consideration, but shall be limited to the interpretation and application of this Agreement.
  - B. The arbitrator shall have no authority to add to, strike from, or modify any of the terms of this Agreement, or to pass upon any issue excluded from arbitration by the terms hereof.

- C. The arbitrator shall have the authority to decide only the issue or issues which the parties have agreed to submit to the arbitrator as above provided.
- D. All decisions of arbitrators consistent with their jurisdiction, power and authority as set forth herein, and all pre-arbitration grievance or disciplinary settlements reached by the Employer and the Union shall be final, conclusive and binding upon the Employer, the Union and the employees.

**Section 4. Representation**

- A. During the term of this Agreement, no Employee covered hereunder may be represented by any organization other than the Union on any grievance initiated pursuant to the provisions of this Agreement.
- B. The Union itself shall have the right to initiate a grievance if the subject matter involved concerns an alleged violation of this Agreement with respect to a matter affecting two (2) or more employees covered hereunder.

**Section 5. Copies**

- A. Copies of all written answers to grievances shall be sent to the grievant involved, the local Union President and the Union Staff Representative.
- B. Nothing in this Agreement shall require the Union to pursue any grievance grievance at any level or prohibit the Union from exercising discretion in determining whether or not to pursue an alleged grievance.

## ARTICLE 12 - WORK HOURS

### Section 1.

The workday of all employees shall be Monday through Friday from 7:30 a.m. to 4:00 p.m. with a one-half hour unpaid lunch period between 11:30 a.m. and 1:00 p.m. except backup personnel for the switchboard/reception area. Other exceptions are at the discretion of the appropriate supervisor with the approval of the Assistant Director(s) or Director. There shall be a six (6) minute grace period for employees using the time clock to clock in or out. Employees shall utilize this provision no more than four (4) times in a calendar year.

### Section 2.

Employees who are tardy shall be docked for work time missed.

### Section 3.

All employees recognize that adjustments may need to be made to an employee's time card in the time clock system. The adjustment may be made to reflect paid time or unpaid time not actually worked so that the time record of each employee actually reflects the hours the employee actually worked.

### Section 4.

Employees who are tardy within the limits of this section shall be docked one-tenth (1/10) of an hour's pay. Any tardy beyond four (4) per calendar year shall be subject to Section 7.2 of the Richland County Employees Disciplinary Handbook.

## **ARTICLE 13 - VACANCY AND PROMOTIONS**

### **Section 1.**

Whenever Management determines that a vacancy exists, a notice of such vacancy shall be posted on the Employee's bulletin board for eight (8) days. During the posting period, anyone wanting to apply for the vacant position shall do so by submitting a written application to the Director.

### **Section 2.**

Posting shall contain the classification title, rate of pay, minimum educational and experience qualifications, and a brief summary of job duties and such notices must be given to the Union President.

### **Section 3.**

All timely applications shall be reviewed considering the following criteria: qualifications, experience, education, work record, previous job performance, disciplinary record, and seniority.

### **Section 4.**

Once the selection has been made by the Employer, the Employer will notify all applicants and the Union of the selection.

### **Section 5.**

Within forty-five (45) days after the completion of the posting period, the Employer shall select an employee applicant or within seventy-five (75) days the Employer shall select a non-employee applicant unless the Employer has determined that the position will not be filled. If the Employer decides not to fill the position, the Employer shall notify the Union President within ten (10) days following the seventy-five (75) day period.

## **ARTICLE 14 - TRANSFERS AND UPGRADES**

### **Section 1. Temporary Transfers**

In connection with the efficient operation of the Agency, the Employer has the right to temporarily transfer an employee to fill in for vacations, to fill for sick leave, or for emergencies. Such transfers shall not exceed sixty (60) working days except for sickness or leave of absence or unless mutually agreed to between the Union and the Director. Selection of the employee to be transferred will be made among the employees who possess the capabilities and abilities to perform the duties of the classification temporarily vacant.

### **Section 2. Temporary Upgrades**

- A. When the Employer requires a bargaining unit member to perform duties of a supervisor, the Employer shall select the employee that possesses the capabilities and abilities to perform the job duties. Such a temporary upgrade shall not exceed sixty (60) working days except for sickness or leave of absence or unless mutually agreed to between the Union and the Director
- B. The Upgraded employee shall receive an additional four percent (4%) of their hourly pay rate for all hours worked.

## ARTICLE 15 - SENIORITY AND PROBATIONARY PERIODS

### Section 1. Seniority Defined

Unless defined otherwise in this Agreement, seniority shall be the employee's length of continuous service with the Richland County Child Support Enforcement AgencyAppointing Authority.

### Section 2. Application

Seniority shall be applied for use where listed in the collective bargaining agreement. For purposes of calculating accruals, seniority shall be deemed to include previous service with the State of Ohio or any political subdivision thereof in accordance with the Ohio Revised Code.

### Section 3.

- A. An employee's seniority shall terminate in the following events:
1. if the employee quits;
  2. if the employee is discharged for just cause accepted or upheld by proper authority;
  3. if the employee does not return at the expiration of a leave of absence or if the employee takes other employment during a leave of absence, unless consented to by the Employer;
  4. if the employee does not request reinstatement within ninety (90) days after termination of military service;
  5. if while on layoff status an employee fails to report to the Employer or his/her designee within seven (7) days after being notified by Certified Mail, return receipt requested to the employee's last address of record;
  6. if the employee is absent from employment by reason of layoff for more than twenty-four (24) consecutive months.

**Section 4. Probationary Periods**

- A. Every newly hired employee shall be required to successfully complete a probationary period. The probationary period shall begin on the first day for which the employee receives compensation from the Agency and shall continue for a period of one hundred eighty (180) calendar days for the following positions:

- Legal Specialists
- Case Management Specialists
- Hearing Officers

and one hundred twenty (120) calendar days for all other positions.

- B. Absences from work of five (5) or more consecutive workdays or ten (10) or more total workdays shall not be computed in determining the completion of the probationary period. During the probationary period, an employee may be removed without recourse by written notice from the Director.
- C. A newly promoted employee shall be required to successfully complete a probationary period of one hundred twenty (120) calendar days. Absences from work of five (5) or more consecutive workdays or ten (10) or more total workdays except for scheduled vacations shall not be computed in determining the completion of the probationary period. The employee may be returned by the Director to his/her former position at any time during the probationary period.

**Section 5. Extension of Probationary Periods**

Upon recommendation of the employee's supervisor, all probationary periods may be extended by the Director for a period not to exceed thirty (30) calendar days if deemed necessary to allow the employee time to have the opportunity to successfully complete the probationary period.

## ARTICLE 16 - WORK RULES

### Section 1.

It is agreed and understood that the Employers or his designee(s) have the right to promulgate, implement, revise and enforce reasonable rules, policies, procedures and directives to regulate the conduct of employees as it affects the employee's employment with the Employers and to insure that effectiveness of the service and programs of the Employers. The Union may grieve such work rules that are in conflict with the express provisions of this Agreement.

### Section 2.

Copies of all established written rules, or amendments to existing rules, will be given to the Union President or designee representatives of the Union at least five (5) working days prior to their effective date. The Employer agrees to consider, on a case by case basis, a Union request to extend the implementation date of the new work rules.

### Section 3.

It is the Employer's intention that work rules should be interpreted and applied uniformly to all employees under similar circumstances.

### Section 4.

It is agreed that, where the Employer has determined that work rules are necessary, and that any of same affecting employees of the bargaining unit will become reduced to writing and made available to all affected employees.

### Section 5.

This Article shall not be interpreted in any manner to relieve an employee of his responsibilities to follow directions or orders from his supervisor or establish rules and procedures of good conduct, whether or not such rules and procedures have been reduced to writing.

## **ARTICLE 17 - LAY OFF AND RECALL**

### **Section 1.**

Reasons for reduction in force shall include: a current or projected deficiency of funding to maintain current or to sustain projected levels of staffing or operation; a current or projected temporary decrease in the workload; and the abolishment of positions for efficiency of operation, reasons of economy, or for lack of work.

### **Section 2.**

In the event that a reduction in force within a classification occurs, the following steps shall be taken:

- A. All emergency, temporary, intermittent, probationary and part-time employees shall be laid off first.
- B. The remaining employees in the classification shall be laid off based upon seniority, performance, evaluations, discipline record and attendance.
- C. An employee affected by a layoff may displace (bump) a less senior employee in a classification previously held by the affected employee. An employee who elects to bump shall have five (5) work days after receipt of a layoff notice to request displacement rights. The Employer will respond to the request within five (5) work days.
- D. Each employee to be affected by a layoff shall be given written notice no less than ten (10) work days prior to the action, stating the effective date of the action and reason for layoff.
- E. Volunteers, welfare-workfare persons, job corps members and similarly situated individuals shall not be utilized to perform the work of laid-off employees.

- F. For each classification in which a reduction occurs, the Employer shall prepare a reinstatement list by classification, and names of all employees shall be placed on the list in reverse order of their layoff selection. If a vacancy in a classification occurs, the Employer will send a certified announcement to the last known address of employees eligible to be recalled to that classification. The employee highest on the reinstatement list who responds will be given the vacant posting. All recalled employees are required to give written response of his/her intent to report to work within five (5) work days and report to work within ten (10) work days unless other written arrangements have been made between the employee and the Employer. An employee who properly gives written response of his/her intent to report for work but is not at that instance recalled shall maintain recall rights for twenty-four (24) months from the initial date of that layoff
  
- G. A person on the recall list will, upon acceptance of the notification to resume active employment status, return to active employment status with the same seniority, accumulation of sick leave, and salary schedule placement as he/she enjoyed at the time of reduction.
  
- H. Employees on layoff shall be notified of openings in classifications other than the classification from which the employee was laid off, and shall have the right to submit a bid.
  
- I. No vacancy in a job classification may be filled by a new hire until all recall rights to that classification have been exhausted.

## **ARTICLE 18 - HEALTH AND SAFETY**

### **Section 1. General Duty**

Occupational health and safety is the mutual concern of the Employer, the Union, and employees. The Union will cooperate with the Employer in encouraging employees to observe applicable safety rules and regulations. The Employer and employees shall comply with applicable Federal, State and local safety laws, rules and regulations. Nothing in this Agreement shall imply the Union has assumed legal responsibility for the health and safety of employees.

### **Section 2. Communicable Diseases**

Upon written request an employee shall be provided with information on a specific communicable disease to which he/she may have been exposed. Information provided to employees shall include the symptoms of the diseases, modes of transmission, methods of self-protection, proper workplace procedures, special precautions and recommendations for communication where appropriate. It is understood that the Employer cannot and shall not disclose to any employee the name of any person who has a communicable disease, with whom the employee might come in contact during the performance of his/her duties, as prohibited by Ohio and Federal Law.

### **Section 3. First Aid and CPR**

Adequate first aid equipment, supplies and first aid/CPR training shall be provided by the Employer on an ongoing basis where deemed necessary by the Employer. Where not required by actual job responsibility, employees may volunteer for first aid and CPR training. Volunteer training may be offered by the Employer either during or after regular work hours. No compensation shall be paid for volunteer training occurring after regular work hours.

## ARTICLE 19 - SICK LEAVE / FUNERAL LEAVE

### Section 1. Sick Leave Accumulation.

Each employee shall earn sick leave at the rate of 4.6 hours for each eighty (80) hours in active pay status.

### Section 2. Charging of Sick Leave.

Sick Leave shall be charged in minimum units of one hour except for scheduled appointments with physicians (M.D., D.O., Optometrists (O.D.), Certified Nurse Practitioner or Dentists) or emergencies which arise from illness of a child while the employee is at work, which may be charged in actual hours absent. An employee shall be charged for sick leave only for days upon which he would otherwise have been scheduled to work. Sick Leave payment shall not exceed the normal scheduled work day or work week earnings.

### Section 3. Uses of Sick Leave.

- A. Sick Leave shall be granted to an employee upon approval of the Employer and for the following reasons:
1. Illness or injury of the employee or a member of his immediate family.
  2. Death of a member of his immediate family (in accordance with section 3 B).
  3. Medical, dental, or optical examinations or treatment of the employee or a member of his or her family, which requires the employee's presence and which cannot be scheduled during non-working hours (all such appointments shall be verified in a statement from the service provider either prior to or immediately following the appointment).
  4. If a member of the immediate family is afflicted with a contagious disease or requires the care and attendance of the employee or when, through exposure to a contagious disease, the presence of the employee at his job would jeopardize the health of others. Verification may be required.
  5. Disability due to pregnancy and/or childbirth and related conditions related thereto inclusive of leave for male employees for the care of the employee's wife and family during the postnatal period of the employee's presence is necessary.

B. Definitions of immediate family:

Grandparents, brother, step-brother, sister, step-sister, brother-in-law, sister-in-law, daughter-in-law, son-in-law, father, step-father, father-in-law, mother, step-mother, mother-in-law, spouse, child, step-child, grandchild, a legal guardian or other person who stands in place of a parent (loco parentis).

**Section 4. Evidence Required For Sick Leave Usage**

The employee shall furnish the Employer a standard written signed statement stating that the employee wishes to use sick leave. Falsification of either a written signed statement or physician's certificate shall be grounds for disciplinary action, including dismissal. The employee shall present satisfactory evidence to justify use of sick leave. The Employer may require proof of illness from: (1) employees who have been absent three [3] or more consecutive workdays and, (2) from employees who have been disciplined for excessive absenteeism. Absences on sick leave for medical appointments are authorized for only the actual time necessary to complete the appointment, as shown on a document provided by the medical provider, unless otherwise medically excused, and necessary travel time. Medical excuses for chronic conditions or referrals to other health care providers must be updated every six (6) months.

**Section 5. Notification By Employee.**

All absences from work must be reported by telephone communication, not voice mail, to the employee's immediate supervisor or other available supervisor, Assistant Director(s), or Director (in that order of availability) within one-half hour after the employee's scheduled starting time. Only absences logged by those individuals will be considered for approval.

**Section 6. Unauthorized Use of Sick Leave**

Corrective action shall be taken hereunder for the unauthorized use of sick leave:

- A. failure to timely notify Employer of absence;
- B. failure to properly and timely request leave;
- C. failure to provide medical practitioner's statement when required;
- D. fraudulent verification or request;
- E. use for other than allowed purpose;
- F. pattern abuse or consistent periods of usage; for example, before and/or after holidays, weekends, days off, paydays or overtime worked;
- G. having a zero (0) balance without medical justification;
- H. taking more time off for a medical appointment than necessary to attend the appointment and necessary travel time.

### **Section 7. Corrective action**

When unauthorized use of sick leave is substantiated by the Employer, the request for sick leave shall be denied and corrective disciplinary action shall be implemented under the disciplinary policy. In addition, the Employer will require a medical practitioner's statement for all sick leave use for the next twelve (12) months.

### **Section 8. Transfer Credit**

Upon transfer from one division or department of the County, to another, unused sick leave days shall continue to be available for the transferred employee's use.

### **Section 9. Responsible Sick Leave Use**

The purpose of this section is to create an objective method of determining when an employee's absence on paid sick leave or unpaid leave due to the exhaustion of sick leave shows a pattern of use that is consistent with sick leave abuse.

- A. As used in this section: (1) "sick leave" means the use of paid sick leave or the use of unpaid leave due to the exhaustion of sick leave; (2) "occasion" means the utilization of sick leave as defined in this section from the beginning to the end of an employee's absence from work and excluding any return to work of less than one full day; and (3) "excused occasion" means the documented appointment with a physician (M.D., D.O. or Optometrist O.D.), Certified Nurse Practitioner or Dentist, or documented inpatient treatment at a medical facility or a written or electronic statement from the school that an employee's child must leave the facility for medical reasons. This exception applies only to the day for which the statement is received.
  
- B. Occasions of unexcused sick leave use in excess of five times in a twelve (12) consecutive month period shall invoke the provisions of this Article. Upon return to work from the fifth unexcused occasion of sick leave use within a twelve consecutive month period, the employee will be counseled by his/her supervisor. Upon return to work from the sixth unexcused occasion of sick leave use within a twelve (12) consecutive month period, the employee will receive a written reprimand. Unexcused occasions of sick leave use beyond the sixth in a twelve consecutive month period are subject to suspensions, not to exceed ten (10) workdays. Unexcused sick leaves beyond the seventh in a twelve (12) consecutive month period are grounds for termination.

This amendment applies to all unexcused uses of sick leave beginning with the effective date of this contract. This amendment will not apply retroactively to impose penalties for unexcused uses prior to the effective date of this amendment. However, unexcused occasions of sick leave, which occurred prior to the effective date of this amendment, will count towards the new totals required to impose discipline under this provision. If an additional unexcused occasion occurs and when combined with existing occasions meets or exceeds the totals imposed by this amendment, discipline will be imposed in accordance with this amendment.

#### **Section 10. Funeral Leave**

A. In the event of a death in the immediate family of a Board of Commissioners employee, the employee shall request Funeral Leave with pay as follows:

1. Up to five (5) days to attend the funeral, make funeral arrangement and carry out other responsibilities relative to the funeral for the following family members: spouse, child, stepchild, mother, father, step mother, step father, grandchild, step grandchild, foster child currently in custody of employee and for a person who stands in the place of a parent.

2. Up to three (3) days to attend the funeral, make funeral arrangements and carry out other responsibilities relative to the funeral for the following family members: sister, brother, step sister, step brother, half sister, half brother, grandparent, step grandparent, legal guardian.

3. Up to two (2) days to attend the funeral, make funeral arrangements and carry out other responsibilities relative to the funeral for the following family members: mother, in law, father in law, son in law, daughter in law, aunt, uncle, niece, nephew.

4. Up to one (1) day to attend funeral, make funeral arrangements and carry out other responsibilities relative to the funeral for the following family members: sister in law, brother in law, grandparent in law.

B. Additional time may be approved on a case-by-case basis at the sole discretion of the Employer which shall be chargeable to any available accrued leave.

C. The Employer reserves the right to request documentation to support the request for funeral leave.

~~In the event of the death of a spouse, child, sibling, or parent, the employee will be granted up to five (5) days to attend the funeral, make arrangements and carry out other responsibilities relative~~

to the funeral:

~~In the event of the death of a member of an employee's immediate family, as defined in Article 19, section 3 (B) not listed above, the employee upon request will be granted two (2) days to attend the funeral:~~

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~~Reasonable additional time (personal leave, vacation, sick leave or compensatory time) may be granted.~~

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**Section 11. Sick Leave Bonus**

Any employee who uses no sick leave during any calendar quarter beginning in 2007, "calendar quarter" being defined as:

- January, February, March
- April, May, June
- July, August, September
- October, November, December

and who has at least forty (40) hours of sick leave accumulated at the beginning of that calendar quarter, shall be entitled to four (4) hours of personal leave usable in four (4) hour increments usable in the next two (2) quarters after accumulation upon three (3) days' notice.

**ARTICLE 20 - FAMILY AND MEDICAL LEAVE ACT**

The agency shall administer the Family and Medical Leave Act (29 USC 2601, et seq.) in accordance with the Richland County policy adopted by the Commissioners as amended on March 23, 1999 and all subsequent amendments.

## **ARTICLE 21 - MILITARY LEAVE**

The Agency will comply with R.C. 5923.05 (Permanent Public Employees Entitled to Military Leave) and 38 USC 4301, et seq. (USERRA) as they now exist or are hereinafter amended.

## **ARTICLE 22 - JURY AND WITNESS DUTY**

### **Section 1.**

An employee called for jury duty by a court of competent jurisdiction or subpoenaed to testify, on a matter in which the employee is not a party, before a court of law or administrative board or agency shall be granted a leave of absence for the period of jury service or witness service and will be compensated for the difference between his regular pay and his jury duty or witness pay.

### **Section 2.**

To be eligible for jury duty pay or witness pay, an employee shall notify his supervisor in advance and submit a jury service or witness service and the amount of jury duty or witness pay received.

### **Section 3.**

If the employee is released from jury duty or witness duty two hours or more prior to the end of the work day, the employee shall return to work.

## **ARTICLE 23 - LEAVE OF ABSENCE WITHOUT PAY**

### **Section 1.**

- A. Upon the written request of a permanent employee, the Agency may grant the employee a leave of absence without pay.
1. The written request shall state the reasons for requesting the leave of absence and the dates for which such leave is being requested.
  2. Employee must request a leave form.

### **Section 2.**

The maximum duration of a leave of absence without pay for personal reasons of the employee shall not exceed six (6) months.

### **Section 3.**

The maximum duration of a leave of absence without pay for purposes of education, training, or specialized experience which would benefit county service, or for other related reasons shall not exceed two (2) years.

### **Section 4.**

The authorization of a leave of absence without pay is solely a matter of administrative discretion and each request will be decided by the Agency based upon its own merits.

### **Section 5.**

Upon returning from a leave, the employee is to be placed in his or her original position or another position at a similar level of responsibility with the same pay rate should the original position be abolished.

### **Section 6.**

An employee on an authorized leave of absence without pay does not earn sick or vacation leave credit. However, time spent on the leave of absence is to be considered in determining length of service for purposes where tenure is a factor, (i.e., step increases, layoffs, year of service for vacation), provided the employee properly returns to service following the leave and is not serving probationary period.

**Section 7.**

If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purpose specified, the Agency may cancel the leave and provide the employee with a written notice directing the employee to report for work.

**Section 8.**

An employee who fails to return to duty within three (3) days of the completion or valid cancellation of a leave of absence, may be removed from the service for neglect of duty except in extenuating circumstances.

**Section 9.**

When an employee fails to return to work upon the expiration of an authorized leave of absence without pay and is subsequently removed from service, he shall be deemed to have a termination date corresponding to the starting date of the leave of absence.

**Section 10.**

The Agency may allow leaves of absence without pay for shorter periods of time (i.e. 1, 2 or 3 days).

**Section 11.**

The employee must complete a Request for Leave form and the employee's work record should indicate the employee was on an unpaid leave of absence.

**Section 12.**

The period during which an employee is on leave of absence without pay shall not be counted toward an employee's original or promotional probationary period.

## ARTICLE 24 - VACATION

### Section 1.

Full-time employees are entitled to vacation with pay after one (1) year of continuous service with the Employer. The amount of vacation leave for which an employee is eligible is based upon length of service as follows:

<u>Length of Service</u>	<u>Vacation Eligible to Earn</u>
Less than one year	none
1 year, less than 8	80 hours
8 years, less than 15	120 hours
15 years, less than 25	160 hours
25 years or more	200 hours

Vacation is credited each bi-weekly pay period at the following rates:

80 hours	3.1 hours
120 hours	4.6 hours
160 hours	6.2 hours
200 hours	7.7 hours

### Section 2.

Vacations are scheduled in accordance with the workload requirements of the individual divisions. For this reason, the Employer may require vacation requests be made a reasonable time in advance of the dates requested. Adjustments to the vacation requests will be made in accordance with the workload requirements as determined by the Employer. An employee wishing to change his/her scheduled vacation shall give the Employer reasonable advance notice. Vacation leave may be requested in writing submitted to the employee's supervisor no earlier than twelve (12) months in advance of the first day of leave. The employer will respond to vacation request in a timely manner as to allow the employee to schedule his/her vacation. An employee must have sufficient accumulated leave at the time of the scheduled vacation to cover the entire absence, or approval will be limited to the vacation time available beginning with the first day requested. In the event two (2) or more employees file a request for vacation leave on the same days in whole or in part and work loads do not permit any, or both or all to be absent at the same time as provided in sections 4 and 5, if granted, will be based upon the first employee to request vacation on that day, seniority as defined in Article 15, section 1. ~~Scheduled vacations of three (3) days or more may not be cancelled within thirty (30) days of the first scheduled day off.~~ The Employer shall have the right to deny vacation requests if workload requirements so mandate.

**Section 3.**

An employee is entitled to compensation at his current rate or pay for the pro-rated portion of any earned but unused vacation leave for the current year to his credit at time of separation and in addition shall be compensated for any unused vacation leave accrued to his credit, for up to three (3) years immediately preceding the separation date of employment.

**Section 4.**

Supervisors will maintain a listing of such requests and will determine if the request interferes with the departmental workload requirements or will result in the absence of too many employees at one time. The supervisor will also have to be mindful of the functions affected by the absence of any employee. No more than one-half of the employees in any department can take vacation on the same days.

**Section 5.**

Vacation requests will not be approved automatically. Each request will be reviewed for its impact on the departmental and agency workload. Except in instances of legitimate emergency, vacation time will not be approved retroactively. Anyone taking time off without reporting or without prior authorization will not be paid for those days/hours.

**Section 6.**

Vacation time is a benefit and we encourage everyone to use it, but please use it responsibly. Please use it in accordance with prescribed policy and take into consideration the effect your unplanned absence can have on the work of the agency and your co-workers.

**Section 7.**

No vacation leave shall be carried over for more than three (3) 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 3 years. For example, an employee earning two (2) weeks vacation per year can accumulate no more than six (6) weeks of vacation.

**Section 8.**

Vacation must be requested during work hours through the Employee Self Service System. Requests for vacation All such request must be made at a time before the vacation is to begin which is at least equal to or more than the number of hours of vacation requested.

## ARTICLE 25 - HOLIDAYS

### Section 1.

Employees are entitled to the following paid holidays:

NEW YEAR'S DAY	(1 <sup>st</sup> day of January)
MARTIN LUTHER KING, JR. DAY	(3 <sup>rd</sup> Monday of January)
PRESIDENT'S DAY	(3 <sup>rd</sup> Monday of February)
MEMORIAL DAY	(Last Monday of May)
INDEPENDENCE DAY	(4 <sup>th</sup> day of July)
LABOR DAY	(1 <sup>st</sup> Monday of September)
COLUMBUS DAY	(2 <sup>nd</sup> Monday of October)
VETERAN'S DAY	(1 <sup>st</sup> day of November)
THANKSGIVING	(4 <sup>th</sup> Thursday of November)
DAY AFTER THANKSGIVING	
CHRISTMAS EVE DAY	(24 <sup>th</sup> day of December)
CHRISTMAS DAY	(25 <sup>th</sup> day of December)
NEW YEAR'S EVE DAY	(31 <sup>st</sup> day of December)

### Section 2.

To be entitled to Holiday Pay, an employee must be in active pay status the entire last workday before and the entire first workday after the holiday. Full-time employees shall be paid for eight (8) hours at their straight hourly rate for each of the holidays listed above .

### Section 3.

If Independence Day or Veteran's Day falls on a Saturday, the holiday will be observed on the preceding Friday. If Independence Day or Veteran's Day falls on a Sunday, the holiday will be observed on the following Monday. Christmas Eve and Christmas Day taken together and New Year's Eve and New Year's Day taken together shall be know as double holidays. The holidays for these days shall be observed on the day they fall except: When the first double holiday falls on Friday, the double holidays will be observed on that Friday and the following Monday. When the first double holiday falls on Saturday, the double holidays will be observed on the preceding Friday and the following Monday. When the first double holiday falls on Sunday, the double holidays will be observed on the preceding Friday and the following Monday.

## ARTICLE 26 - PERSONAL DAYS

### Section 1.

~~Two (2) Three (3)~~ unrestricted personal days shall be granted to each bargaining unit member annually beginning January 1, ~~2011~~ 2014 with prior notice to their supervisor by calling in by 8:00 a.m. that morning. ~~One Personal Day shall be a full work day, one Personal Day may be used in two (2) four (4) hour increments, and one Personal Day may be used in one (1) hour increment at the election of the employee. Personal time days must be requested and used prior to December 15th of each year; if used in one (1) hour increments, may be used through the end of the year. Personal days requested and denied may be carried over to the next following year.~~

### Section 2.

~~One (1) additional unrestricted personal day shall be granted to each bargaining unit member annually beginning January 1, 2011. This personal day may be used with the prior approval of the employee's supervisor or used without prior approval in one hour increments at the election of the employee. This personal day must be requested and used prior to December 15 of each year, or if used in one hour increments, may be used through the end of the year. If requested as a full day and denied, it may be carried over to the following year. Any partial day must be used on a single occasion by March 31st of the following year.~~

## **ARTICLE 27 - HEALTH INSURANCE**

The Agency shall provide during the life of this agreement hospitalization and medical insurance with the same benefits and subject to the same employee contributions, deductibles, and co-payments as is provided to a majority of other Richland County employees who are not covered by a collective bargaining agreement. The CSEA bargaining unit shall have one (1) representative on the county insurance committee.

ARTICLE 28 — WAGES

**Section 1.**

A. Effective January 2, 2014, the minimum salary level for the following Grade 4 employees shall be as follows:

Clerical Specialist 2                      \$ 9.94 per hour

Switchboard/Receptionist              \$ 9.94 per hour

B. Effective January 2, 2014, all bargaining unit members except current Clerical Specialist and Switchboard/Receptionist will receive a forty cent (\$0.40) increase to their current hourly rate of pay. Effective the first full pay period January 2015, all bargaining unit members will receive a forty cent (\$0.40) increase to their current hourly rate of pay. Effective the first full pay period January 2016, all bargaining unit members will receive a forty cent (\$0.40) increase to their current hourly rate of pay.

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All bargaining unit members shall receive a pay increase of twenty (\$.20) cents per hour above their current rate of pay effective the first full pay period following ratification of the contract.

**Section 2. Overtime**

All approved overtime hours actually worked in excess of forty (40) hours in a work week will be paid at the rate of one and one half times the employee's regular rate. For the purpose of this section only, the work week shall begin at 12:01 a.m. on Thursday and end at 12:00 midnight the following Wednesday.

**Section 3. Compensatory**

In lieu of overtime pay, an employee may elect to take compensatory time off at the rate of one and one half for each overtime hour worked. Compensatory time must be scheduled at least forty-eight (48) hours in advance with the approval of his/her supervisor and subject to the operational needs of the agency. The total accumulated compensatory time shall not exceed seventy-four (74) hours. Compensatory time must be used by the end of the calendar quarter following the quarter in which it is accumulated.

## **ARTICLE 29- TRAVEL**

### **Section 1. Lodging**

The Employer will reimburse employees for lodging expenses on approved travel for Richland County. Original receipts shall be required.

### **Section 2. Mileage**

Employees shall be reimbursed for approved travel at the maximum business mileage reimbursement rate allowed by the IRS and necessary parking expenses and tolls.

### **Section 3. Meals**

Employees on approved travel outside of Richland County shall be reimbursed for meals up to a maximum of:

Breakfast:	\$5.00
Lunch:	\$10.00
Dinner:	\$15.00

Original receipts shall be required. No reimbursement for alcoholic beverages shall be made. Reimbursement for meals will be provided only if there is an overnight stay. Tips will be reimbursed up to 15% of the cost of the entire meal.

### **Section 4.**

The Employer may require the use of an agency vehicle if available in lieu of paying mileage.

### **Section 5.**

All employees will be subject to and comply with the Richland County Driving Policy.

### **Section 6.**

Employees who are required, by the Employer, to travel outside of Richland County and whose combined work and travel time exceed forty (40) hours in that work week shall be entitled to overtime in accordance with Article 28.

**ARTICLE 30- NO STRIKE/NO LOCK OUT**

The Union agrees not to engage in a strike or any other form of illegal concerted activity, including work slow downs or sick outs, which would amount to a withholding or partial withholding of the services for which the membership was hired to perform during the term of this agreement. The Union further agrees to actively discourage violation by its membership of the foregoing provision. The Agency agrees not to lock out the bargaining unit members during the life of this agreement.

**ARTICLE 31- DURATION OF AGREEMENT**

**Section 1.**

This Agreement shall remain in full force and effect January 1, 2014 through December 31, 20162013.

**Section 2.**

~~The Union may re-open this Agreement for the year 2012 by written notice to the agency by no later than October 1, 2011 and/or for the year 2013 by written notice to the agency by no later than October 1, 2012 for the purpose of negotiating changes in wages. If the Union exercises the right to either of these re-openers, the agency may propose changes in those contract terms relating to employee attendance.~~

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## **ARTICLE 32 — NEGOTIATION PROCEDURE**

### **Section 1.**

Either party no earlier than ninety (90) days prior to the expiration of the current contract may file a written Notice to negotiate with the other party and the State Employment Relations Board. Negotiations shall begin no later than sixty (60) days prior to the expiration date of the current contract. The Agency and the Union shall exchange written proposals to be bargained at the first meeting and no additional issues may be proposed thereafter except by mutual agreement. Proposals shall be in paragraph form suitable for inclusion in the contract and merely listing topics shall not be permitted. The bargaining teams may also adopt by mutual agreement rules to govern the bargaining process, which shall apply only to the negotiations at which they are adopted. The parties agree to meet at such reasonable times and places as are agreed to reach a successor agreement. Upon agreement to individual items, they shall be marked "tentatively agreed" and removed from further discussion unless it is mutually agreed to return them to the table. Tentatively agreed items shall be binding only upon ratification by the parties of the successor contract.

### **Section 2. Bargaining Team**

Each party shall be represented at bargaining sessions by a team of no more than seven (7) members.

### **Section 3. Privacy**

Negotiations shall be conducted in private in accordance with R.C. 4117.21. The Union may report on the status of negotiations to its membership and the Agency may report the status of negotiations to the Board of County Commissioners. No other release of information concerning the content or status of negotiations shall be permitted without mutual consent.

### **Section 4. Agreement**

When the parties reach a tentative agreement, a written agreement will be prepared and presented to the membership and the Board of Commissioners. The membership shall first vote to approve or reject the proposed written agreement. If approved by the membership, it will be then approved or rejected by the County Commissioners.

**Section 5. Disagreement**

If the parties fail to reach complete agreement on the successor contract by thirty (30) days prior to the expiration of the current contract, either party may request the appointment of a mediator from the Federal Mediation and Conciliation Service. The mediator shall meet with the parties as he or she deems appropriate in an attempt to resolve the disputed issues. If the parties have not reached complete agreement on a successor contract by the expiration of the current contract, or such extension thereof as the parties mutually agree, then the Association may proceed in accordance with Ohio Revised 4117.14 (D)(2) and the agency may implement its final proposals. During such process, the mediator may continue to work with the parties as he or she deems it appropriate. This procedure shall be deemed to be a mutually agreed dispute settlement procedure as authorized by R.C. 4117.14 (C)(1)(f) and shall supersede the statutory procedure.

## ARTICLE 33 — COMPLETE AGREEMENT

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### Section 1.

The parties to this agreement each acknowledge that this contract contains the entire agreement between them. Neither party shall be obligated during the term of this contract to negotiate on matters contained in this contract or matters not contained in this contract, or the effects of either, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this contract. Except as provided in paragraph (2) below, the Union expressly waives any and all rights to bargain on the decisions or effects of Agency decisions pertaining to issues not covered in the contract during its term.

### Section 2.

If the Agency implements a policy, practice, or procedure to carry out state or federal mandates, which are contrary to a provision of this contract which go into effect during the term of this contract, the Agency shall provide an opportunity for the Union to bargain about the effects of any change on the wages, hours, or terms and working conditions of staff members. The Union President or his designee must submit a written request for bargaining to the Director within fifteen (15) calendar days after the receipt of notice of the change from the Director. Representatives of the Agency and the Union shall meet to bargain in good faith for a period of time not to exceed fifteen (15) calendar days unless such time limitation is extended by mutual agreement. In the event that the bargaining issue(s) are not resolved with the prescribed time limitations, the parties agree to seek the assistance of the Federal Mediation and Conciliation Services or a mediator from SERB, for an additional period not to exceed seven (7) days. This provision on mediation will not prevent the Agency, after seven (7) days, from implementing the new or changed policy, practice or procedure.

### Section 3.

This Section constitutes the Agency's entire duty to bargain during the term of this agreement. Any dispute over whether the Agency has complied with its bargaining obligation under this provision shall be determined through the grievance procedure of this contract only. Neither the Union nor any bargaining unit member shall file an unfair labor practice charge or any other challenge to the Agency's compliance with its duty to bargain during the term of this provision.

**ARTICLE 34 — WAGE COMPARISON**

The Employer agrees to authorize a joint labor/management committee to review and study the wage rates for classifications in the bargaining unit, as set forth in Article 1 of this Collective Bargaining Agreement. The committee will meet at mutually agreeable times, once every other month through December 2008. Labor and Management will be allowed a maximum of three (3) representatives each on the committee. Any finding and/or recommendations issued by the committee, pursuant to the review and study will be seriously considered, but will not be binding on the Richland County Board of Commissioners.

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**SIGNATURE PAGE**

In witness whereof, the parties execute this Agreement on the dates set forth below:

FOR THE RICHLAND COUNTY CHILD  
SUPPORT ENFORCEMENT AGENCY

FOR OHIO COUNCIL 8, AFSCME  
AFL-CIO, LOCAL 2520

Kelly Cicclani  
DATE 1.15.14

Stephen M. Ralets  
DATE JAN 14, 2014

Scotty Brook  
DATE 1/15/14

J. A. Wellen  
DATE JAN 14, 2014

Cindee Powell  
DATE 1-15-14

Kal B  
DATE JAN 14, 2014

Kathy Mone  
DATE 1-15-14

Alecson Powell  
DATE 1-15-14

\_\_\_\_\_  
DATE \_\_\_\_\_

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DATE \_\_\_\_\_

\_\_\_\_\_  
DATE \_\_\_\_\_

\_\_\_\_\_  
DATE \_\_\_\_\_

RICHLAND COUNTY COMMISSION:

1/15/14

Edward W. Olson

Date

Edward W. Olson

1/15/2014

Timothy A. Wert

Date

Timothy A. Wert

1-15-14

Gary Utt Sr

Date

Gary Utt, Sr.